

NEW HAVEN UNIFIED SCHOOL DISTRICT

REQUEST FOR PROPOSAL

For

SOLID WASTE, COMPOST, AND RECYCLING

COLLECTION & DISPOSAL SERVICES

RFP #764

NEW HAVEN UNIFIED SCHOOL DISTRICT
REQUEST FOR PROPOSAL #764

**SOLID WASTE, COMPOST, AND RECYCLING
COLLECTION & DISPOSAL SERVICES**

NOTICE TO BIDDERS

1. Notice is hereby given that the governing board of the New Haven Unified School District will receive sealed bids for SOLID WASTE, COMPOST, AND RECYCLING COLLECTION & DISPOSAL SERVICES
2. Sealed proposals should be delivered to New Haven Unified School District. Proposals must be received by New Haven Unified no later than **FRIDAY, AUGUST 28, 2015 at 10:00 A.M.**

**New Haven Unified School District
34200 Alvarado-Niles Rd
Union City, CA
Attention: Co-Superintendent/Chief Business Officer**

3. The Project/Services consists of: Solid Waste, Compost, And Recycling Collection & Disposal Services to the New Haven Unified School District with 8 elementary school sites, 3 middle school sites, 2 high school/continuation school sites, and 4 other offices and warehouse sites requiring regular solid waste, compost, and recycling collection and disposal service. In most cases (see attached "Required Services Chart"), trash and recycling services that will be needed as shown on chart.
4. All bids shall be on the form provided by the District. Each bid must conform and be responsive to all pertinent Contract Documents, including, but not limited to, the Instructions to Bidders.
5. A bid bond by an admitted surety insurer on the form provided by the District, cash, or a cashier's check or a certified check, drawn to the order of the New Haven Unified School District, in the amount of Five Thousand Dollars (\$5,000), shall accompany the Bid Form and Proposal, as a guarantee that the Bidder will, within fifteen (15) 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.
6. The successful Bidder shall be required to furnish a 100% Performance Bond and a 100% Payment Bond if it is awarded the contract for the Work.

7. The successful Bidder may substitute securities for any monies withheld by the District to ensure performance under the Contract, in accordance with the provisions of section 22300 of the Public Contract Code.
8. The Contractor and all Subcontractors under the Contractor shall pay all workers on all work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. Prevailing wage rates are also available from the District or on the Internet at: <<http://www.dir.ca.gov>>.
9. A mandatory pre-bid conference and site visit will be held on **Thursday, August 20 at 9:00 a.m.** at the Corporation Yard, 3636 Smith Street, Union City, California. All participants are required to sign in the Main Office. Failure to attend or tardiness will render bid ineligible.
10. Contract Documents are available for review at the District's website at: <http://www.nhusd.k12.ca.us/node/1872>.
11. New Haven Unified reserves the right to reject any and all proposals and to waive any informality, technical defect or clerical error in any Bid Proposal Package, as the interest of the New Haven Unified School District may require. Any proposer may withdraw his/her proposal, either personally or by written request, at any time prior to the scheduled closing time for receipt of proposals.

Sincerely,

Akur Varadarajan
Co-Superintendent/
Chief Business Officer
New Haven Unified School District

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**SECTION 1
Information for Bidders**

NEW HAVEN UNIFIED SCHOOL DISTRICT
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I. SCHEDULE OF EVENTS:

- a. Published in Newspaper: **August 12 and 19, 2015**
- b. Mandatory Pre-bid Conference: **August 20, 2015 @ 9:00 a.m.**
- c. RFP Due Date: **August 28, 2015 @ 10:00 a.m.**
- d. Board Approval: **September 15, 2015**
- e. Contract Start Date: **September 15, 2015**

II. STATEMENT OF INTENT:

This Request for Bids solicits companies qualified to collect and dispose of all solid waste, compost and or recyclable materials generated by the New Haven Unified School District (NHUSD). Bidders must submit bids for garbage, compost and recycling services. All bidders will be subject to managed by the NHUSD consultant who will interact directly with the District. This is a competitive bid as required by Public Contract Code Section 20111 and Laidlaw Waste Systems v. Bay Cities Services Inc.

III. SCOPE OF OPERATIONS: The District solicits the services of the best-qualified bidders to provide services shown in the attached “Required Services Chart” with containers and frequency as indicated.

1. Preparations of Bid Form: The District requires all interested bidders to submit written bids on the forms attached to be submitted at such time and place as is stated in the Notice to Contractor Calling for Bids. All blanks in the bid form must be appropriately filled in. Other required information must also be submitted with the “bid form” – all as described in this package. All bids shall be submitted in sealed envelopes bearing on the outside the name of the bidder and his/her address. It is the sole responsibility of the bidder to see that his/her bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened and will not be eligible for award.
2. Qualifications: In order to be eligible for award of this contract, each prospective bidder must provide a complete statement of the prospective bidder’s financial ability and experience in performing the work called for in the bid and contract documents.
3. Bid Security: Each bid must be accompanied by a cashier’s check or certified check, certified without qualification, drawn on a solvent bank of the State of California or a national bank doing business in the State of California in the amount of Five Thousand Dollars (\$5,000.00) and payable to the New Haven

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Unified School District. Should the party or parties to whom the contract should be awarded fail to enter into the contract after the award and file a required bonds with fifteen (15) days from and after notice of the award, proceeds of said certified or cashier's check, with voluntarily or pursuant to the judgment rendered by the court in any action brought thereon will be retained by the District as agreed and liquidated damages because of such default and not as a penalty therefore. Such default on the part of the successful bidder shall automatically cancel the said notice of award and if the contract is duly entered into by the successful bidder the certified or cashier's check, of said bidder, will be returned.

The certified or cashier's check of each unsuccessful bidder will be returned to the bidder immediately following the execution of the contract with the successful bidder. If no contract is awarded, the cashier's check or certifies, cashier's check, or bid bond of all bidders will be returned to the bidders immediately following the rejection of all bids.

4. Performance and Payment Bonds: Within fifteen (15) calendar days following the award to the lowest responsive qualified bidder, the successful bidder must file with the District the following bonds: A corporate surety bond in form and substance satisfactory to the District in its sole discretion in a sum not less than 100% of the amount of the Contract to guarantee the faithful performance of the work.

A corporate surety bond in form and substance satisfactory to the District in its sole discretion in a sum not less than 100% of the amount of the Contract to guarantee the payment of wages for services engaged (pursuant of Unemployment Insurance Act), and of bills contracted for and all expenses incurred for all materials, supplies and equipment used in the performance of the work under the contract.

5. Insurance Requirements: A certificate of insurance showing coverage as called for in this section must be submitted prior to the start of work and no later than fifteen (15) calendar days from the award of the contract. The successful bidder will be required to furnish this coverage naming the New Haven Unified School District, its Board, Officers, Employees and agents/consultants as additional insured parties for these coverage's.

The Contractor shall take out and maintain his/her own expense during the life of the Contract all the insurance required by this section and shall submit Certificates of Insurance to the Board of Education of the New Haven Unified School District for review and approval. The insurance requirements must be met for the complete period necessary for the execution of the Contract. The notice to proceed shall not be issued, and the Contractor(s) shall not commence work, until the Certificates have been received and accepted by the New Haven Unified

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School District.

Acceptance of the Certificates shall not relieve the Contractor of any of the insurance requirements, nor decrease the liability of the Contractor hereunder. All insurers shall have a Best's rating of at least B or better. The New Haven Unified School District reserves the right to require the Contractor to provide complete Insurance Policies for review. It is requested, but not required, that bidders submit a Certificate of Insurance showing coverage's required herein (without additional insured endorsement for review of the District prior to the bid submittal.)

- a. Workers' Compensation: In accordance with the provisions of Section 3700 of the labor Code, Contractor shall secure the payment of compensation to his/her employees. Contractor shall sign and file with the District the following certificate prior to performing the work under this contract; "I am aware of the provisions of Section 3700 of the labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provision of the code, and I will comply with such provisions before commencing the performance of the work of this contract." The form of such certificate is included with the contract documents..
 - b. Liability Insurance: The Contractor shall at his/her own expense take out and maintain during the term of this agreement, Broad Form Comprehensive General and Professional Liability Insurance covering bodily injury, death and property damage a combined limit of liability of not less than One Million Dollars (\$1,000,000.00). Such policy shall include coverage for all claims which may arise from operations of Contractor in performance for the work, including automobile coverage of Contractor, employees and agents while on District sites and traveling to and from District sites. Such policies shall provide for "occurrence" coverage, shall name Hew Haven Unified School District, its Board, officers, employees, agents and consultants as additional insured parties to the coverage, shall provide that the policy not be canceled, reduced or modified by the insurer until the expiration of thirty days written notice to New Haven Unified School District and shall otherwise be acceptable to the District.
6. Signature: Bid forms 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.
 7. Modifications: Changes in or additions to the bid form, recapitulations of the work bid upon, alternative bids, or any other modification of the form which is

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not specifically called for in the contract documents may result in the District's rejection of the bid as not responsive to the invitation to bid. No oral or telephonic 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 date required for written submission.

8. 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 bid.
9. Examination of Contract Documents: Bidder 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 ways relieve any bidder from any obligation with respect to his/her bid or to the contract. The submission of a written is shall be taken as prima facie evidence of compliance with the section.
10. Determination of Award. New Haven Unified is under no obligation to accept the lowest proposal rendered. Price will be a major factor in the District's decision, but it will not be the only factor. New Haven Unified will award the contract to the lowest responsive Bidder who best satisfies the terms, specifications, and conditions contained in this RFP.
11. Reservations. New Haven Unified reserves the right to reject any and all bids and to waive any informality, technical defect, or clerical error in this RFP, as the interests of New Haven Unified may require. New Haven Unified reserves the right to reject the Bid Proposal Package submitted by any bidder who in its opinion has previously failed to perform satisfactorily when providing services of a similar nature to any school district or county.
12. Withdrawal of Bid: Any bidder may withdraw his/her bid either personally by written request, or by telegraphic request confirmed in the manner specified above at any time prior to the scheduled closing time for the receipt of written bids.
13. Agreements and Bonds: The agreement form which the successful bidder, as Contractor, will be required to execute the forms and amount of surety bond which he/she will be require to furnish at the time of execution of the Agreement, are included in the contract documents and should be carefully examined by the bidder.
14. Interpretation of Documents: If any person contemplating submitting a bid for the proposed contract documents, or finds discrepancies in, or omission from the

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specifications, he/she 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. 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 mailed 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.

15. Questions: All questions regarding this Bid shall be submitted in writing no later than date **August 21, 2015**, to the District employee designated below. No telephone questions shall be entertained.

Jason Rodgers
Director, Maintenance & Operations
New Haven Unified School District
jrogers@nhusd.k12.ca.us

16. Bidders Interest 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 sub bid, or that has quoted prices of materials to a bidder is not thereby disqualified from submitting a sub bid or quoting prices or making a prime bid.
17. Anti-Discrimination: It is the policy of the District that in connection with all work performed under contracts, there be no discrimination against prospective or active employees engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status. The contractor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code, Section 12900, and Labor Code, Section 1735 and the Americans with Disabilities Act, 42 USC and 12101 et. Seq. In addition, the Contractor agrees to require like compliance by any subcontractors employed on the work by him/her.
18. Non-collusion Affidavit: Pursuant to section 7106 of the Public Contract Code, bidders shall submit a Non collusion affidavit with their bid in the form on file with the District's governing board. This form is included with the contract documents and must be signed under the penalty of perjury and dated.
19. Compliance with Government Code Section 1090 and Section 1091: Bidders shall strictly observe the requirements of Government code Section 1090 and 1091 in bidding upon this requirement.

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20. Amendments: The district may, at its sole discretion, issues amendments to this Bid at any time prior to the deadline stated below. The district shall attempt to issue all amendments, if any prior to August 28, 2015, but may issue amendments after that date if necessary. In order to receive such amendments, each Vendor intending to make an offer in response the Bid is requested to designate to the person named in Section 11, above an email address to which such amendments should be sent.
21. Fingerprinting: Contractor is required to comply with the Fingerprinting requirements of Education Code Section 45125.1 with respect to all contractors' employees who may have contact with District pupils in the course of this contract.
22. Provisions Required By Law: Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of wither party the Contract shall forthwith be physically amended to make such insertion or correction.
23. Contract Terms & Conditions:
- a. Services Contractor Agrees To Perform:
The Contract shall provide the District with the Solid Waste, Compost, and Recycling Collection & Disposal Services as per RFP #764. All Terms & Conditions of the Request for Proposal (#764) will become part of this Contract.
 - b. Term of Contract:
The term of the contract shall be one year from the award date. This contract may be extended for a period or periods of up to four additional years by mutual agreement.
24. Award of Bid: District reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional bids, to re-bid, and to reject the bid of any bidder if District believes that it would not be in the best interest of the District to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by District. District also reserves the right to waive inconsequential deviations not involving price, time, or changes in the Work. For purposes of this paragraph, an "unbalanced bid" is one having nominal prices for some work items and/or enhanced prices for other work items.

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The lowest qualified responsive bid will be the lowest total monthly rate (for regular school year months) as quoted on the “Required Services Chart”. The successful bidder will be required to reduce services during the school year and summer months of June, July and August at some locations and is responsible for following annual school schedule as shown in bid. Changes may occur over the course of the school year and will apply to the per yard rates as shown in the Required Service Chart.

- Bid will be awarded in whole or in part: solid waste, composting, and recycling only.
- Extra pick-ups will be charged at a per occurrence rate.
- Roll-off boxes will be charged and submitted on an inclusive per pull rate.
- If a school is added or deleted, the current rate per yard for the service received will be adjusted.
- If a school is added, the current rate structure will apply.
- If a school is deleted or decreased, the current rate structure will be decreased or removed from the monthly billing.
- Map of school address and location in attachments.

In compliance with the Notice to Bidders for the furnishing to the New Haven Unified School District of Alameda County, State of California, of all labor, materials, equipment, mechanical workmanship, transportation and services to be used and employed to furnish work as described in Table 1, in the New Haven Unified School District in accordance with specifications for the same prepared by the district and on file in the office of said Board located at 34200 Alvarado-Niles Road, Union City, CA. 94587, the bidder will furnish all labor, materials, equipment, mechanical workmanship, transportation and services for the completion of said work, in strict accordance with said plans and specifications set forth on the previous pages table of service needs on the required service chart, for the following sums and rates:

- A. Base Bid for the following as described in Table 1 “Work Locations and Scheduled Service Levels.” must include monthly service total and annual totals per site as listed on Table 1.
- B. Additive Alternates:
 - Table 2: Rate Chart Scheduled services
 - Table 3: Rate Chart Roll-off Services
 - Table 4: Extra Service rates
 - Table 5 : Ancillary Service Fees

NOTE: Bidder must bid on the base bid and all proposition, alternates, items and unit prices set forth in this proposal form.

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Required Services Chart: Enter best and final prices for services on enclosed form “Required Services.” Lines under headings of “Monthly Service Rate” must be completed with a dollar figure for services.

All rates must be inclusive. No additional charges for fees, fuel surcharges or variable service charges will be accepted. Please total the figures under the “Total Monthly Rate” column. Put in a “0” wherever there is no charge for service. Indicate fee for “Emergency” collection (explained under “Collection Service” in Requirements of Contractor). No alterations of Required Service from are allowed. Original authorized signature required.

Additive Alternatives: Rate Tables must be completed with dollar figure for services listed.

25. Annual Consumer Price Index (“CPI”). The rates set forth under Exhibit “A” shall be automatically adjusted to reflect the changes in the consumer price index (CPI). The “CPI” adjustment shall be made annually and such adjustment shall be effective as of the first day of July of each calendar year with a cap of no more than 3% per year. The “CPI” adjustment shall be equal to the amount derived by multiplying (a) the previous rate by (b) the percentage increase or decrease in the Consumer Price Index for all urban consumers within the relevant Metropolitan Area (the “CPI” index). The annual percentage change in the CPI Index shall be calculated by comparing the CPI Index for March of the adjustment year to the CPI Index for March of the immediately preceding year. The first CPI adjustment shall occur one year from the Effective Date of the award of this Agreement. An amended rate schedule with the CPI adjustment shall be provided to the District by May 1 of each year that this Agreement is in effect.
26. No Smoking Policy: New Haven Unified School District has a NO SMOKING policy at all sites. Contractors are responsible to make sure no one smokes on school district property.
27. Fax Bids: Faxed bids are not acceptable and will not be received. Original signatures are required on bids, bid bonds, contracts and all other bonds.

END OF DOCUMENT

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SECTION 2
Requirements of Contractor

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REQUIREMENTS OF CONTRACTOR

1. Containers. Furnish containers in the sizes and quantities shown on the attached “Required Services” chart. The District reserves the right to change this chart as it deems necessary for its operations. Containers must have lockable lids. The contractor will supply locks. If a lid is left unlocked by contractor, a fine of \$10.00 per location will be deducted from contractor’s bill. Containers must have wheels wherever necessary as determined by CIWA and the District. Containers must be leak proof. Provide maintenance of containers. Maintain containers in good repair and clean periodically (at least once per year; twice per year for wet garbage bins) to prevent odors. Cleaning must comply with all applicable health codes. Provide replacement containers for those removed for cleaning or repair within 24 hours of notification. Remove or paint over graffiti within 48 hours of discovering the graffiti. Maintain neat outside appearance continuously. The drivers are the first to be aware of damage or graffiti bins and are required to report said bin for repair or replacement.
2. New Programs. Contractor will provide signage on all solid waste, compost, and recycling as deemed necessary by CIWA or the District to help promote the District’s effort in increasing the recycling program. Contractor will collaborate with CIWA and the District to expand and maintain the following recycling programs: Compost , listed on rate table
3. Recycling Program. The District intends to expand its recycling program throughout the duration of the contract in coordination with City and State regulations. During the contract the District will be working with the schools and CIWA to develop an expanded WET waste to Compost recycling program. The purpose of the program is to increase the current percentage of recycling at each of our schools and properties. During the first year of the contract, the Contractor, CIWA and the District will review the impact of the recycling program to the level of services provided and modified levels of service for the successive period of the contract as deemed necessary by the District based on the statistics that will be gathered by CIWA.
4. Education, Training, and Employment Program. The District intends to partner with the successful bidder to develop and establish educational, training, and employment opportunities for the youth of New Haven Unified School District. The overall objectives of this program are:
 - To maximize diversion and recycling tonnage by effectively informing residents, businesses, educators and students about how to maximize the recycling and fiber/food waste/yard waste programs;

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- To educate the community on the benefits of source reduction and buying recycled content products;
 - To increase participation in recycling among the residential and businesses communities including e-waste recycling.
 - To assist educators in the classroom and outside the classroom by providing direct subsidies for learning materials and field trips to recycling operation, launching classroom or school rallies to boost interest in recycling activities and on-going support for activities that promote source reduction, re-use, recycling and organic composting.
5. Vehicles and Operators. Provide the necessary trucks , drivers and equipment to service all sites for garbage, compost and recycling as needed for collection on the schedule listed on the enclosed “Required Services Chart”. Contractor will provide additional vehicles as necessary to accomplish the pick-ups in the time specified in this bid. Vehicles must be properly registered, licensed and insured, and will have all necessary permits, to comply with state and local regulations. All vehicles shall be marked with the company name and phone number and shall be kept clean. All vehicle operators will be fully licensed, as required by state law.
6. Collection Service. Provide consistent collection service at all locations as indicated on attached “Required Service” chart. Provide disposal of garbage at a material recovery facility, transfer station or landfill. Provide or arrange for processing and/or marketing of recyclables. CIWA, with approval by NHUSD, reserves the right to order in writing any necessary changes in collection service levels. Collection shall occur consistently at each site in the morning or early afternoon and shall be as close to a standard time as possible each day. No collections shall occur at school sites while students are arriving or departing the grounds. No collections shall occur before 6:30 am as per the city of Union City noise ordinances. If Contractor violates this requirement, a penalty of \$100.00 per location will be deducted from the monthly invoice.
- If Contractor continues to violate the penalty will be doubled and then tripled and can be escalated up to \$1,000.00 per incident. Collector shall perform “emergency” garbage collection service on-call within four hours for an additional fee as quoted in bid on “Required Service” chart. (This type of service will occasionally be needed when weekend or overnight garbage is deposited in NHUSD containers without permission.)
7. Timely Service. Respond to reports of missed collections of garbage in no more than four hours. This includes Saturday and Sunday if missed on Friday or Saturday. NHUSD

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shall be credited for missed collections of garbage at the rate of one and one half times the cost of the daily pickup of each bin not picked up. Respond to reports of missed collections of recycling in no more than twenty-four hours.

8. Fees, Licenses and Permits. Determine and obtain any and all fees, licenses and permits required as of July 1, 2015 operation under the contract. The costs of these items will not be included in the bid prices, but shall be listed separately.
9. Compliance with Laws & Codes. The Contractor shall be solely responsible to ascertain and comply with all applicable Federal, State, County and City laws, regulations and requirements applicable to work of this contract. Work may not start prior to 6 AM but need to be completed by 7:30 AM, which may require multiple trucks. If service is not completed by 7:30 AM it must be serviced after 3:00 to avoid children coming and going.
10. Billing. Submit invoices monthly in arrears to CIWA no later than the fifth day of the succeeding month. Invoices must be consolidated in-one invoice. Master billing for scheduled services, Master billing for Roll-off services, Temporarily services which must include a summary and a detailed listing of costs for each site, with service costs broken out separately from any federal, state, city or county fees
11. Liaison/Point of Contact. Designate a single person to serve as liaison with CIWA for the District regarding all contract operations, service problems and billing issues.
12. Supervision. Maintain continuous competent supervision of the work performed and enforce strict discipline and good order among employees. Contractor shall not employ any unfit person or anyone not skilled in the work that is assigned.
13. New or Additional Locations. Perform service at new or additional District locations at existing contract prices for similar contract service. Eliminate or reduce services from locations that the district may close or in which the District may modify its operations. The District reserves the right to designate a.m. or p.m. service times.
14. Performance and Payment Bonds. Within fifteen (15) calendar days following the award to the lowest responsible qualified bidder, the successful bidder must file with the District the following bonds:
 - A corporate surety bond in form and substance satisfactory to the District in its sole discretion in a sum not less than 100% of the amount of the Contract to guarantee the faithful performance of the work.
 - A corporate surety bond in form and substance satisfactory to the District in its sole discretion in a sum not less than 100% of the amount of the

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Contract to guarantee the payment of wages for services engaged (pursuant to Unemployment Insurance Act), and of bills contracted for and all expenses incurred for all materials, supplies and equipment used in the performance of the work under the Contract.

15. Hold Harmless. The Contractor agrees to indemnify, release, hold harmless and defend the District, the Board, Commercial Industrial Waste Applications, Inc. (CIWA), and their respective directors, officers, members, employees, agents/consultants and authorized representatives from and against any and all liabilities, actions, claims, damages, costs and expenses, including attorneys' fees and costs and expert consultants' fees and expenses of suit, that may be asserted by any person or entity, including Contractor, arising out of or in connection with the activities of the Contractor, its subcontractors, and their respective agents and employees whether or not there is concurrent passive negligence on the part of the District, the Board or CIWA, but excluding liabilities due to the sole negligence or willful misconduct of the District, The Board or the Architect. This indemnification obligation is not limited in any way to be a limitation on the amount or type of damages or compensation payable by or for the Contractor or his agents under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

16. Termination. Non-Compliance with the requirement set in the "Required Service" chart may be cause for termination of the contract. In addition, Contractor's untimely or unprofessional performance of services, inaccurate billings or records, or illegal or inappropriate disposal of garbage or recyclables shall constitute a material breach of this Agreement. Contractor agrees and acknowledges that in the event of any such breach, the District may terminate this contract on three days written notice to the Contractor.

17. Notices and Billing. Mail all notices, correspondence and billings to:

CIWA, Inc.
P. O. Box 9846
San Jose, CA 95157

Copies of all notices, correspondence and billings should also be mailed to:

New Haven Unified School District: Accounts Payable
34200 Alvarado Niles Road
Union City, CA 94587

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**SECTION 3
BID FORMS**

1. Bid Form & Proposal
2. Statement of Business Classification
3. Bid Bond
4. Designated Subcontractors List
5. Non-Collusion Affidavit
6. Performance Bond
7. Payment Bond
8. Workers' Compensation Certificate
9. Criminal Background Investigation/Fingerprinting Certification
10. Bidders References
11. Equipment & Staffing for Required Service
12. Rate Chart Submissions:
 - a. Table 1: Work Locations & Schedule Service Levels
 - i. Table 1A: WET-Waste –Trash
 - ii. Table 1B: DRY Waste – Recycle
 - iii. Table 1C: COMPOST – Organics
 - iv. Table 1D: Permanent Roll-off Box Services
 - b. Table 2: Commercial Scheduled Services
 - c. Table 3: Roll Off Debris Box Services
 - d. Table 4: Extra Pick-Up Rates
 - e. Table 5: Ancillary Charges (Commercial Scheduled Services)

NEW HAVEN UNIFIED SCHOOL DISTRICT
REQUEST FOR PROPOSAL #764
SOLID WASTE, COMPOST, AND RECYCLING
COLLECTION & DISPOSAL SERVICES

DOCUMENT 00140
BID FORM AND PROPOSAL

To: Governing Board of New Haven Unified School District

From: _____
(Proper Name of Bidder)

The undersigned declares that the Contract Documents including, without limitation, the Notice of Bidders and the Instructions to Bidders have been read and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Specifications of Bid No #764.

PROJECT: Solid Waste, Compost, & Recycling Collection & Disposal Services

And will accept in full payment for the Work the following total lump sum payment, all taxes, fuel surcharge, etc. are included in final bid pricing.

Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials and processes needed to complete the services.

1. The Bidder's Base Bid includes the following unit prices, which the Bidder must provide; list of schools and the service levels currently being utilized at each school at this time and is subject to change as needed.
2. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this proposal, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
3. 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 contracted the District Representative before bid date to verify the issuance of any clarifying Addenda.
4. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.

NEW HAVEN UNIFIED SCHOOL DISTRICT
REQUEST FOR PROPOSAL #764
SOLID WASTE, COMPOST, AND RECYCLING
COLLECTION & DISPOSAL SERVICES

5. 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.
6. The following document is attached hereto:
 - a. The Non-Collusion Affidavit

Receipt and acceptance of the following addenda is hereby acknowledged:

No. _____	Dated: _____
No. _____	Dated: _____
No. _____	Dated: _____
No. _____	Dated: _____

7. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
8. Bidder specifically acknowledges and understands that if it is awarded the Contract that it shall perform the Work of the Project while complying with all the applicable provisions of the District's labor compliance program.
9. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
10. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
11. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal Gov. Code 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
12. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is

NEW HAVEN UNIFIED SCHOOL DISTRICT
REQUEST FOR PROPOSAL #764
SOLID WASTE, COMPOST, AND RECYCLING
COLLECTION & DISPOSAL SERVICES

regularly engaged in the general class and type of work called for in the Contract Documents.

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

Date this _____ day of _____ 2015

Name of Bidder _____

Type of Organization _____

Signed by _____

Title of Signer _____

Address of Bidder _____

Taxpayer's Identification No. of Bidder _____

Telephone Number _____

Fax Number _____

Email _____ Web Site _____

If Bidder is a corporation, affix corporate seal.

Name of Corporation: _____

President: _____

Secretary: _____

Treasurer: _____

Manager: _____

END OF DOCUMENT

NEW HAVEN UNIFIED SCHOOL DISTRICT
REQUEST FOR PROPOSAL #764
SOLID WASTE, COMPOST, AND RECYCLING
COLLECTION & DISPOSAL SERVICES

STATEMENT OF BUSINESS CLASSIFICATION

Bidder must check one of the following classifications which fits; its type of business organization and furnish information required under that classification.

Please Typewrite or print your answers.

() BIDDER IS AN INDIVIDUAL –

Bidder's name as it appears on State Contractor's License is:

() BIDDER IS AN INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME –

Bidder's individual name and firm name are as they appear on State Contractor's License are:

() BIDDER IS A CO PARTNERSHIP –

Bidder's firm name as it appears on State Contractor's License is:

The full names of all the partners as they appear on State Contractor's License are:

() BIDDER IS A CORPORATION –

The full name of the corporation as it appears on the State Contractor's License is:

Corporation is incorporated in the state of _____

END OF DOCUMENT

NEW HAVEN UNIFIED SCHOOL DISTRICT
REQUEST FOR PROPOSAL #764
SOLID WASTE, COMPOST, AND RECYCLING
COLLECTION & DISPOSAL SERVICES

DOCUMENT 00150
BID BOND

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

KNOW ALL PERSONS BY THESE PRESENTS:

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

a corporation organized and existing under and by virtue of the laws of the State of _____ and authorized to do business as a surety in the State of California, are held and firmly bound unto the New Haven Unified School District (“District”) of _____ County, State of California as Oblige, in the sum of

_____ (\$ _____)

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

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the District for all Work specifically described in the accompanying bid;

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

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work to be

NEW HAVEN UNIFIED SCHOOL DISTRICT
REQUEST FOR PROPOSAL #764
SOLID WASTE, COMPOST, AND RECYCLING
COLLECTION & DISPOSAL SERVICES

performed there under, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work, or to the specifications. In the event suit is brought upon this bond by the Oblige and judgment is recovered, the Surety shall pay all costs incurred by the Oblige in such suit, including a reasonable attorneys' fee to be fixed by the Court.

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

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

(Affix Corporate Seal)

Principal

By

(Affix Corporate Seal)

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

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

END OF DOCUMENT

NEW HAVEN UNIFIED SCHOOL DISTRICT
REQUEST FOR PROPOSAL #764
SOLID WASTE, COMPOST, AND RECYCLING
COLLECTION & DISPOSAL SERVICES

DOCUMENT 00160
DESIGNATED SUBCONTRACTORS LIST

PROJECT: **SOLID WASTE, COMPOST, AND RECYCLING COLLECTION & DISPOSAL SERVICES** (Project Name)

Bidder must list hereinafter the name and location of each subcontractor who will be employed, and the kind of Work that each will perform if the Contract is awarded to the Bidder. Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly set forth below the name, location, and license # of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work in an amount in excess of one-half of one percent (1/2 of 1%) of Bidder's total Bid, and that as to any Work that Bidder fails to list, Bidder agrees to perform that portion itself or be subjected to penalty under applicable law.

In case more than one subcontractor is named for the same kind of Work, state the portion that each will perform. Vendors or suppliers of materials only do not need to be listed.

If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.

Subcontractor Name: _____ **Location:** _____

Portion of Work: _____ **License #:** _____

Subcontractor Name: _____ **Location:** _____

Portion of Work: _____ **License #:** _____

Subcontractor Name: _____ **Location:** _____

Portion of Work: _____ **License #:** _____

Subcontractor Name: _____ **Location:** _____

Portion of Work: _____ **License #:** _____

Subcontractor Name: _____ **Location:** _____

Portion of Work: _____ **License #:** _____

Subcontractor Name: _____ **Location:** _____

NEW HAVEN UNIFIED SCHOOL DISTRICT
REQUEST FOR PROPOSAL #764
SOLID WASTE, COMPOST, AND RECYCLING
COLLECTION & DISPOSAL SERVICES

Portion of Work: _____ License #: _____

Subcontractor Name: _____ Location: _____

Portion of Work: _____ License #: _____

Subcontractor Name: _____ Location: _____

Portion of Work: _____ License #: _____

Subcontractor Name: _____ Location: _____

Portion of Work: _____ License #: _____

Subcontractor Name: _____ Location: _____

Portion of Work: _____ License #: _____

Subcontractor Name: _____ Location: _____

Portion of Work: _____ License #: _____

Subcontractor Name: _____ Location: _____

Portion of Work: _____ License #: _____

Subcontractor Name: _____ Location: _____

Portion of Work: _____ License #: _____

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

NEW HAVEN UNIFIED SCHOOL DISTRICT
REQUEST FOR PROPOSAL #764
 SOLID WASTE, COMPOST, AND RECYCLING
 COLLECTION & DISPOSAL SERVICES

DOCUMENT 00330
NONCOLLUSION AFFIDAVIT
Public Contracts Code Section 7106

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

STATE OF CALIFORNIA)
) ss.
 COUNTY OF _____)

_____ being first
 duly sworn deposes and says that he or she is _____ of _____
 _____, the Bidder
 making the foregoing 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 induced or
 solicited any other bidder to put in a false or sham bid, and 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 District 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 association, organization, bid depository, or to
 any member or agent thereof to effectuate a collusive or sham bid.

I certify and declare under penalty of perjury under the laws of the State of California that all the
 foregoing information in this Non-collusion Affidavit is true and correct.

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

(ATTACH NOTARIAL ACKNOWLEDGMENT FOR THE ABOVE SIGNATURE)
END OF DOCUMENT

NEW HAVEN UNIFIED SCHOOL DISTRICT
REQUEST FOR PROPOSAL #764
SOLID WASTE, COMPOST, AND RECYCLING
COLLECTION & DISPOSAL SERVICES

DOCUMENT 00610

PERFORMANCE BOND
(100% of Contract Price)

(Note: Bidders must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That WHEREAS, the governing board ("Board") of the New Haven Unified School District, ("District") and _____, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

SOLID WASTE, COMPOST, AND RECYCLING COLLECTION & DISPOSAL SERVICES (Project Name)

("Project" or "Contract")

which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

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

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto the Board of the District in the penal sum of _____ DOLLARS (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to perform all the work required to complete the Project and to pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the intent and meaning, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

And the 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

NEW HAVEN UNIFIED SCHOOL DISTRICT
REQUEST FOR PROPOSAL #764
SOLID WASTE, COMPOST, AND RECYCLING
COLLECTION & DISPOSAL SERVICES

or the specifications accompanying the same shall in any way 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 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 above named, on the ____ day of _____, 20__.

(Affix Corporate Seal)

Principal

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

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

END OF DOCUMENT

NEW HAVEN UNIFIED SCHOOL DISTRICT
REQUEST FOR PROPOSAL #764
SOLID WASTE, COMPOST, AND RECYCLING
COLLECTION & DISPOSAL SERVICES

DOCUMENT 00620
PAYMENT BOND
Contractor's Labor & Material Bond
(100% of Contract Price)

(Note: Bidders must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That WHEREAS, the governing board ("Board") of the New Haven Unified School District, (or "District") and _____, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to

SOLID WASTE, COMPOST, AND RECYCLING COLLECTION & DISPOSAL SERVICES (Project Name)

("Project")

which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to 100 percent (100%) of the Contract price, to secure the claims to which reference is made in sections 3179 through 3214 and 3247 through 3252 of the Civil Code of California, and division 2, part 7, of the Labor Code of California.

NOW, THEREFORE, WE, the Principal and _____, ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of _____ Dollars (\$ _____), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

NEW HAVEN UNIFIED SCHOOL DISTRICT
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SOLID WASTE, COMPOST, AND RECYCLING
COLLECTION & DISPOSAL SERVICES

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under sections 3179 through 3214 and 3247 through 3252 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

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 above named, on the _____ day of _____, 20__.

(Affix Corporate Seal)

Principal

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

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

END OF DOCUMENT

NEW HAVEN UNIFIED SCHOOL DISTRICT
REQUEST FOR PROPOSAL #764
SOLID WASTE, COMPOST, AND RECYCLING
COLLECTION & DISPOSAL SERVICES

DOCUMENT 00905
WORKERS' COMPENSATION CERT.

PROJECT/CONTRACT NO. – RFP #764 BETWEEN New Haven Unified School District and

SOLID WASTE, COMPOST, AND RECYCLING COLLECTION
& DISPOSAL SERVICES

Labor Code section 3700 in relevant part provides:

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

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

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

(In accordance with 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.)

END OF DOCUMENT

NEW HAVEN UNIFIED SCHOOL DISTRICT
REQUEST FOR PROPOSAL #764
SOLID WASTE, COMPOST, AND RECYCLING
COLLECTION & DISPOSAL SERVICES

DOCUMENT 00940

**CRIMINAL BACKGROUND INVESTIGATION/ FINGERPRINTING
CERTIFICATION**

PROJECT/CONTRACT NO.: **Solid Waste Disposal , Compost & Recycling Collection & Disposal Services # 764** between the New Haven Unified School District (“District”) and _____ (“Contractor” or “Bidder”) (“Contract” or “Project”).

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

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

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

_____ The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

_____ Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

_____ Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is

Name: _____

Title: _____

_____ The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

NEW HAVEN UNIFIED SCHOOL DISTRICT
REQUEST FOR PROPOSAL #764
SOLID WASTE, COMPOST, AND RECYCLING
COLLECTION & DISPOSAL SERVICES

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

NEW HAVEN UNIFIED SCHOOL DISTRICT
REQUEST FOR PROPOSAL #764
SOLID WASTE, COMPOST, AND RECYCLING
COLLECTION & DISPOSAL SERVICES

BIDDERS REFERENCES

Provide at least four references for recent similar services performed. Information must be complete.

Name of Customer _____

Contact Person _____

Phone Number _____

Address _____

Brief description of services performed and dates

Name of Customer _____

Contact Person _____

Phone Number _____

Address _____

Brief description of services performed and dates

Name of Customer _____

Contact Person _____

Phone Number _____

Address _____

Brief description of services performed and dates

NEW HAVEN UNIFIED SCHOOL DISTRICT
REQUEST FOR PROPOSAL #764
SOLID WASTE, COMPOST, AND RECYCLING
COLLECTION & DISPOSAL SERVICES

EQUIPMENT AND STAFFING FOR REQUIRED SERVICES

List and describe equipment, trucks and staffing to be used to perform services for the District listed on “Required Services Chart”.

**NEW HAVEN UNIFIED SCHOOL DISTRICT
REQUEST FOR PROPOSAL #764
SOLID WASTE, COMPOST, AND RECYCLING
COLLECTION & DISPOSAL SERVICES**

TABLE 1-A

Work Locations and Scheduled Service Levels									
School Names	Address		WET WASTE TRASH						
			WET-Waste-TRASH			Weekly Total	Monthly Total	Annual Total	
			# bins	size	x per week				
Alvarado Elementary	31100 Fredii St	Union City, Ca 94587	1	7	1xwk				
Eastin Elementary	34901 Eastin Dr.	Union City, Ca 94587	2	6	1xwk				
Emanuele Elementary	100 Decoto Rd	Union City, Ca 94587	1	7	1xwk				
Hillview Crest Elementary	31410 Wheelon Av	Hayward, Ca 94544	1	7	1xwk				
Kitayama Elementary	1959 Sunsprite Dr.	Union City, Ca 94587	1	6	1xwk				
Pioneer Elementary	32737 Bel Aire St.	Union City, Ca 94587	1	4	1xwk				
Pioneer Elementary	32737 Bel Aire St.	Union City, Ca 94587	1	7	1xwk				
Searles Elementary	33629 15th Street	Union City, Ca 94587	1	7	1xwk				
Barnard White Middle	725 Whipple Rd	Union City, Ca 94587	1	7	1xwk				
Barnard White Middle	725 Whipple Rd	Union City, Ca 94587	1	7	1xwk				
Alvarado Middle	316604 Alvarado Blvd	Union City, Ca 94587	2	7	1xwk				
Cesar Chavez Middle	2801 Hop Ranch Rd	Union City, Ca 94587	2	7	1xwk				
Cesar Chavez Middle	2801 Hop Ranch Rd	Union City, Ca 94587	1	4	1xwk				
Conley-Caraballo High	541 Blanche St	Hayward, Ca 94544	1	7	1xwk				
Decoto Ind Sudy-Adult Sch	600 G St	Union City, Ca 94587	1	4	1xwk				
NH Education Serv Cnt	34200 Alvarado Niles Rd	Union City, Ca 94587	1	7	1xwk				
Central Kitchen	2831 Faber St	Union City, Ca 94587	1	4yd FEL Compactor	1xwk				
						TOTAL			

Table 1-A

**NEW HAVEN UNIFIED SCHOOL DISTRICT
REQUEST FOR PROPOSAL #764
SOLID WASTE, COMPOST, AND RECYCLING
COLLECTION & DISPOSAL SERVICES**

TABLE 1-B

Work Locations and Scheduled Service Levels								
School Names	Address		DRY WASTE RECYCLE					
			DRY-WasteRecycle			Weekly Total	Monthly Total	Annual Total
			# bins	size	x per week			
Alvarado Elementary	31100 Fredii St	Union City, Ca 94587	2	7	1xweek			
Eastin Elementary	34901 Eastin Dr.	Union City, Ca 94587	2	7	1xweek			
Emanuele Elementary	100 Decoto Rd	Union City, Ca 94587	2	7	1xweek			
Emanuele Elementary			1	2	1xweek			
Hillview Crest Elementary	31410 Wheelon Av	Hayward, Ca 94544	2	6	1xweek			
Kitayama Elementary	1959 Sunsprite Dr.	Union City, Ca 94587	3	7	1xweek			
Pioneer Elementary	32737 Bel Aire St.	Union City, Ca 94587	2	7	1xweek			
Pioneer Elementary								
Searles Elementary	33629 15th Street	Union City, Ca 94587	2	6	2xweek			
Barnard White Middle	725 Whipple Rd	Union City, Ca 94587	1	7	1xweek			
Barnard White Middle								
Alvarado Middle	316604 Alvarado Blvd	Union City, Ca 94587	2	7	1xweek			
Cesar Chavez Middle	2801 Hop Ranch Rd	Union City, Ca 94587	2	7	1xweek			
Cesar Chavez Middle								
Conley-Caraballo High	541 Blanche St	Hayward, Ca 94544	1	4	1xweek			
Conley-Caraballo High	* green/yard waste from garden program							
James Logan High	1800 H Street	Union City, Ca 94587	2	4	3xweek			
Decoto Ind Sudy-Adult Sch	600 G St	Union City, Ca 94587	1	4	1xweek			
NH Education Serv Cnt	34200 Alvarado Niles Rd	Union City, Ca 94587	1	7	1xweek			
Corp Yard	3636 Smith St	Union City, Ca 94587	1	1	1xweek			
Central Kitchen	2831 Faber St	Union City, Ca 94587						
						TOTAL		

Table 1-B

**NEW HAVEN UNIFIED SCHOOL DISTRICT
REQUEST FOR PROPOSAL #764
SOLID WASTE, COMPOST, AND RECYCLING
COLLECTION & DISPOSAL SERVICES**

TABLE 1-C

Work Locations and Scheduled Service Levels								
School Names	Address		COMPOST - ORGANICS					
			Compost-Organics			Weekly Total	Monthly Total	Annual Total
			# bins	size	frequency			
Alvarado Elementary	31100 Fredii St	Union City, Ca 94587	1	3	1xweek			
Eastin Elementary	34901 Eastin Dr.	Union City, Ca 94587	1	3	1xweek			
Emanuele Elementary	100 Decoto Rd	Union City, Ca 94587	1	3	1xweek			
Hillview Crest Elementary	31410 Wheelon Av	Hayward, Ca 94544	1	3	1xweek			
Kitayama Elementary	1959 Sunsprite Dr.	Union City, Ca 94587	1	3	1xweek			
Pioneer Elementary	32737 Bel Aire St.	Union City, Ca 94587	1	3	1xweek			
Searles Elementary	33629 15th Street	Union City, Ca 94587	1	3	1xweek			
Barnard White Middle	725 Whipple Rd	Union City, Ca 94587	1	3	1xweek			
Alvarado Middle	316604 Alvarado Blvd	Union City, Ca 94587	2	3	1xweek			
Cesar Chavez Middle	2801 Hop Ranch Rd	Union City, Ca 94587	2	3	1xweek			
Conley-Caraballo High	541 Blanche St	Hayward, Ca 94544	1	3	1xweek			
Conley-Caraballo High	* green/yard waste from garden program		*1	.5(96)	1xweek			
James Logan High	1800 H Street	Union City, Ca 94587	1	3	1xweek			
Decoto Ind Sudy-Adult Sch	600 G St	Union City, Ca 94587	1	3	1xweek			
NH Education Serv Cnt	34200 Alvarado Niles Rd	Union City, Ca 94587	1	3	1xweek			
Corp Yard	3636 Smith St	Union City, Ca 94587	1	3	1xweek			
Central Kitchen	2831 Faber St	Union City, Ca 94587	1	3	1xweek			
						TOTAL		

Table 1-C

NEW HAVEN UNIFIED SCHOOL DISTRICT
REQUEST FOR PROPOSAL #764
SOLID WASTE, COMPOST, AND RECYCLING
COLLECTION & DISPOSAL SERVICES

TABLE 1-D

Work Locations and Scheduled Service Levels							
Work Locations Permanent RollOff Box Services							
Site			# bins	size	frequency	Rate per Pull	Material Type
James Logan High	1800 H St	Union City, CA 94587	1	15C	On Call		TRASH
James Logan High	1800 H St	Union City, CA 94587	1	35C-Rcy	On Call		DRY-Recycle
Corp Yard	3636 Smith St	Union City, CA 94587	1	40yd	On Call		TRASH
Corp Yard	3636 Smith St	Union City, CA 94587	1	40yd	On Call		GreenYardwaste

NEW HAVEN UNIFIED SCHOOL DISTRICT
 REQUEST FOR PROPOSAL #764
**SOLID WASTE, COMPOST, AND RECYCLING
 COLLECTION & DISPOSAL SERVICES**

TABLE 2

COMMERCIAL SCHEDULED SERVICES					
Container SIZE Cart or Bin	WET WASTE -TRASH				
	Monthly Rate per Cart or Bin -				
	Service per Week				
	1xweek	2xweek	3xweek	4xweek	5xweek
0.33 (64 gal)					
0.5 (96 gal)					
1 yd					
1.5 yd					
2 yd					
3 yd					
4 yd					
6 yd					
7 yd					

Container SIZE Cart or Bin	DRY WASTE- RECYCLING				
	Monthly Rate per Cart or Bin				
	Service per Week				
	1xweek	2xweek	3xweek	4xweek	5xweek
0.33 (64 gal)					
0.5 (96 gal)					
1 yd					
1.5 yd					
2 yd					
3 yd					
4 yd					
6 yd					
7 yd					

Container SIZE Cart or Bin	COMPOST-ORGANICS				
	Monthly Rate per Cart or Bin				
	Service per Week				
	1xweek	2xweek	3xweek	4xweek	5xweek
0.33 (64 gal)					
0.5 (96 gal)					
1 yd					
1.5 yd					
2 yd					
3 yd					
4 yd					

NEW HAVEN UNIFIED SCHOOL DISTRICT
 REQUEST FOR PROPOSAL #764
**SOLID WASTE, COMPOST, AND RECYCLING
 COLLECTION & DISPOSAL SERVICES**

TABLE 3

ROLL OFF DEBRIS BOX SERVICES	
TRASH	
10yd	
14yd	
20yd	
30yd	
40yd	
15 Yd Compactor	
35 Yd Compactor	
Delivery*	
*Temp boxes not already on site	

MIXED RECYCLING	
10yd	
14yd	
20yd	
30yd	
40yd	
15 Yd Compactor	
35 Yd Compactor	
Delivery*	
*Temp boxes not already on site	

GREENWASTE	
10yd	
14yd	
20yd	
30yd	
40yd	
Delivery*	
*Temp boxes not already on site	

C & D	
10yd	
14yd	
20yd	
30yd	
40yd	
Delivery*	
*Temp boxes not already on site	

ROCK, CONCRETE, DIRT	
6yd	
10yd	
Delivery*	
*Temp boxes not already on site	

**ALL RATES ARE ALL INCLUSIVE :NO ADDITIONAL FEES
 (No Fuel & Envir, No Tonnage)**

**NEW HAVEN UNIFIED SCHOOL DISTRICT
REQUEST FOR PROPOSAL #764
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COLLECTION & DISPOSAL SERVICES**

TABLE 4

EXTRA PICK UP RATES			
	TRASH	RECYCLE	COMPOST
Cubic Yards	Charge per Occurance	Charge per Occurance	Charge per Occurance
0.33 (64 gal.)			
0.5 (96 gal.)			
2yd			
3yd			
4yd			
6yd			
7yd			Not Available

NEW HAVEN UNIFIED SCHOOL DISTRICT
 REQUEST FOR PROPOSAL #764
**SOLID WASTE, COMPOST, AND RECYCLING
 COLLECTION & DISPOSAL SERVICES**

TABLE 5

ANCILLARY CHARGES :COMMERCIAL SCHEDULED SERVICES		
Bin or Cart Delivery or Removal	Two per year no charge per site	\$0.00
Bin or Cart Delivery or Removal	3rd delivery or removal per site (not per bin or cart)	
Bin or Cart Delivery or Replacement for Cleaning	One time per year if needed	
Bin or Cart Delivery or Removal Trip Charge	Per Trip if site is not ready	
Graffiti Removal	Onsite cleaning or painting or bin exchanged	
Overfilled Bins-OVERFLOW	Per occurrence.	
Locks	TO BE PROVIDED BY CONTRACTOR	\$0.00
Servicing locked Bins	Per Bin per Service	
Lock bars for FEL serviced bins	Bins with lock bar are to be provided by Contractor	
Stopwaste.org Fees	Rates per service level dictated by Alameda County Waste Authority	
ANCILLARY CHARGES: ROLL OFF PERMANENT AND TEMPORARY SERVICES		
Delivery per box	Temp bins one time delivery (bins not on site)	
Exchange	no extra charges for bins on site	
Removal	no extra charges for bins on site	
Trip Charge	Driver Arrives at site and not able to service due to customer caused circumstance	
Fuel, Environmental or Cost Recovery Fee	NO FEES TO BE ADDED: RATES ARE ALL INCULSIVE	\$0.00