

# San Dieguito Union High School District

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**RFP no. B2024-03**

**REQUEST FOR PROPOSALS FOR  
DISTRICT WIDE TRASH WASTE RECYCLING DISPOSAL SERVICES**

**PROPOSALS DUE DATE:**

**October 17, 2023 @ 11:00 a.m. PST**

San Dieguito Union High School District, Attn: Purchasing, 625 N. Vulcan Avenue  
Encinitas, CA 92024

Outside envelope must include "RFP # B2024-03 due 10/17/23 11:00 AM"

**CONTACT:**

Ellen Fritz, Director of Purchasing, [ellen.fritz@sduhsd.net](mailto:ellen.fritz@sduhsd.net), (760)753-6491 ext. 5521

**SAN DIEGUITO UNION HIGH SCHOOL DISTRICT  
Purchasing Department**

**Trash Waste Recycling Disposal  
Services RFP # B2024-03**

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## NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the San Dieguito Union High School District of San Diego County, California, acting by and through its Governing Board, hereinafter referred to as the District, **will receive up to, but not later than 11:00 AM PST on October 17, 2023**, sealed proposals for the award of a contract for

### Request for Proposals Trash Waste Recycling Disposal Services RFP # B2024-03

Sealed proposals shall be received at the San Dieguito Union High School District Purchasing department temporarily at Maintenance & Operations, 625 N. Vulcan Ave, Encinitas, California, 92024.

The Request for Proposal (RFP) documents may be downloaded from the District's Purchasing website: <https://www.sduhsd.net/Departments/Business-Services/Purchasing/index.html>.

All questions and requests for information regarding this RFP must be emailed to [ellen.fritz@sduhsd.net](mailto:ellen.fritz@sduhsd.net) no later than 11:00 AM PST October 3, 2023. Responses to questions will be an Addendum and posted to our website by 11:00 AM PST October 9, 2023. It is the proposer's responsibility to check the website for Addenda.

Services must be fully compliant with all applicable laws, policies, regulations, and requirements including District, City of Encinitas, City of Del Mar, City of Solana Beach, San Diego County, State of California, and Federal. Each proposal must conform and be responsive to this Request For Proposal, and all other documents comprising the pertinent Contract Documents.

Proposals must be submitted in the form of a sealed envelope containing two (2) hard copies of the vendor's proposal. Note on outside of envelope, "RFP # B2024-03 due 10/17/23 11:00 AM".

The District reserves the right to reject any or all proposals, to accept or to reject any one or more items of a proposal, or to waive any irregularities or informalities in the proposals or in the proposal evaluation process.

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT  
Clerk of the Governing Board

Publication name: The Daily Transcript, San Diego  
Publication dates: September 18 and September 25, 2023

## **CHECK LIST & KEY DATES FOR RESPONDENTS**

Please review this list before submitting your proposal

### **Key Dates for this RFP**

RFP Advertisement	September 18, 2023
Deadline for Inquiries/Questions	Tuesday, October 3, 2023 by 11:00 AM
Response to Inquiries/Questions	Monday, October 9, 2023 by 11:00 AM
Proposal Deadline	Tuesday, October 17, 2023 by 11:00 AM
Interview Dates (if necessary)	October 23-25, 2023
Vendor Selection and Notification	October 27, 2023
Contract Award Board Meeting	Tuesday, November 14, 2023
Contract Begins	January 1, 2024

1. Read all 30 pages of the RFP.
2. Complete and return with proposal:
  - Attachment C – Non-Collusion Affidavit
  - Attachment D – Contractors Certificate Regarding Workers Compensation
  - Attachment E – Contractor’s Certificate Regarding Drug-Free Workplace
3. Complete and return with proposal:
  - Attachment A – Information Required of Respondents, Questions and Answers
  - Attachment B – Base Specifications Proposal Response Price Sheet, Excel form
4. Completed RFP package proposal in the form of two hard copies and proposal electronically on a USB flash drive in a sealed envelope with “RFP # B2024-03 due 10/17/23 11:00 AM” printed on outside of envelope.
5. Arrange to bring or mail the proposal so that it will arrive on or before October 17, 2023 by 11 AM at the San Dieguito Union High School District per instructions.

END DOCUMENT  
CHECK LIST FOR RESPONDENTS

## **INFORMATION FOR RESPONDENTS**

In this document and subsequent documents of this RFP B2024-03, the District is and shall be the San Dieguito Union High School District and the Contractor shall be the successful Respondent.

### **1. SECURING DOCUMENTS**

RFP document and Addenda can be downloaded from the district website, Purchasing, Current Bids

- <https://www.sduhsd.net/Departments/Business-Services/Purchasing/index.html>

### **2. PREPARATION OF RFP DOCUMENTS - Proposals**

RFPs to receive consideration shall be made in accordance with the following instructions:

a) RFPs shall be made upon the forms therefore obtained from the district Purchasing Department and properly executed. In the case where additional pages are needed to supply the information requested respondents may submit additional sheets as necessary. RFP documents can be written in ink, by typewriter, or via a word processing or other software program for any additional pages. RFPs are to be verified, as they cannot be corrected after they are opened. The signature of all persons signing shall be in longhand. The completed forms must not contain any erasures, interlineations or corrections unless each such correction is suitably authenticated with the initials of the person signing the RFP. Alternative proposals will not be considered unless requested in the specifications. No oral or telegraphic modifications will be considered.

b) Before submitting a proposal, Respondents shall carefully examine specifications, and the forms of other documents. They shall fully inform themselves as to all existing conditions and limitations, and shall ensure that per pick up cost is reflected in the RFP. No allowance will be made because of lack of such examination or knowledge.

f) All proposed prices must include all costs including, but not limited to, uncontrollable costs; for example: labor cost, fuel cost, container cost, and utility cost.

g) No proposal shall include California sales or use tax, or Federal excise tax.

h) Additional fuel surcharges on invoices will not be accepted.

j) Sealed proposals in an envelope with two hard copies and one electronic version on USB thumb drive, via US Mail, FedEx, UPS, in person delivery to San Dieguito Union High School District, Attention: Purchasing Department, or its representative, at its office on or before the day and hour set for the opening of proposals in the NOTICE TO BIDDERS published in the Daily Transcript, San Diego. Any proposals received after the scheduled closing time for receipt of proposals shall be returned to the Respondent unopened.

### **3. ADDENDA OR BULLETINS**

Any addenda or bulletins issued by the San Dieguito Union High School District during the proposal preparation time shall be covered in the RFP and shall be made a part of the Contract.

### **4. WITHDRAWAL OF PROPOSALS**

Any Respondent may withdraw their proposal, either personally or by written request, at any time prior to the scheduled time for opening of proposals. No Respondent may withdraw their proposal for a period of sixty (60) days after the date set for the opening thereof.

#### **5. AWARD OR REJECTION OF PROPOSALS**

Proposals will be evaluated by selection panel on the basis of response to all the provisions of the RFP. The District may use some or all of the following criteria in its evaluation and comparison of the proposals submitted. The criteria listed below are not necessarily an all-inclusive list, as sub-criteria may also be contemplated. The District reserves the right to reject any or all proposals, in whole or in part, and to waive any informalities permitted by law. No agreement shall exist until the District's Board of Trustees has awarded and approved the Agreement and it has been mutually executed.

<b>RFP Evaluation Criteria</b>	<b>Point Value</b>
Pricing Structure	0-40
Program Offering to Reduce Waste & Cost	0-25
Qualifications & Service Capability	0-20
Experience, Performance, Reference	0-15
<b>Total</b>	<b>100</b>

#### **6. AGREEMENT**

The form of agreement, which the successful Respondent, as contractor, will be required to execute, is included in the contract documents and should be carefully examined by the Respondent. The complete contract consists of all of the documents within this RFP as well as the proposal submitted by the Respondent. All of the documents are intended to cooperate and be complementary. In the case where a Proposal has terms and/or conditions that contradict any term or condition within the District's RFP package, the terms and conditions contained in the District's RFP package shall take precedence. The intention of the documents is to include all labor, transportation, and services necessary for the proper delivery of all items called for in the Contract.

#### **7. INTERPRETATION OF DOCUMENTS**

If any person contemplating submitting a proposal for the proposed contract is in doubt as to the true meaning of any part of the specifications, or other proposed contract documents, or finds discrepancies in, or omissions from the specifications, they may contact the Contracts Analyst to request an interpretation or correction thereof. The District may require that such request be in writing, in which case the person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents will be made only by Addendum will be emailed and posted to website. The San Dieguito Union High School District will not be responsible for any other explanation or interpretation of the proposed documents.

#### **8. RESPONDENTS INTERESTED 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 items. A person, firm or corporation submitting a sub-proposal to a Respondent, or who has provided prices on materials to a Respondent, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Respondents.

#### **9. CONDITIONAL RESPONSE**

The District reserves the right to reject any proposal which imposes conditions, or terms,

which were not specified in the original RFP document.

**10. ETHICS**

The District expects the Respondents to maintain high ethical standards in engaging in the competitive process. The proposal amount of one Respondent should not be divulged to another before the award of the contract. The District will consider any Respondent found to be engaging in such practices to be non-responsible and may reject its proposal on that ground.

**11. NAME OF THE COMPANY**

Respondents shall specify the name or legal entity of their company and/or any fictitious name under which business is conducted. Proposals must be submitted under the correct name of the company and signed by an authorized representative of the firm.

**12. CONTRACTOR'S LICENSE, PERMITS AND TAXES**

The proposer Respondent shall be licensed in accordance with the laws of the State of California for the work to be performed. The cost of any required licenses or permits shall be the responsibility of the successful proposer. The successful proposer is liable for any and all taxed due as a result of this contract. Proposer shall be required to provide appropriate licenses from all federal, state, and local governments.

**13. STORM WATER MANAGEMENT:**

Contractor shall comply with the lawful requirements of the District, the State of California, and all applicable municipalities and local agencies regarding discharges to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

**END OF DOCUMENT  
INFORMATION FOR RESPONDENTS**

## **SCOPE OF WORK AND SPECIFICATIONS**

### **SCOPE OF WORK**

San Dieguito Union High School District (District) is requesting proposals for recycling and trash waste disposal services from all district sites. The San Dieguito Union High School educates approximately 12,500 students within an 85 square-mile area that serves north San Diego County communities of Cardiff-by-the-Sea, Encinitas, Leucadia, and Olivenhain in the City of Encinitas; the cities of Del Mar and Solana Beach; the community of La Costa in the City of Carlsbad; the community of Carmel Valley in the City of San Diego; and the communities of Rancho Santa Fe and Fairbanks Ranch. The District is comprised of fifteen (15) locations. The District operates five (5) middle schools, four (4) comprehensive high schools, one (1) alternative high school, and one (1) 26-acre sports complex (See Attachment B for District Boundary Map).

In addition to traditional hauling, recyclables processing and disposal services, the District is interested in a contractor who will be proactive in helping the District manage all waste and recyclables more cost effectively. In 2022, the district's trash waste recycling disposal contract was valued at \$114,764.00.

The District would like to meet the following objectives:

1. Seek continual improvement in the District resource use and increasing diversion and sustainability (reduce, reuse, and recycle/compost);
2. Optimize current hauling, garbage disposal and recycling service to reduce overall waste management system costs;
3. Develop a detailed tracking, reporting, and invoicing system.

Refer Attachment B for detailed specifications



## PROPOSAL SCHEDULE

The timeline for the selection process is as follows: Complete responses must be received at the Purchasing Department temporary bid acceptance location, 625 N. Vulcan Ave, Encinitas, CA 92024, no later than 11:00 AM PST on October 17, 2023. Respondents must supply two (2) hard copies of the proposal and one (1) digital copy on USB flash drive media. The District anticipates completing the selection process by October 26, 2023. All respondents will be notified of the District's decision at this time, which should allow time if the existing district contractor needs to remove their bins and coordinate for a smooth transition with the new contractor to supply their bins. District staff will submit their recommendation for contract award to the School Board for approval at their meeting on November 12, 2023. It is anticipated that all contract documents will be completed by December 8, 2023 and that the contract will begin in full on January 1, 2024.

## MANAGEMENT OF WASTE AND RECYCLABLES

The successful respondent will manage all waste streams from the District facilities listed in RFP B2024-03 Attachment B: Base Specifications Response Price Sheet at the locations, days, and frequencies identified. This includes all regularly generated solid, non-hazardous waste and recyclables. Recyclables will include Green Waste, Mixed Paper, Plastic Bottles, Glass Bottles, Tin and Aluminum Material, some confidential paper, cardboard, office paper, and co-mingled beverage containers. The successful respondent must take over existing service levels for these materials and should suggest a more effective program per the Proposed Program Implementation of the RFP.

New locations within the District may be added at a later date at the contract price. Full pick up schedule will run September through June. July and August months will run a limited schedule. District will provide specific July/August schedule to Contractor in June.

On a periodic basis, the successful respondent may also be asked to provide or coordinate disposal of occasional waste streams such as used computers/e-waste, fluorescent ballasts, batteries, office equipment and supplies, or spikes in waste due to construction/demolition. These services are apart from the base proposal and will be reimbursed by the District under a separate purchase order. This type of work may be competitively bid at the District's discretion.

The District is also interested in obtaining pricing for maintaining their refuse compactors. The District currently owns the below compactors at various locations:

- Four (4) Costello 40-yard compactors
- Five (5) Costello 3-yard compactors

The District would like to get a price for Preventative Maintenance Services on all of its compactors that would include inspection, cleaning, lube, and a detailed report regarding any recommended repairs that may need attention.

District reserves the right to dispose of plastic bottles and aluminum cans on their own through their own special programs.

## **RECYCLING & WASTE MANAGEMENT PROGRAM**

San Dieguito Union High School District (District) desires to contract with one Contractor to pick up and dispose of all solid waste and recyclable materials from all District sites within District boundaries and as needed. The successful respondent will be expected to take over waste & recycling services based on the current Specifications on the days and at the locations identified in the Price Sheet. Bin containers will be provided by the awarded vendor. The District will be expecting the successful respondent to make recommendations and work with the district in modifying all aspects of waste collection and recycling. Respondents shall provide pricing to take over existing services based on the Base Specifications provided in this RFP.

## **PERIOD OF PERFORMANCE**

The District is looking for a strategic long-term partner. As such, this contract will be awarded for a minimum period of 2-years with the option to renew annually for an additional three (3), one-year periods at the discretion of the District and the Contractor

## **RFP RESPONSE REQUIREMENTS**

**Each Respondent must provide a response to each of the following attachments:**

- **Attachment A – Information Required of Respondent**
- **Attachment B – Base Financial Proposal and Price Sheet Response Form**
- **Attachment C – Non-Collusion Affidavit**
- **Attachment D – Contractors Certificate Regarding Workers Compensation**
- **Attachment E – Contractor's Certificate Regarding Drug-Free Workplace**
- **Attachment F – Agreement**

All questions and requests for information regarding this RFP must be emailed to [ellen.fritz@sduhsd.net](mailto:ellen.fritz@sduhsd.net) no later than 11:00 AM PST October 3, 2023. Responses to questions will be an Addendum and posted to our website by 11:00 AM PST October 9, 2023. It is the proposer's responsibility to check the website for Addenda.

## ATTACHMENT A - Information Required of Respondent

(1) Firm name, address and contact information:

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(2) Telephone for this RFP: \_\_\_\_\_

Telephone for service: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Website URL Address: \_\_\_\_\_

(3) Type of firm: (check one) – Attach W-9 tax ID form

\_\_\_\_\_ Individual Partnership Corporation

\_\_\_\_\_ Subsidiary Government Entity

(4) Names and titles of all principals/officers of the firm (use additional sheet if needed): Name\_\_

Title \_\_\_\_\_

Phone Number \_\_\_\_\_

(5) Please list any applicable certifications and licenses and the associated numbers:

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(6) Have you or any of your principals ever conducted similar services under a different name or certification or different license number? \_\_\_\_\_

If Yes, give firm name, address and certification or license number.

(i) Name \_\_\_\_\_

(ii) Address \_\_\_\_\_

(iii) License No. (if any) \_\_\_\_\_

(7) How many years has your firm been in business under its present business name?

\_\_\_\_\_.

(8) How many years of experience does your firm have providing similar services?

\_\_\_\_\_.

(9) Please attach or list below why your firm should be selected by the District to provide the solicited services. Please include your company's approach to solving service problems.

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(10) Have you or any of your principals been in litigation or arbitration of any kind on a question or questions relating to similar services involving a school or community college district during the prior five (5) years? \_\_\_\_.

(a) If Yes, provide the name of the public agency and briefly detail the dispute:

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(11) Will your firm comply with all District, local, State and Federal legal requirements, policies, rules and regulations and laws? \_\_\_\_\_.

## REFERENCES

Have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of the District?

Identify any conflict of interest in (a):

(a) Please elaborate and discuss any potential, apparent or actual conflict of interest:

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Each firm must include the following references:

(a) List at least four (4) clients for whom you have provided similar services.

Show the names, addresses, and current telephone numbers of the persons who may be contacted. Information obtained through the references will be evaluated by the District. The Bidders recognizes that to ensure the effectiveness of the information review process, references must be able to speak frankly and openly. Bidders, therefore, releases the organizations and individuals listed in this form from any claim or liability, because of responses given to requests for information by the District regarding the Bidders or the Bidder's performance of work.

Name	Email	Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(12) Program Management Description: Provide a brief description of your overall management philosophy as it pertains to the following:

- Describe your vision of a performance based Resource Management (RM) program or other program for the District.
- Identify what resources (project personnel or teams) that you will devote to the District's program.
- Discuss the relationship that you plan to establish with relevant stakeholders. This should include relationships you propose to establish with the District's staff, janitorial, facilities, etc.

(13) Environment, Safety and Confidentiality Issues

The successful respondent must comply with all applicable federal, state, city, local

regulations and the District's policies in relation to the requested scope of work. Describe your environmental and safety programs that apply to managing risks associated with waste, recycling, and confidential paper functions. Discuss the regulatory expertise of the staff you propose for your resource management program.

#### (14) Service Requirements

The District has an existing collection system for waste and recyclables. Respondents should be mindful that the District's facilities personnel intend to be actively involved in the new program but the successful respondent will be the driving force in identifying opportunities to manage waste at the highest level of the solid waste hierarchy. This should include assistance with training and encouraging current staff, developing new programs, and helping with strategies that encourage all stakeholders, all with an eye toward minimizing waste to the landfill and lowering

District costs. Responses must address the following:

##### a) Respondent activities to maximize diversion and reduce waste.

The District is seeking to:

- Reduce waste through preventative upstream measures
- Organic recycling program (AB 1826)  
Improve upon quantities of materials currently recycled
- Develop sustainability solutions to reducing waste
- Maintain waste service levels that satisfy District requirements
- Provide full documentation of material removed via reports

Describe generally the types of programs and types of waste streams you intend to focus on to meet these outcomes. This may include improving existing recycling programs as well as identifying new programs to reduce/reuse or recycle waste from the District. Also include any site specific equipment to make collection efforts more efficient. It is anticipated that education and outreach will play an important role in a successful program, so include in your discussion how you intend to interact with relevant stakeholders (janitorial employees, managers, teachers, and parents and other visitors to school sites).

##### b) Additional Services:

Respondents should list any additional services they can provide. This should provide enough information for the District to assess the qualifications and experience in managing all possible waste streams.

#### (15) Billing/Data Information Systems/Performance Targets

One major barrier to increasing recycling beyond current rates is the availability of accurate information on volumes of waste and recyclables. The successful respondent will be expected to supply the District with regular information so the District can work with them to target activities to increase diversion. Please explain  
Your company's ability to accommodate billing and report needs as described below.

## Billing and Reports

Respondents must commit to the monthly billing requirements and quarterly reports specified below and make recommendations on additional reporting elements.

- **Monthly Billing.** Bills must include: the location, the container size, the number of times it is serviced and the material hauled (e.g., cardboard/paper, trash, or co-mingled containers). Any extra costs for additional services (e.g., one-time roll-offs) must be similarly itemized. State your ability to have a single, itemized bill for all. Respondents must provide a sample bill. Invoice terms will be Net 30.
- **Monthly/Quarterly Reports.** At a minimum, the contractor must provide reports for collection, recycling, and processing for all waste and recyclables. A summary, by month, and by quarter is required. The contractor must report on material volume and weight of waste and recyclables. If estimates are used, the contractor must document assumptions regarding density of materials and estimated volume of material serviced. The reports should also include the facility names used for final deposition of all materials. State your ability to submit quarterly reports electronically and in what form the reports will be sent.
- The two key metrics to measure the contractor's performance will be tracking the recycling rate and tracking cost savings. Thus, reports should include disposal costs and any cost savings documented for revenues received from recyclables and other gain-sharing. Include in your response any other information you would suggest in quarterly reports, including metrics, to assist the District.

## (16) Data Information Systems

Identify your data information management tools that will be used to track the District's wastes and recyclables. Propose how you would establish a baseline against which cost savings and/or rebates can be measured and a process for validating cost savings and increased diversion.

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing "Information Required of Bidder", is true and correct.

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Dated \_\_\_\_\_

## **ATTACHMENT B BASE FINANCIAL PROPOSAL**

### **Base Proposal**

The Base Financial Proposal represents the cost to take over current waste and recycling services based on the pricing Respondents supply in the “San Dieguito Union High School District Trash/Recycle Schedule of Services Response Form Price Sheet B2024-03”.

At a minimum, Respondents must submit a base proposal for taking over current Specifications using the data provided on the attached Base Specifications Price Sheet Response Form as well as an incentive or rebate structure for processing District recyclables.

It is presumed that the successful respondent will start the program by providing the District with existing levels of service as specified in Specifications and the Price Sheet. Prepare your proposal for the requested services for the initial term of a 2-year contract – not including renewals.

The prices quoted on the Price Sheet will represent the entire cost to perform the Current District Base Specifications; this includes all fees, permits, taxes, and any other costs, including fuel surcharges associated with performing the services in accordance with this contract. Respondents should assume, at a minimum, that if the District selects a Respondent based entirely on Current District Base Specifications that all costs associated with providing this service will be identified on the Price Sheet. The District reserves the right to accept any combination of base proposals or alternative proposals for each level of service.

### **Incentive or Rebate Structure for processing District recyclables**

At a minimum, Respondents should propose an incentive or rebate structure for District recyclables. This can be incorporated into a more comprehensive Recycling & Waste Management Program as described previously or offered separately. In either case, Respondents should be able to describe how the incentive or rebate structure will work and provide samples of reports and methods for tracking.

## **CURRENT DISTRICT BASE SPECIFICATIONS**

### **A. LOCATIONS:**

School location addresses are noted on the Base Specifications Price Sheet - Response Form.

### **B. WASTE COMPOSITION DATA:**

The District currently recycles the following materials: Green Waste, Mixed Paper, Plastic Bottles, Glass Bottles, Tin and Aluminum Material.

**C. RECYCLING:**

Contractor shall not dispose of items identified as recyclable by the District in any manner, other than one that assures they are, in fact, recycled. Source separated materials must be processed separately and not co-mingled. Failure by the Contractor to provide recycling services in accordance with the terms and conditions of this contract shall be deemed as willful breach of contract and will subject the contractor to immediate termination for breach of contract.

Please note: District reserves the right to dispose of plastic bottles and aluminum cans on their own through their own special programs.

Upon placing recyclable products in the containers, school personnel will close the cover to minimize hazardous conditions. All containers will be unlocked during normal school hours.

Contractor shall be required to have necessary equipment to empty containers. Containers will be equipped with locking lids.

Contractor will provide a detailed plan outlining how all of the materials will be collected, processed, and recycled during the term of the contract. Detailed plan must accompany the RFP documents. Complete storage and market records must be kept, which identify types and quantities of materials collected and sold, along with the prices received or paid for each. Contractor will provide records to the District on a quarterly basis.

**D. COLLECTIONS SERVICES:**

The Contractor shall be allowed up to two weeks prior to the start of the contract to place containers in the required locations. Additionally, Contractor shall be allowed up to a two week period to remove said containers at the end of the contract.

Normal schedule of pick up of waste and recycling collection services shall be arranged so that the collection at any site will be at the same hour of the day on the same day of the week in each succeeding week. Contractor shall at all times provide sufficient personnel and equipment to maintain the established schedule of collections. A scheduled pickup that falls on a holiday will be delayed until the next working day. If the next working day is a scheduled pickup, the weekly total for that site will be reduced by the amount of pickup missed. If the next working day is not a scheduled pickup, the weekly total will not be changed.

The Contractor will be responsible for unlocking and relocking all District gates and bins on non-school days. The Contractor could be held liable for any vandalism and/or theft that occurred in the event that gates were not relocked.

Frequency of pickups is an estimate only. The volume generated and number of pickups and containers needed are estimates only. The District reserves the right to make adjustments to meet actual needs at prices identified on the Price Sheet. Fluctuations are anticipated and are considered an inherent part of the services and will be charged



according to the prices submitted.

Contractor will leave the premises clean of any spilled debris or hydraulic fluid caused by emptying containers. Contractor shall pick up, empty and reset containers at the specific location on the site as designated by the District.

The Contractor will secure and pay for all necessary licenses, permits taxes, fees, and any other costs which are required by city, county, state and federal government or agencies for the performance of solid waste collection and disposal and recycling services for the District.

#### **E. COLLECTION BINS:**

Three weeks prior to the start of the contract, contractor shall be allowed to place bins in the required locations, if needed. The Contractor shall furnish covered metal containers of the type, size, and quantity specified herein, and maintain them in state of good repair and cleanliness.

Containers shall be equipped with four (4) swivel ball bearing casters. Bins are to be leak proof. Capacity of bins is shown on the Price Sheet. Green waste containers shall be well labeled as such to deter public from mistaking them for trash containers. Container design and cleanliness shall be in accordance with all applicable rules and regulations of the City in which the bin is to be located.

All metal containers supplied by the Contractor shall be steam cleaned inside and out, disinfected and deodorized as often as required to assure that all containers are sanitary. Metal containers located at facilities where food is served must be steam cleaned a minimum of once a month. The District may require the Contractor to replace bins that are considered unsafe or unsanitary.

If the selected vendor is different from the current vendor, the selected vendor shall coordinate with the current vendor to fully transition services within (90) days of the contract start date.

#### **F. RECORD KEEPING:**

At the end of each month an itemized statement and two copies of invoices shall be sent directly to the District's Finance Department, 710 Encinitas Blvd., Encinitas, CA 92024. Invoice terms will be Net 30.

Invoices must show the purchase order number, the schools and sites serviced, and for each school the dates of pick up and the number of yards/bins/containers picked up per week. Special pickup shall be invoiced individually showing date, location, yards/bins/containers picked up, rate and total.

The District, in accordance with the amounts set forth on the Price Sheet, will make payment monthly. Deductions will be made for services missed and not made up.

Contractor shall submit quarterly reports detailing all recycling activity to date, by site. Said

report shall be sent to District, Attn: Grounds Supervisor. This report shall include, at a minimum, the dates of service, types of materials received and weights of materials by type. Complete storage and market records must be kept that identify the materials collected and sold. Contractor's records and those of subcontractors, if any, are subject to District audit at any time to assure contract compliance. Said activity report is due within fifteen (15) days of the last workday of the quarter.

Contractor shall submit funds generated from the recycling program on a quarterly basis or in accordance with a Program agreed upon by the District and the Contractor. Checks are to be made payable to San Dieguito Union High School District.

## **G. INDEMNIFICATION AND INSURANCE:**

Contractor shall save harmless and indemnify the District for any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney's fees arising out of or resulting from Contractor's performance of or failure to perform the obligations of this Agreement, to the extent same are caused by the negligence or misconduct of Contractor or its employees.

Contractor shall purchase and maintain such insurance as will protect against claims, damages, losses and expenses arising out of or resulting from Contractor's performance or failure to perform the obligations of the Agreement, to the extent the District is indemnified pursuant.

Such insurance coverage shall name the San Dieguito Union High School District, members of District's board of trustees, and the officers, agents, employees and volunteers of District as additional insureds, using form CG2010 11-85 or equivalent which must include products and completed operations.

-Commercial General Liability Coverage, Bidder shall supply Certificate of Insurance, using a standard ISO CG 00 01 occurrence form including operations, product and completed operations and contractual liability with limits not less than \$1,000,000 per occurrence. The insurance shall be primary and non-contributory.

-Workers' Compensation and Employers Liability, Bidder shall supply a Certificate of Insurance with Worker's Compensation and Employers Liability in accordance with state and federal laws.

-Business Automotive Liability Bidder shall supply a Certificate of Insurance with Commercial Automotive liability coverage in an amount no less than \$1,000,000 combined single limit for all owned, non-owned and hired vehicles.

Certificates of insurance acceptable to the District shall be filed with the District prior to effective date of Agreement. The policy shall further provide that the District shall receive notification from the insurer prior to any cancellation, expiration, or termination of the policy.

**FINGERPRINTING REGULATIONS:** It has been determined that Contractor employees will not be required to leave their truck or will be under constant supervision of a District

employee while executing the terms of this contract and will therefore not be required to submit their fingerprints in accordance with Education Code 45125.1. However, in the event that the Contractor or their employees do conduct business during school hours, leave their truck and access a school campus without the accompaniment of authorized school personnel, the District has determined under Education Code section 45125.1, subdivision (c ) that Contractor's employees may have contact with pupils. In this case it would be required under Education Code section 45125.1, subdivision (a), that Contractor would require their employees who would provide services pursuant to this Agreement or to access school grounds for other purposes, to submit their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

Contractor shall not permit any employee who may come in contact with pupils under this Agreement to perform services that are unsupervised or unmonitored by an authorized representative of the District until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Section 45122.1.

## **H. INDEPENDENT CONTRACTOR**

The District shall view the legal position of the Contractor as an 'independent contractor' and that all persons employed to furnish services are employees of the Contractor and not of the District.

Further, the District shall not be liable for any of the Contractor's acts or omissions performed under the Contract to which Contractor is party.

## **I. NONDISCRIMINATION:**

No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by, or resulting from the Contract on the grounds of sex, race, color, creed, or national origin. Any violation shall be considered a material violation of the Contract and shall be grounds for cancellation or suspension in whole or in part of the Contract by the District.

## **J. TERM AND RENEWAL**

Term dates are initially two years, January 1, 2024 – December 31, 2026. Subject to approval by the Board of Trustees, it is anticipated that the District will award a two (2) year contract with fixed price for two years, and three (3) additional one-year extension periods upon agreement of the District and the selected respondent. Accordingly, respondents must propose base pricing for two (2) years. Note: The annual rate adjustment for the three additional one-year extension periods may not exceed the annual percentage change in the California Consumer Price Index for San Diego (CCPI). <https://www.dir.ca.gov/oprl/capriceindex.htm>

**See Attachment B – Map and Excel form Base Specifications Response Price**

Pick up schedule is estimated based upon current services and runs September through June; July and August will be limited service. The district will notify Contractor of specific required pick up schedule in June.

Please note that school containers will require locking bins and drivers are to carry district provided keys.

Pick up is preferred to be consistently before 11:00 am daily.

Drivers to carry keys for all appropriate school district access gates to campuses. The keys will be provided by the district.

**ATTACHMENT C**

**NON-COLLUSION DECLARATION  
DISTRICTWIDE SOLID WASTE & RECYCLING SERVICES  
RFP No. B2024-03**

State of California                    )  
  )  
County of \_\_\_\_\_)

I, \_\_\_\_\_ declare as follows:

That                    I                    am                    the                    \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing proposal; that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Respondent has not directly or indirectly induced or solicited any other Respondent to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Respondent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the Respondent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Respondent or any other Respondent, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Respondent, 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 proposal are true; and, further, that the Respondent has not, directly or indirectly, submitted his or her proposal 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, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

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

Executed the \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Proper Name of Company Name

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Typed or written name of Authorized Agent

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

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 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 the work of this contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

(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.)

**ATTACHMENT E CONTRACTOR'S  
CERTIFICATE  
REGARDING DRUG-FREE WORKPLACE**

This Drug-Free Workplace Certification form is required from all successful Respondents pursuant to the requirements mandated by Government Code sections 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract 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 payment 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 the statement.

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

I also understand that if the District determines that I have either (a) made a false certification herein; or (b) violated this certification by failing to carry out the requirements of section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of sections 8350 et seq.

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

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

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Signature

## ATTACHMENT F AGREEMENT

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_ in the County of San Diego, State of California, by and between the San Dieguito Union High School District, hereinafter called the District, and \_\_\_\_\_, hereinafter called the Contractor,

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

**ARTICLE 1 - SCOPE OF WORK.** The Contractor shall perform within the time stipulated the contract as herein defined, and shall provide all labor, materials, tools, utility services, and transportation to complete in a workmanlike manner all of the work required in connection with the following titled project:

### TRASH WASTE AND RECYCLING DISPOSAL SERVICES B2024-03

**ARTICLE 2 - COMPONENT PARTS OF THE CONTRACT.** The contract entered into by this Agreement consists of the following contract documents (referred to herein as the contract or the contract documents), all of which are component parts of the contract as if herein set out in full or attached hereto:

Notice  
Checklist for Respondents  
Information for Respondents  
Background  
Attachment A: General Information  
Attachment B: Base Financial Proposal &  
Response Price Sheet  
Attachment C: Non-Collusion Declaration  
Attachment D: Contractor's Certificate Regarding Workers' Comp  
Attachment E: Contractor's Certificate Regarding Drug-Free Workplace  
Attachment F: Agreement  
Proposal, as accepted  
Specification Addenda Nos. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, as issued

All of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by others shall be done as if required by all. This agreement shall supersede any prior agreement of the parties.

Contractor agrees to maintain all licenses and permits required by law to perform all services associated with this contract. Failure to maintain licenses and permits shall be considered a breach of contract and may be cause for immediate termination.

Contractor agrees to abide by all Federal, State of California, County of San Diego, Cardiff-by-the-Sea, Encinitas, Leucadia, Olivenhain in the City of Encinitas, the cities of Del Mar and Solana



Beach, the community of La Costa in the City of Carlsbad, the community of Carmel Valley in the City of San Diego, and the communities of Rancho Santa Fe and Fairbanks Ranch, as it pertains to any laws and regulations that apply to this contract.

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

CONTRACTOR:

DISTRICT:

San Dieguito Union High School District

By \_\_\_\_\_









By \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

Board Approval Date: \_\_\_\_\_



-  Middle Schools
-  High Schools
-  High School Attendance Areas
-  Carmel Valley MS
-  Diegueno MS
-  Earl Warren MS
-  Oak Crest MS
-  Pacific Trails MS
-  Rancho Santa Fe SD

