

**Invitation to Bid  
Bid #2022-003  
Recycling Services**



**DELANO UNION SCHOOL DISTRICT**  
Working Together For A Better Education

**Delano Union School District  
Business Services  
1405 12<sup>th</sup> Ave.  
Delano, California 93215  
(661) 721-5000, ext. 00125**

Delano Union School District  
Invitation to Bid #2022-003  
Recycling Services

**BIDDER INFORMATION SHEET**

Attention: Sandra M. Rivera, Assistant Superintendent of Business Services

Fax # (661) 725-7278

Re: Invitation to Bid #2022-003 - Recycling Services

Delano Union School District Bids are available online. If you download a Bid, you are required to fax the following information to (661) 725-7278 so that you may be added to the bidders list to receive Addenda to this bid.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_

State/Zip Code: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

If you have any questions, please email [srivera@duesd.org](mailto:srivera@duesd.org)

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**NOTICE TO BIDDERS**

**INVITATION TO BID #2022-003**

The Delano Union School District is requesting bids from providers of recycling services.

Bids must be received prior to **10:00am on March 4, 2022**. Bids must be submitted in a sealed envelope, marked with the BID number and title, and returned to the Delano Union School District, Business Services, 1405 12<sup>th</sup> Avenue, Delano, California, 93215.

Bids received later than the designated time and specified date will be returned to the bidder unopened. Facsimile (FAX) or email copies of the bids will not be accepted.

The District reserves the right to accept or reject any or all bids or any combination thereof and to waive any informality in the bidding process.

Copies of the Bid documents may be obtained from **Delano Union School District, Business Services, 1405 12<sup>th</sup> Avenue, Delano, California, 93215, or at [www.duesd.org](http://www.duesd.org)**

Refer any questions to: Sandra Rivera, email: [srivera@duesd.org](mailto:srivera@duesd.org) or 661-721-5000, ext. 00125.

Published:  
February 4, 2022  
February 11, 2022

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**Bidder's Checklist**

Bidder Name \_\_\_\_\_

Submit the Bidder's Checklist with your bid document. Failure to submit this Checklist, or any of the required items on this list, may deem your bid as non-responsive.

Required Items:

- Bidder's Checklist (this form)
- Information Required of Bidders
- Bid Form ( Including schedule of credits, if applicable)
- Collection schedule (if different than the proposed Tuesday/Thursday/Friday collections)
- Substitution Listing
- Non-Collusion Declaration
- Workers Compensation Certificate
- Fingerprinting Certification by Contractors
- Drug-Free Workplace Certification
- Vaccine/Testing Certification by Contractor
- Recycling Services Agreement (Signed)

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**SCOPE OF WORK**

Delano Union School District desires to contract with one vendor to pick up and dispose of recyclable materials and food/organic waste as needed from all District sites within District boundaries, as listed below. The District is comprised of nine (9) elementary schools, three (3) Middle Schools and one (1) K-8 school and other support operation facilities.

Tentative School Board approval is March 14, 2022. Anticipated start date is April 4, 2022.

**I. DISTRICT-WIDE RECYCLING PROGRAM**

Please provide weekly pricing on a per bin basis.

Bins will be provided by the awarded vendor.

Generally, the District requires two picks ups per week at each of the sites listed below for recyclable materials and two pick ups per week for food/organic waste. The pick-ups must occur Monday through Friday, unless otherwise specified. The District prefers that pick-ups be made during the hours which would minimize any potential disruption or interference with any school activities.

Bins must be maintained as required under all applicable requirements. Additionally, the Bidder shall change any bin, provide any cover, and provide lock bars within 24 hours of any request by the District. Upon a 24-hour notice, the District may reduce or increase the number of pick-ups for each bin and the District will be obligated to pay only for bin services actually received.

Bins will include recyclables including, but not limited to cans, glass, plastic, mixed paper, cardboard, newspaper and separate bins with food/organic waste. Please propose pricing and/or credits on a per bin basis.

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**Recycling Service Schedule**

The proposed recycling bins and associated pick-up schedules are as follows:  
 3/6 YARD BINS of Recyclable Materials and 2 YARD BINS of Food/Organic Waste

LOCATION	BIN SIZE	M	T	W	TH	F
ALBANY PARK SCHOOL 235 West 20th Avenue	6 YARD BIN		X		X	
	2 YARD BIN		X			X
ALBANY PARK PRESCHOOL 235 West 20 <sup>th</sup> Avenue	3 YARD BIN		X		X	
	2 YARD BIN		X			X
ALMOND TREE MIDDLE SCHOOL 200 West 15th Avenue	6 YARD BIN		X		X	
	6 YARD BIN		X		X	
	2 YARD BIN		X			X
CECIL AVENUE MATH & SCIENCE ACADEMY 1430 Cecil Avenue	6 YARD BIN		X		X	
	6 YARD BIN		X		X	
	2 YARD BIN		X			X
CENTRAL KITCHEN 1411 12th Avenue	6 YARD BIN		X		X	
	6 YARD BIN		X		X	
	2 YARD BIN		X			X
DEL VISTA MATH & SCIENCE ACADEMY 710 Quincy Street	6 YARD BIN		X		X	
	2 YARD BIN		X			X
DISTRICT OFFICE 1405 12th Avenue	6 YARD BIN		X		X	
	2 YARD BIN		X			X
FREMONT SCHOOL 1318 Clinton Street	6 YARD BIN		X		X	
	2 YARD BIN		X			X
LA VINA/HARVEST 1331 Browning Road	6 YARD BIN		X		X	
	6 YARD BIN		X		X	
	2 YARD BIN		X			X
MOT DEPARTMENT 1205 Ellington Street	3 YARD BIN		X		X	
	2 YARD BIN		X			X
MORNINGSIDE SCHOOL 2100 Summer Drive	6 YARD BIN		X		X	
	2 YARD BIN		X			X
NUEVA VISTA LANGUAGE ACADEMY 120 Garces Highway	6 YARD BIN		X		X	
	2 YARD BIN		X			X
PIONEER SCHOOL 1001 Hiett Avenue	6 YARD BIN		X		X	
	6 YARD BIN		X		X	
	2 YARD BIN		X			X
PRINCETON STREET SCHOOL 1959 Princeton Street	6 YARD BIN		X		X	
	2 YARD BIN		X			X
TERRACE SCHOOL 1999 Norwalk Street	6 YARD BIN		X		X	
	2 YARD BIN		X			X

# Delano Union School District Invitation to Bid #2022-003 Recycling Services

## 2021-2022 DUSD STUDENT CALENDAR

JULY 2021						
S	M	T	W	TH	F	S
				1	2	3
4	●	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	P	P	P	NP	31

AUGUST 2021						
S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	▼	19	20	21
22	23	24	25	26	27	28
29	30	31				

SEPTEMBER 2021						
S	M	T	W	TH	F	S
			1	2	3	4
5	◆	▲	▲	▲	10	11
12	13	14	▼	16	17	18
19	20	21	22	23	24	25
26	27	28	▼	30		

OCTOBER 2021						
S	M	T	W	TH	F	S
					■	2
3	4	5	▼	7	■	9
10	11	12	13	14	15	16
17	18	19	▼	21	■	23
24	25	26	▼	28	■	30
31						

NOVEMBER 2021						
S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	▼	◆	12	13
14	15	▲	▲	▲	▲	20
21	22	23	24	◆	●	27
28	29	30				

DECEMBER 2021						
S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	▲	11
12	13	14	15	16	17	18
19	20	21	22	23	●	25
26	●	28	29	30	●	

JANUARY 2022						
S	M	T	W	TH	F	S
						1
2	●	4	5	6	7	8
9	P	11	12	13	14	15
16	◆	18	▼	20	21	22
23	24	25	26	27	28	29
30	31					

FEBRUARY 2022						
S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	◆	15	▼	17	18	19
20	◆	22	23	24	25	26
27	28					

MARCH 2022						
S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	▼	10	11	12
13	14	15	16	17	18	19
20	21	22	▼	24	25	26
27	28	29	30	31		

APRIL 2022						
S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	▲	9
10	11	12	13	14	●	16
17	●	19	20	21	22	23
24	25	26	27	28	29	30

MAY 2022						
S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	▲	20	21
22	23	24	25	26	27	28
29	◆	31				

JUNE 2022						
S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	▲	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July 27 New Tchr Orient.  
 July 28-29 Tchr Prep/Training  
 Aug. 2 First Day of School  
 Oct. 11-15 Fall Recess  
 Nov. 22-26 Thanksgiving Recess  
 Dec. 13-Jan. 7 Winter Recess  
 Jan. 10 Tchr Prep/Training  
 Apr. 11-18 Spring Recess  
 June 9 Last Day of School

### HOLIDAYS

July 5  
 Sept. 6  
 Nov. 11, 25, 26  
 Dec. 24, 27, 31  
 Jan. 3, 17  
 Feb. 14, 21  
 April 15, 18  
 May 30

### PROGRESS REPORTING

1<sup>st</sup> Quarter Progress Report: Week of Aug. 30 – Sept. 3, 2021  
 1<sup>st</sup> Quarter Ends: Oct. 1, 2021  
 Fall Academy: Week of October 11 – 14, 2021  
 2<sup>nd</sup> Quarter Progress Report: Week of Nov. 15 – 18, 2021  
 2<sup>nd</sup> Quarter Ends/1<sup>st</sup> Semester Ends: January 21, 2022  
 Report Card Issued: Week of January 18 – 21, 2022  
 Winter Academy: Week of January 4 - 7, 2022  
 3<sup>rd</sup> Quarter Progress Report: Week of Feb. 28 – March 4, 2022  
 3<sup>rd</sup> Quarter Ends: April 1, 2022  
 4<sup>th</sup> Quarter Progress Report: Week of May 16 – 20, 2022  
 4<sup>th</sup> Quarter Ends/2<sup>nd</sup> Semester Ends: June 9, 2022  
 Report Cards Issued: Week of June 6 - 9, 2022  
 Summer Academy: Week of June 13 – 24, 2022

- ◆ Legal Holiday (No school)
- Local Holiday (No school)
- Minimum Day (12:15 p.m.)
- ▲ Minimum Day (1:05 p.m.)
- Middle Schools only
- Elementary Schools only
- ▼ Late Start Schedule (10:00 a.m.)  
 PD – 9/15, 10/6, 10/20, 11/10, 3/9, 3/23  
 STPT – 8/18, 9/29, 10/27, 1/19, 2/16
- School in session  
 \*Any month may result in reverting to stable grouping, if applicable.
- Academies (Fall, Winter, & Summer)
- No Students
- NP New Teacher Prep Day (No school)
- P Prep Day (No school)



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**TERMS AND CONDITIONS OF BID**

The normal schedule of collections 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. All sites must be serviced before 6:30am. Please provide a schedule of collections within your bid if it differs from the proposed schedule on Page 7.

Contractor shall at all times provide sufficient personnel and appropriate equipment to maintain the established schedule of all collections.

Work and service under this contract consists of providing all labor, tools, equipment and necessary training to Delano Union School District staff to haul and recycle materials and organic waste. Classroom, office, kitchen and serving/dining area receptacles will be provided at no additional cost.

The District is committed to the successful implementation of the recycling program. Contractor shall provide training and promotional campaign materials to implement the program and educate students and staff about the importance of recycling. Materials shall include flyers, posters, and signage to assist students and staff with sorting recyclable materials, food/organic waste and trash.

The contractor shall pick up and dispose of recycle products and organic waste during the then current school calendar according to the Recycling Services Schedule. This schedule may be amended from time to time to reflect changes in the District's requirements and will become part of the agreement for this service. The service schedule lists estimated current needs, but the District reserves the right to change by increasing or decreasing bin size, or frequency of pick-ups according to District needs. Fees for services shall be equitably adjusted to reflect changes in bin sizes or frequency of pick-ups.

During the off schedule, pick-ups at some locations may be reduced to an "As Required Basis." The District will notify the contractor of the beginning and ending date of the off schedule and set up an off pick-up schedule. Months which contain both regular service and off service will be prorated accordingly.

One week 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 (hinged at the rear) metal or plastic containers (bins, or metal container) of the type, size, and quantity specified herein, and maintain them in a state of good repair and cleanliness. The capacity of the bins is specified on the Recycling Services Schedule. Bidders may propose alternate size bins provided that the total volume is met. All bins are to be equipped with four (4) proper ball-bearing casters unless the District requests that the bins be on skids. Bin design and cleanliness shall be in accordance with all applicable rules and regulations of all government agencies including the City of Delano and County of Kern.

All bins supplied by the contractor shall be steam cleaned inside and out, disinfected and deodorized as often as needed, but not less than once per year for recyclable materials containers and once per quarter for organic waste containers, to assure that all bins are sanitary. Cleaning of bins to take place off site. The contractor shall replace or repair bins that the District considers damaged, unsafe or unsanitary within 24 hours of the District's request. Bins must be lockable and leak proof.

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The contractor shall empty each container and pick up any spillage occurring while emptying the container. No recycle materials or organic waste shall be allowed to remain in the container after emptying. All containers must be emptied according to schedule, regardless if they are not at full capacity. The contractor shall use diligence and care to prevent damage to property and containers. After emptying the container, it shall be placed where found and the lid or top set in place.

The contractor must provide a written record of tonnage picked up for each month by the following categories: Green waste, food waste, and cardboard/paper/plastic.

At the end of each month, an itemized statement and two copies of invoices shall be sent directly to the Delano Union School District, Business Services, 1405 12<sup>th</sup> Avenue, Delano, CA 93215. Invoices must include the purchase order number, the schools and sites serviced, and for each school and site, the number and dates of pick-ups per week.

Special pick-ups shall be invoiced and itemized individually, showing the date, location, bins picked up, applicable rate and total number of special pick-ups. Payment will be made monthly by the District, within thirty (30) days of receipt of a proper, undisputed invoice, in accordance with the terms set forth in the contract. Deductions will be made for service missed and not made up.

The contractor will comply with all applicable laws, statutes, regulations and ordinances and will secure and pay for all necessary licenses, permits taxes, fees, and any other costs required by city, county, state/federal government or agencies for the performance of recycling services for the District.

### **FOOD WASTE AND ORGANIC MATERIALS RECYCLING SERVICES**

The contractor shall provide all labor, including travel, materials, non consumable supplies, transportation, equipment, training of key personnel, and every other item of expense necessary to perform Food Waste and Organic Waste Recycling and Collection Services for Delano Union School District. Specifically, the contractor will provide receptacles for use by staff in the kitchen and back-of-house areas for pre-sorting of food and organic waste at no additional cost.

Food and organic waste bins should be easily identifiable by staff as food and organic waste bins only. The contractor will recommend a size(s) for each receptacle and the sizes must be approved by the MOT Director or designee and can be changed at the MOT Director or designee's request at any time during the duration of the contract as needed to better serve the needs of the district.

Food and organic recycling and collection services, as defined by this agreement, shall include pick-up and delivery by the contractor of food waste and organic waste materials to authorized diversion facilities that process the materials into acceptable end uses, in a manner consistent with all applicable laws and regulations. Unacceptable end uses include: disposal into a landfill, direct land application and transformation.

Organic waste includes food waste, green waste, landscape and pruning waste, nonhazardous wood waste, and food-soiled paper waste that is mixed in with food waste.

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**CONTRACT**

Subject to the approval by the Board of Education, it is anticipated that the District will award a three (3) year contract with two (2) additional one-year extension options, exercisable at the sole and exclusive discretion of the District. Accordingly, Bidders must propose base pricing for five (5) years. Note: Annual rate adjustments for the two (2) additional one-year extension periods may not exceed the annual percentage change in Producer Price Index (PPI) or three percent (3%), whichever is lower.

**1. INFORMATION TO BE INCLUDED WITH THE BID**

Bidders shall submit the following information:

- a. Cost or credits, for collection and disposal of recycling per:
  - i. Bin and size
  - ii. Quantity of pick-ups per week
  - iii. Weekly pricing basis for five (5) years
- b. Cost and/or credits for AS NEEDED collection and disposal of 40 YARD roll off for metal and plastic recycling
- c. Required Forms
  - i. Bidders Checklist
  - ii. Information Required of Bidders
  - iii. Bid Form (including schedule of credits, if applicable)
  - iv. Substitution Listing
  - v. Non Collusion Declaration
  - vi. Workers' Compensation Certificate
  - vii. Fingerprinting Certification by Contractors
  - viii. Drug-Free Workplace Certification
  - ix. Vaccine/Testing Certification by Contractor
  - x. Recycling Services Agreement (signed)

**2. BIDS**

- a. Provide one original and one (1) copy of the bid, submitted no later than **10:00am on Friday, March 4, 2022**. Bids shall be delivered to the attention of Business Services, Delano Union School District, 1405 12<sup>th</sup> Avenue, Delano, CA 93215. The Bidder is responsible to ensure that its bid is received by the District prior to the time and due date deadline at the designated District location. Late bids will not be accepted.
- b. The District reserves the right to accept a bid and enter into an agreement or alternatively, it may elect to reject all bids.
- c. The District may waive informalities and minor irregularities in any bid received.
- d. **All questions regarding this bid must be submitted by email by 4pm on March 1, 2022**. Questions submitted after this time or form other than stated above will not be answered. Reference "Questions- Bid #2022-003" in the subject line.

- 3. AMENDMENTS:** Bidders are advised that the District reserves the right to amend this bid at any time. Amendments will be done formally by providing written amendments to all potential Bidders known to have received a copy of the Bid. If, in the sole and

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absolute discretion of the District, the change is of such a nature that additional time is required for Bidders to prepare bids, the District will change the due date deadline and notify all known Bidders in writing of the revised date.

- a. Bidders must acknowledge receipt of any and all Bid amendments. This shall be done by signing and returning a copy of the amendment.
  - b. Regardless of the delivery method employed by the Bidders, acknowledgement of receipt of amendments must be actually received by the District prior to the specified deadline for the submission of bids. Failure to acknowledge in writing the receipt of any amendments may result in the rejection of the bid.
- 4. VALIDITY OF BID:** Each bid must be a firm irrevocable offer, and remain open and valid for District acceptance for sixty (60) days after bid opening.
- 5. SUBMIT HARD COPY BID:** Telegraphic, facsimile or electronic bids will NOT be accepted.
- 6. MODIFICATION OR WITHDRAWAL OF BID:** A bidder may modify or withdraw a bid after submission by written notice of withdrawal or by written notice of withdrawal and resubmission of a bid, provided that the bid withdrawal is prior to the due date specified for the submission of bids.
- 7. LATE BIDS:** No bid or bid modification received after the time and date listed will be considered.

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**INFORMATION REQUIRED OF BIDDERS**

The Bidders shall furnish all of the following information accurately and completely. Failure to comply with this requirement may cause your bid to be deemed non-responsive. Additional sheets may be attached if necessary. "You" or "Your" as used herein refers to the Bidder's firm and/or any of its owners, officers, directors, shareholders, parties or principals.

Please be advised that the District may request verbal or written clarifications or additional information.

1.) How many years has your firm been in business under its present business name?

\_\_\_\_\_.

2.) How many years of experience does your firm have providing similar services?

\_\_\_\_\_.

3.) To how many public agencies has your firm provided similar services?

\_\_\_\_\_.

4.) Please list the public agencies, including School Districts, for which your firm has provided similar services:


5.) Please attach a brief history of the company, including the number of employees, and any certifications or licenses held.

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**BID FORM**

**Name of Bidder:**

**Bid Number #**

**To:** Delano Union School District, referred to as "OWNER."

**A.** In compliance with your Notice to Contractors Calling for Bids and related documents, the undersigned bidder, having familiarized itself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is to be done, and the drawings and specifications and other contract documents, proposes and agrees to perform the contract within the time stipulated, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility, and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with the above-referenced project, including sheeting, shoring, and bracing, or equivalent method for protection of life and limb in trenches and open excavation in conformance with applicable safety orders, within the time limits set for completion of all work, all in strict conformity with the drawings and specifications and other contract documents, including Addenda Nos. on file at the office of OWNER.

Please complete the attached form indicating the **WEEKLY** cost. Insert the **WEEKLY** charge for the designated number of pickups per week.

Year 1-EXAMPLE ONLY

Pickups per Week					
	1	2	3	4	5
3 YARD BIN	\$ 10.00/Wk	\$ 15.00/wk	\$ 20.00/wk	\$ 25.00/wk	\$ 30.00/wk
6 YARD BIN	\$	\$	\$	\$	\$
40 YARD Roll Off	\$	\$	\$	\$	\$

In the example above, the proposed fee would be \$15 per week to have a 3 yard bin picked up twice per week. The bin would be picked up 8 times in a standard four-week month and the total monthly cost would be \$60.00 (\$15 X 4 weeks).

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Year 1

Pickups per Week					
	1	2	3	4	5
2 YARD BIN	\$ /WK	\$ /WK	\$ /WK	\$ /WK	\$ /WK
3 YARD BIN	\$ /WK	\$ /WK	\$ /WK	\$ /WK	\$ /WK
6 YARD BIN	\$ /WK	\$ /WK	\$ /WK	\$ /WK	\$ /WK
40 YARD Roll Off	\$ /WK	\$ /WK	\$ /WK	\$ /WK	\$ /WK

Year 2

Pickups per Week					
	1	2	3	4	5
2 YARD BIN	\$ /WK	\$ /WK	\$ /WK	\$ /WK	\$ /WK
3 YARD BIN	\$ /WK	\$ /WK	\$ /WK	\$ /WK	\$ /WK
6 YARD BIN	\$ /WK	\$ /WK	\$ /WK	\$ /WK	\$ /WK
40 YARD Roll Off	\$ /WK	\$ /WK	\$ /WK	\$ /WK	\$ /WK

Year 3

Pickups per Week					
	1	2	3	4	5
2 YARD BIN	\$ /WK	\$ /WK	\$ /WK	\$ /WK	\$ /WK
3 YARD BIN	\$ /WK	\$ /WK	\$ /WK	\$ /WK	\$ /WK
6 YARD BIN	\$ /WK	\$ /WK	\$ /WK	\$ /WK	\$ /WK
40 YARD Roll Off	\$ /WK	\$ /WK	\$ /WK	\$ /WK	\$ /WK

Year 4- Optional Extension

Pickups per Week					
	1	2	3	4	5
2 YARD BIN	\$ /WK	\$ /WK	\$ /WK	\$ /WK	\$ /WK
3 YARD BIN	\$ /WK	\$ /WK	\$ /WK	\$ /WK	\$ /WK
6 YARD BIN	\$ /WK	\$ /WK	\$ /WK	\$ /WK	\$ /WK
40 YARD Roll Off	\$ /WK	\$ /WK	\$ /WK	\$ /WK	\$ /WK

Year 5- Optional Extension

Pickups per Week					
	1	2	3	4	5
2 YARD BIN	\$ /WK	\$ /WK	\$ /WK	\$ /WK	\$ /WK
3 YARD BIN	\$ /WK	\$ /WK	\$ /WK	\$ /WK	\$ /WK
6 YARD BIN	\$ /WK	\$ /WK	\$ /WK	\$ /WK	\$ /WK
40 YARD Roll Off	\$ /WK	\$ /WK	\$ /WK	\$ /WK	\$ /WK

WK= PER WEEK

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**B.** Please attach a separate sheet indicating credits (if any) the District will receive for recycled materials.

Please check one:

The Bidder agrees to the proposed collection schedule (Tuesdays, Thursdays & Fridays)

The Bidder has attached a proposed schedule with two picks ups per week for recyclable materials and two pick ups per week for organic waste.

**C.** The Bidder agrees that upon written notice of acceptance of this bid, he will execute the final contract and provide all required documents within ten (10) working days after contract award.

**D.** The Bidder acknowledges that OWNER reserves the right to accept or reject any and/or all Base Bids and alternate bids. This entire bid shall remain open and active for sixty (60) days after bid opening, and any alternate bids not initially awarded shall remain active, as an irrevocable offer by the Bidder to enter into either a change order or separate contract, for up to six months after award of the contract.

**E.** It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the Bidder after the opening of the bid, and within the time this bid is required to remain open, or at any time after that before this bid is withdrawn, the Bidder will execute and deliver to OWNER the Agreement, certificates of insurance, and all other required documents.

**F.** It is understood and agreed that should the Bidder fail or refuse to return executed copies of the Contract, bonds, insurance certificates, and other required documents to OWNER within the time specified, the bid security shall be forfeited to OWNER.

**G.** In submitting this bid, the Bidder offers and agrees that if the bid is accepted it will assign to OWNER all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700 and following sections) arising from purchases of goods, materials, or services by the Bidder for sale to OWNER pursuant to the bid. Such assignment shall be made and become effective at the time OWNER tenders final payment under the contract. (Public Contract Code Section 7103.5; Government Code Section 4552.)

**H.** The Bidder hereby certifies that it is, and at all times during the performance of work under the Contract Documents shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Bidder shall indemnify, hold harmless, and defend OWNER against any and all actions, proceedings, penalties, or claims arising out of the Bidder's failure to comply strictly with the IRCA.



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I. The Bidder understands that a licensed contractor shall not submit a bid to a public agency unless the Bidder's contractor's license number appears clearly on the bid, the license expiration date is stated, and the bid contains a statement that the representations made therein are made under penalty of perjury. Any bid not containing this information, or a bid containing information which is subsequently proven false, may be considered non-responsive and may be rejected by the public agency.

J. Bidder's contractor's license is:  
Number:  
Class:  
Expires:  
DIR Registration Number:  
Expires:

K. The undersigned hereby declares that all of the representations of this bid, including all documents comprising the bid package, are true and are made under penalty of the perjury laws of the State of California.

INDIVIDUAL/DBA

**\*Signature:**

---

**Print Name:**

**Business Address:**

**Date:**           **Telephone:**

PARTNERSHIP

**Partnership Name:**

**\*By:** \_\_\_\_\_, **Partner**

**Print Name:**

**Business Address:**

**Date:**           **Telephone:**

**Names of Other Partners:**

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CORPORATION

Corporation Name: \_\_\_\_\_, a Corporation.  
(State of Incorporation)

Business Address:

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

\*By: \_\_\_\_\_ [Required] [Seal]  
(President/Chief Executive Officer/Vice President) [Circle One]

Print Name:

\*By: \_\_\_\_\_ [Required]  
(Secretary/Treasurer/Chief Financial Officer/Assistant Treasurer) [Circle One]

Print Name:

JOINT VENTURE

Joint Venturer Name:

\*Signed by: \_\_\_\_\_ (Joint  
Venturer)

Print Name:

Business Address:

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

Other Parties to Joint Venture:

If an individual joint venturer:

\*By: \_\_\_\_\_ (Signature)  
Print Name:

If a DBA joint venturer:

\*By: \_\_\_\_\_ (Signature)  
Print Name:

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**If a partnership joint venturer:**

**\*By:** \_\_\_\_\_ **(Signature)**

**Print Name:**

**If a Corporation joint venturer:**

*[Seal]*

**(Name)**

**a \_\_\_\_\_ Corporation.**  
**(State of Incorporation)**

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

**Print Name:**

**Title:**



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- 3. All bids should be calculated and submitted on the assumption that substitution requests will not be approved.
  
- 4. Bidder hereby certifies that the requested substitutions are equal or better in all respects to what is specified, unless otherwise noted.

SIGNATURE MUST BE IDENTICAL  
TO THAT PROVIDED ON BID FORM

BIDDER:

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

Print Name:

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

PROJECT TITLE/BID #:

OWNER:

The undersigned declares:

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

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

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

Contractor:

By \_\_\_\_\_

Title:

Signature: \_\_\_\_\_

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Print Name Above

Print Title Above

*[SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY]*

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**WORKERS' COMPENSATION CERTIFICATE**

PROJECT TITLE: BID #:  
OWNER:

Labor Code Section 3700 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 either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

"(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

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

Print Name of Contractor Above

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

Date:

Print Name Above

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 the contract.]



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**FINGERPRINTING CERTIFICATION BY CONTRACTORS**

(referred to as "Owner")  
(Project Identification)

I, \_\_\_\_\_, am an  
[type or print name]

- [check one]
- Owner of the company named below
  - Partner of the partnership named below
  - President or CEO of the corporation named below
  - Principal of the joint venture named below
  - Other [specify]

The contracting entity named below is a contractor on the referenced project and as such hereby certifies:

- [check one or more]
- [For compliance with Education Code Section 45125.2(a)(1)]  
That a physical barrier will be erected at the workplace to limit employee contact with Owner's pupils.
  - [For compliance with Education Code Section 45125.2(a)(2)]  
That the contracting entity named below will provide continual supervision and monitoring of the employees of the entity and its subcontractors through its employee \_\_\_\_\_. It has been ascertained by the Department of Justice that the named employee has not been convicted of a violent or serious felony. Contractor has requested subsequent arrest information from the Department of Justice concerning such employee and will immediately notify District and remove the employee from the Project if subsequent arrest information indicates the employee has been convicted of a serious or violent felony.
  - [For compliance with Education Code Section 45125.2(a)(3)]  
That the contracting entity named below has contracted with Owner for reimbursement of Owner expense incurred in providing surveillance by school personnel of the employees of the entity and its subcontractors on the Project.
  - [For compliance with Education Code Section 45125.1(g). Note: We believe this section may still be applicable to construction contractors where 45125.2(a) is insufficient to ensure pupil safety, e.g., where workers will be simultaneously working at various locations on a school site.]  
  
That neither myself nor any employees of the contracting entity named below or its subcontractors on the Project who are required by law to submit or have their fingerprints submitted to the Department of Justice, and who may come in contact with pupils, have been convicted of a felony defined in Education Code Section 45122.1.
  - [For compliance where there is limited contact or less with pupils]  
That the contracting entity named below is exempt from fingerprinting requirements as the Owner has determined the employees of the entity and its subcontractors will have no more than limited contact with Owner's pupils during the Project.

\_\_\_\_\_ [name of contracting entity]

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

DATE: \_\_\_\_\_ SIGNATURE \_\_\_\_\_

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**DRUG-FREE WORKPLACE CERTIFICATION**

PROJECT TITLE/BID #:  
OWNER:

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

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

- 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 work on the Project be given a copy of the statement required by subdivision (a), and that as a condition of employment on the Contract the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substances at the workplace, (b) establishing a drug-free

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awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

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

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

Name of Contractor

\_\_\_\_\_  
Signature

Print Name Above

Print Title Above

Date:

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**NOTICE TO CONTRACTORS  
COVID-19 VACCINATION/TESTING REQUIREMENT**

The Delano Union School District (DUSD) will require all DUSD workers to follow the order issued by the State Public Health Officer requiring Vaccine Verification for Workers in Schools (“Order”). The Order is also applicable to contractors of DUSD. A copy of the Order is attached as Exhibit “A” and incorporated by this reference. Under the Order, all school workers are required to either be vaccinated against COVID-19 or tested on at least a weekly basis for COVID-19. All employees of contractors who will provide services under a contract with DUSD and will be physically present on a DUSD site/school campus are subject to the provision of the Order.

All contractors are hereby notified that the requirements outlined in the Order apply to its employees who will perform services under a contract with the district and will be physically present on a district site/school campus. Contractors providing only remote services are not subject to the Order.

Below is a list of the requirements that contractors must follow. More detailed information is contained in Exhibit A.

1. Contractors must verify its employees’ COVID-19 vaccination status as provided in section II of the Order.
2. Contractors shall track verified worker vaccination status. Records of vaccination verification must be made available, upon request, to the local health jurisdiction for purposes of case investigation.
3. Contractors must require any employee who is not fully vaccinated to be tested for COVID-19 on a weekly basis pursuant to section III of the Order, which includes tracking of test results and conducting contact tracing.
4. Contractors are also responsible for reporting any positive test results from the testing program to local public health authorities. If a positive test result was on the district’s premises during the contagious window, contractor must also notify the district.
5. Employees with a confirmed positive COVID-19 diagnosis are exempt from testing for 90 days after the employee was initially diagnosed with COVID-19.
6. Any costs associated with compliance with the Order are the responsibility of the contractor.
7. Contractors understand and agree that failure to follow the provisions of the Order or any of the above requirements may require the district to cancel, terminate, delay, postpone, provide notice of corrective changes, or take other action against contractors to ensure compliance with the Order.

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8. Contractors shall certify to District that they are in compliance with the Order, using the attached “Vaccine/Testing Certification by Contractor” form.

These requirements are effective October 15, 2021. A signed copy of the “Vaccine/Testing Certification by Contractor” must be on file for all contracts.

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**VACCINE/TESTING CERTIFICATION BY CONTRACTOR**

The contracting entity named below provides materials and/or services to the Delano Union School District and as such hereby certifies:

***[Check applicable box]***

- [For services performed on site]*

That they have received the Notice of Contractors of (COVID-19 Vaccination/Testing Requirement) and that any employees of the contractor who will perform services under a contract with the district, and will enter any facilities or premises of district, will either have provided proof of full vaccination for the COVID-19 virus to the contractor or will be participating in a testing program in compliance with the procedures described in the State Public Officer Health Order of August 11, 2021 (Vaccine Verification for Workers in Schools).

- [Remote or occasional onsite services]*

That any of its employees who will perform services under a contract with the district will perform those services on a remote basis only, and will not enter onto district premises, and that if at some future time, entry onto district premises becomes necessary, the contractor will comply with the proof of vaccination and testing requirements described in the State Public Health Officer Order of August 11, 2021 (vaccine Verification for Workers in Schools). Alternatively, if the contractor's employees will only be entering onto district premises on an infrequent basis strictly s necessary during their remote work, submission of evidence of a current (within 24 hours) negative COVID-19 test prior to the employee's entry onto district premises will be sufficient for each singular visit to district premises. If previously remote work transitions into repeat and consistent visits to district premises, regular weekly testing as described in the Order will be required of the contractor's employees.

Contractor Name: \_\_\_\_\_

I certify that the foregoing is true and correct.

\_\_\_\_\_  
By: Print Name

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

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**RECYCLING SERVICES AGREEMENT**

THIS RECYCLING SERVICES AGREEMENT (the "Agreement"), made effective on \_\_\_\_\_, 2022, in the County of Kern, State of California, by and between the DELANO UNION ELEMENTARY SCHOOL DISTRICT, hereinafter referred to as "DISTRICT" and \_\_\_\_\_, hereinafter referred to as "CONTRACTOR."

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

1. This Contract is entered into pursuant to a competitive bid process.
2. Contract: The complete contract includes all of the contract documents, including the bid documents and attachments thereto, Bid, Workers' Compensation Certificate, Fingerprinting Certificate, Insurance Policies, Scope of Work, this Agreement, and all modifications and amendments thereto, and by this reference are incorporated herein. The contract documents are complementary, and what is called for by any one shall be as binding as if called for by all.
3. Terms and Conditions of Work:
  - a. CONTRACTOR agrees to collect, haul away and to properly dispose of all recycling materials and food/organic waste, as needed, from the locations specified in the Request for Bids, in accordance with the specifications and subject to the terms and conditions set forth in the contract documents.
  - b. CONTRACTOR agrees to furnish covered (hinged at the rear) metal or plastic, leak-proof containers (bins) of the type, size, and quantity specified in the Request for Bids, and to maintain them in a state of good repair and cleanliness, in accordance with all applicable laws and rules and regulations of all government agencies, including the County of Kern.
  - c. CONTRACTOR hereby agrees to steam clean, disinfect and deodorize the bins as often as necessary, but not less than once per year for recyclable materials containers and once per quarter for food/organic waste containers, to maintain them in a sanitary condition. CONTRACTOR also agrees to provide lockable bin covers, replace lock bars and replace bins DISTRICT considers damaged, unsafe or unsanitary, within twenty-four (24) hours of DISTRICT's request.
  - d. CONTRACTOR shall perform the bin pick-ups under the Agreement during periods which would minimize any potential disruption or interference with any school activities. Collection at any site shall be at the same hour of the day on the same day of the week in each succeeding week, based on DISTRICT school calendar and schedule and as specified in Exhibit "A" herein.
  - e. DISTRICT will notify CONTRACTOR of DISTRICT's off-track schedule when pick-ups will be performed on an "as needed" basis.
  - f. In providing the services under the Agreement, including the equipment to be used and the operation thereof, CONTRACTOR agrees to fully comply with DISTRICT,

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City and County of Kern policies and regulations, all State of California and Federal laws, the rules and regulations of the California Highway Patrol, and other applicable ordinances.

g. CONTRACTOR shall secure, pay for, and maintain current during the entire term of the Agreement all the necessary licenses, permits, fees, and taxes, which may be required by city, county, state and federal government or agencies for the performance of the services under this Agreement.

h. CONTRACTOR hereby certifies that all truck drivers performing services under this Agreement are fully licensed as required by state law.

i. CONTRACTOR shall provide training and promotional campaign materials to implement the program and educate students and staff about the importance of recycling. Materials shall include flyers, posters, and signage to assist students and staff with sorting recyclable materials, food/organic waste and trash.

j. CONTRACTOR shall provide classroom, office, kitchen and serving/dining area receptacles at no additional cost.

4. Term: The Agreement shall be for an initial three (3) year term followed by two (2) one-year option terms, exercisable at the sole discretion of DISTRICT, for a maximum term of five (5) years, under the same terms and conditions, except for revisions to the fees as provided herein. The initial term of the Agreement shall commence on April 4, 2022 and, unless sooner terminated as specified herein, shall end on that day in 2025. If DISTRICT decides to exercise one or more of the one-year option terms, such option shall be exercised by DISTRICT's issuance of a written extension thirty (30) days prior to the expiration of the initial term or expiration of the one-year option term, as applicable.

5. Termination for Convenience: DISTRICT may terminate this Agreement for convenience upon thirty (30) days prior written notice to the CONTRACTOR.

6. Rates: The fee schedule for waste and recycling services under this Agreement shall be as specified in the "Fee Schedule for Waste and Recycling Services" attached to this Agreement as Exhibit "B" hereto.

7. Annual Rate Adjustment: If DISTRICT decides to exercise one or more of the one-year option terms, for each option term, the fee schedule may be adjusted to reflect the annual percentage change in the Producer Price Index ("PPI") or 3%, whichever is lower. The change in the PPI shall be for the twelve-month period ending the most recent June 30th. CONTRACTOR shall notify the DISTRICT in writing thirty (30) days in advance of any rate change to contract anniversary.

8. Invoice Statement and Payment:

a. At the end of each month, CONTRACTOR shall submit to DISTRICT:

i. An itemized and detailed statement specifying the schools and sites serviced and the number and dates of pick-ups per week; and

ii. Two (2) copies of each itemized and detailed invoice for each school and site specifying the applicable District purchase order number.



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iii. The contractor must provide a written record of tonnage picked up for each month by the following categories: Green waste, food waste, and cardboard/paper/plastic.

b. Special pick-ups shall be invoiced individually and separately and invoices for such pick-ups shall include the date, location, number of special pick-ups, number of bins picked up, applicable rates, and total amount due.

c. DISTRICT shall pay undisputed invoices within thirty (30) days of receipt of each invoice. The payments will be made in arrears throughout the term of the Agreement and in accordance with the fees specified in this Agreement. The invoices shall reflect the following, as applicable:

I. Deductions for pick-up service missed and not made up by CONTRACTOR within twenty-four (24) hours of the scheduled pick-up time;

ii. Adjustments for reductions or increases in the number of pick-ups for each bin as amended by DISTRICT with 24-hour notice to CONTRACTOR;

iii. Proration's for pick-ups during the off-track schedule; and

iv. Additional on demand services (40 yard roll offs).

9. Independent Contractor: CONTRACTOR is, and shall at all times be deemed to be an independent contractor. Nothing herein contained shall be construed as creating a relationship of employer and employee, or principal and agent, between DISTRICT and CONTRACTOR or any of CONTRACTOR's employees or agents. CONTRACTOR shall assume exclusively the responsibility for the acts of its employees and agents as they relate to services to be provided during the course and scope of their employment. CONTRACTOR, its employees and agents, shall not be entitled to any rights and/or privileges of DISTRICT's employees and shall not be considered in any manner to be DISTRICT's employees.

10. Damage and Repairs: CONTRACTOR shall be fully responsible for any damage to school property, buildings, structures, or grounds as a result of its operations. Should CONTRACTOR fail to make the necessary repairs promptly and to the satisfaction of DISTRICT, DISTRICT may have the repairs made and invoice CONTRACTOR or deduct the cost of such repairs from payments due CONTRACTOR.

11. Insurance and Bonds:

a. During the entire term of this Agreement, CONTRACTOR shall procure, pay for and keep in full force and effect, the following types of insurance:

I. Comprehensive General Liability Insurance with respect to the services provided under this Agreement with coverage of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. The insurance certificate shall name DISTRICT as an additional insured.

ii. Automobile insurance and liability insurance for death, bodily injury and property damage with coverage of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.

iii. Worker's compensation insurance for CONTRACTOR's employees and agents as required by law. Concurrent with this Agreement, CONTRACTOR shall

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also submit to DISTRICT a fully-executed Workers' Compensation Certificate in the form included.

b. The required policies of insurance shall be carried with responsible and solvent insurance companies authorized to do business in the State of California. True and correct copies of all certificates of insurance reflecting the required coverage shall be provided to DISTRICT prior to performing any services under this Agreement. CONTRACTOR agrees that it shall not cancel or change the coverage provided by the policies of insurance without first giving DISTRICT's Purchasing Department, thirty (30) days prior written notice. Should any such policy of insurance be cancelled or changed, CONTRACTOR agrees to immediately provide DISTRICT with true and correct copies of all new or revised certificates of insurance.

c. During the entire term of this Agreement, CONTRACTOR shall procure, pay for and keep in full force and effect, such bonds as may be required in the bid documents, in the bond form or forms as noted therein. Proof of bonds is required before the work may commence.

12. Indemnification: CONTRACTOR shall indemnify and hold harmless DISTRICT, its Board of Education, officers, employees, and agents from any and all claims, demands, losses, liability for injury to or death of any person, damage to any property, suits or judgments to which DISTRICT and/or CONTRACTOR may be subjected, including expenses of litigation, court costs, penalties, and attorney's fees and other fees whatsoever of any kind or nature, arising out of or alleged to arise out of actions, omissions, errors or negligent acts of CONTRACTOR or its officers, employees, or any other agent acting pursuant to and performing under this Agreement. CONTRACTOR, however, shall not be required to indemnify for the acts of intentional misconduct or negligence by the party to be indemnified. CONTRACTOR, at CONTRACTOR's own expense, cost, and risk, shall defend any and all actions, suits, or other proceedings arising out of or alleged to arise out of actions, omissions, errors or negligent acts of CONTRACTOR or its officers, employees, or any other agent acting pursuant to and performing under this Agreement that may be brought or instituted against DISTRICT, its trustees, officers, employees or agents, or any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against DISTRICT, its trustees, officers, employees or agents in any such action, suit or other proceedings as a result thereof.

13. Fingerprinting Certification: Concurrent with the execution of this Agreement, CONTRACTOR and its subcontractors, if any, shall complete and execute a Fingerprinting Certification form, in the form included herein as Exhibit "D," certifying that CONTRACTOR has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with DISTRICT pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

14. Default and Termination: Should either party default in the performance of or breach any covenant, condition, or restriction of this Agreement herein provided to be kept or performed by such party, and should such default or breach continue uncured for a period of ten (10) days from and after written notice thereof, the non-breaching

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party may, at its option, terminate this Agreement by giving the other party written notice thereof.

15. Amendments: No modification or revision shall be of any force or effect, unless the same is in writing and executed by the parties hereto.

16. Assignment: This Agreement or any interest of CONTRACTOR herein shall not at any time, be assigned or transferred by CONTRACTOR, without the prior written consent of DISTRICT. The parties shall at all times remain liable for the performance of the covenants and conditions to be performed pursuant to this Agreement, notwithstanding any assignment or transfer which may be made.

17. Severability: If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

18. Notices: All notices, statements, demands, requests, consents, approvals, authorizations, appointments or designations hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party, sent by United States registered mail, return receipt requested, postage prepaid and addressed as follows:

Contractor

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

Delano Union Elementary School District  
Attn: Business Services  
1405 12<sup>th</sup> Avenue  
Delano, CA 93215

Either party may change its address or contact person by giving notice to the other party.

19. State Audit: Pursuant to and in accordance with the provisions of Government Code section 8546.7, or any amendments thereto, all books, records and files of DISTRICT and CONTRACTOR, or any subcontractor connected with the performance of this Agreement, involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to, the administration thereof, shall be subject to the examination and audit of the State Auditor, at the request of DISTRICT or as part of any audit of DISTRICT, for a period of three (3) years after final payment is made under this Agreement. CONTRACTOR shall preserve and cause to be preserved such books, records and files for the audit period.

20. Signature: This Agreement must be signed in the name of CONTRACTOR and must bear the signature of the person or persons duly authorized to sign the Agreement. If CONTRACTOR is a corporation, the legal name of the corporation shall first be set forth, together with either: (1) two signatures: one from among the chairman

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of the board, president or any vice president (collectively, the "Operational Officers") and one from among the secretary, any assistant secretary, chief financial officer, or any assistant treasurer (collectively, the "Financial Officials"); or (2) one signature, provided that the corporate officer holds at least one office as an Operational Officer and one office as a Financial Officer for the corporation; or (3) one signature of an officer or agent, provided that a properly executed corporate resolution authorizing such person to sign on behalf of and bind the corporation is submitted with the Agreement. Such document shall include the title of the signatory below the signature and shall bear the corporate seal. If CONTRACTOR is a joint venture or partnership, there shall be submitted with the Agreement, certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and the individual who shall act in all matters relative to the Agreement for the joint venture or partnership.

21. **Governing Law and Venue:** This Agreement shall be construed in accordance with the laws of the state of California, and venue for any dispute arising from this Agreement shall be in the Superior Court in and for the County of Kern, California.

22. **Entire Agreement and Termination of All Prior Agreements:** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. Any and all previous agreements and understandings, whether oral or written, between the parties, including purchase orders, are hereby terminated and cancelled in their entirety and are superseded by this Agreement.

23. **Waiver:** The failure of either party to insist upon strict performance of any of the terms, conditions or covenants in this Agreement shall not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions or covenants contained herein.

24. **Counterparts:** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one in the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as indicated below.

Contractor:

\_\_\_\_\_  
*Authorized Agent                      Date*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Rosalina Rivera                      Date*  
*Delano Union School District*

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