

NOTICE TO CONTRACTORS CALLING FOR BIDS

School District: COLTON JOINT UNIFIED SCHOOL DISTRICT

Bid Deadline: June 17, 2025 at 11:00 am.

Place of bid receipt: Colton Joint Unified School District Purchasing
Department
1212 Valencia Drive
Colton, CA 92324

Bid Identification: #25-023JB Solid Waste Collection and Disposal
Service

Bid documents available from: Colton Joint Unified School District Website
Under Departments, Purchasing, Contracting
Opportunities

NOTICE IS HEREBY GIVEN that the above-named School District of San Bernardino County, California, acting by and through its Governing Board, hereinafter referred to as "District", will receive up to, but not later than the above stated time, sealed bids for the award of a contract for the above project.

Each bid must conform and be responsive to the contract documents. All bids shall be made and presented only on the forms presented by the school district. Bids are due no later than 11:00 a.m. on the 17th of June, 2025 at the Colton Joint Unified School District in the Purchasing Department, 1212 Valencia Drive, Colton CA, 92324. Any bids received in the Purchasing Department after the time specified or after any extensions shall be returned unopened. Bids received electronically will not be accepted. The bid opening will be conducted on June 17th at 11:00 a.m.

Bids will be emailed to prospective bidders and are also on the CJUSD website. Bidders shall be responsible for monitoring the website to obtain information regarding any revisions for this solicitation. Failure to respond to any updates may result in determination of a nonresponsive bid.

Bidders shall contact the Carol Araujo, Senior Buyer if there are any questions regarding this solicitation.
carolina_araujo@cjuds.net

The District reserves the right to accept or reject any or all bids, to accept or reject any item thereon, to waive any irregularities in the bid or bidding. The District will act as sole judge of the merit and qualifications of the services offered and accept whatever bid is deemed to be in the best interest of the District. The award of the contract, if made by the District, will be to the lowest responsible

bidder. The award of this contract will be made on an all or nothing basis.

No award shall be made for work under this contract unless and until the Contractor verifies to the District that the Contractor possesses all necessary permits, certificates and licenses, and will continue to be properly licensed throughout the term of the Contract. Any Contractor not so licensed is subject to penalties under the law.

No bidder may withdraw his bid for a period of sixty (60) days after the date set for the opening of bids.

Bonds are required and shall be in the form set forth in the contract.

The Contractor to whom the contract is awarded may avail himself to the provisions of Government Code Section 4590 which allows certain securities to be substituted for monies withheld to ensure performance.

Carol Araujo
Senior Buyer

1st Publication: May 23, 2025

2nd Publication: May 30, 2025

INFORMATION TO BIDDERS

1. **Preparation of Bid:** Submit bid on District form in a separate sealed envelope with bid identification name on the outside. Bid must be returned to the Purchasing Department of the Colton Joint Unified School District on or before the day and hour specified. It is the sole responsibility of the bidder to see that his bid is received in proper time. Bids received after this time will be returned unopened.
2. **Bid Security:** Each bid shall be accompanied by a certified or cashier's check to the District, or a satisfactory bid bond in favor of the District executed by the bidder as principal and a satisfactory surety company as surety, in an amount not less than ten percent (10%) of the maximum amount of the bid. The check or bond shall be given as a guarantee that the bidder shall execute documents and shall provide a 100% performance bond within five (5) days after notification of the award of the contract to the bidder and within five (5) calendar days from notification of contract renewal for each year this contract is in effect. Said surety shall be forfeited to the District should the bidder to whom the contract is awarded fail to execute the Agreement and provide said bonds within five (5) calendar days of award.
3. **Signature:** The bid must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid.
4. **Modifications:** Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modifications of the bid form which is not specifically called for in the contract documents may result in the District's rejection of the bid as not being responsive to the invitation to bid.
5. **Erasures:** The bid submitted must not contain any erasures, interlineations, or correction unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the signature or signatures of the person or persons signing the bid.
6. **Examination of Site and Contract Documents:** Each bidder shall visit the sites of the proposed work and become fully acquainted with the condition relating to the collection and disposal of refuse and recyclables as outlined in the specifications, so that the facilities, difficulties and restrictions attending the execution of the work under the contract may be fully understood. Bidders shall thoroughly examine and be familiar with site accessibility at each site. The failure or omission of any bidder to receive or examine any contract documents, form, instrument, addendum or other document or to visit the site and become acquainted with the conditions there existing shall not relieve any bidder from any obligations with respect to the bid or the contract. A "Site Visit Certification" form is a part of this bid package and must be submitted with the sealed bid response.

7. **Withdrawal of Bids:** Bids may be withdrawn by the bidder prior to, but no later than the time set for the opening of bids.
8. **Agreement and Bonds:** The agreement form, bid bond form, and performance bond form that the successful bidder (as contractor) will be required to execute are included in the contract documents and should be carefully reviewed by each bidder. The Bid Bond must be equal to ten percent (10%) of the contract amount. The Performance Bond must be equal to one hundred percent (100%) of the contract amount.

It will be the responsibility of the Contractor to complete a District Agreement form and Performance Bond and return it to the Purchasing Department within five (5) calendar days after notification that the bid has been awarded to the contractor. Failure to sign and return the Agreement form within the specified time limit may result in the contract being awarded to the next lowest bidder.

9. **Interpretation of Plans and Documents:** If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the specifications or other contract documents, or finds discrepancies in, or omissions from the specifications, he may submit to the District a written request for an interpretation or correction thereof. Any interpretation or correction of the contract documents will be made only by addendum duly issued and a copy of such addendum will be mailed, faxed or delivered to each person receiving a set of the contract documents. No oral interpretation of any provision in the contract documents will be made to the bidder.
10. **Bidders Interested in More Than One Bid:** No person, firm or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm or corporation that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders or making a prime proposal.
11. **Award of Contract:** The District reserves the right to accept or reject any or all bids, to accept or reject any item thereon, to waive any irregularities in the bid or bidding. The District will act as sole judge of the merit and qualifications of the services offered and accept whatever bid is deemed to be in the best interest of the District. The award of the contract, if made by the District, will be to the lowest responsible bidder. The award of this contract will be made on an all or nothing basis.

12. **Evidence of Responsibility:** Upon request of the District, a bidder whose bid is

under consideration for the award of the contract shall submit promptly to the District, satisfactory evidence showing the bidder's financial resources, experience and organization available for the performance of the contract.

13. **Listing of Subcontractors:** Subcontractors, if any, engaged by the Contractor for the service shall be subject to the approval of the District. Contractor shall be held responsible for all operations of subcontractors and shall require them to maintain adequate Worker's Compensation and general liability insurance. Each bidder shall submit a list of the proposed subcontractors on this project as required by the contract documents.
14. **Worker's Compensation:** In accordance with the provisions of Section 3700 of the Labor Code, Contractor shall secure the payment of compensation to his employees. Contractor shall sign and file with the District the Contractor's Certificate Regarding Worker's Compensation as provided in the bid package.
15. **Forfeiture or Failure to Execute Contract:** In the event the bidder to whom the award is made fails or refuses to execute the contract within five (5) calendar days from the date of receiving notification that he is the bidder to whom the contract is awarded, the District may declare the bidder's bid deposit or bond forfeited as damages caused by the failure of the bidder to enter into the contract, and may award the work to the next lowest bidder, or may call for new bids.
16. **Anti-discrimination:** It is the policy of the District that in connection with all work performed under construction and purchasing contracts, there be no discrimination against any employee engaged in the work because of race, color, ancestry, sex, national origin or religious creed, and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act, beginning with Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all subcontractors employed on the work by him.
17. **Non-Collusion Declaration:** Contractor shall sign and execute the Non-Collusion Declaration as provided in the bid package.
18. **Contractor's Status:** While engaged in the performance of this contract, the Contractor shall be acting as an independent contractor and not as an agent or employee of the District.
19. **Insurance Requirements:**
 - a. Contractor shall not commence work under this Contract until he has obtained all insurance hereinafter required, nor shall the Contractor allow any Subcontractor to commence work on his sub-contract until all similar insurance required of the Subcontractor has been secured.

- b. Worker's Compensation: During the term of this Contract, the Contractor shall provide workers' compensation insurance for all of the Contractor's employees engaged in Work under this Contract on or at the Site of the Project and, in case any of the Contractor's work is sublet, the Contractor shall require the Subcontractor to provide workers' compensation insurance for all the Subcontractor's employees engaged in Work under the subcontract. Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in Work under this Contract on or at the Site of the Project is not protected under the Workers' Compensation laws, the Contractor shall provide or cause a Subcontractor to provide adequate insurance coverage for the protection of those employees not otherwise protected. The Contractor shall file with the District certificates of insurance in compliance with Labor Code § 3700.
- c. Contractor shall take out and maintain, during the life of this Contract such General Liability and Property Damage Insurance as shall protect him and the District from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from operations under this Contract
- d. Contractor shall require all subcontractors, if any, to take out and maintain similar General Liability and Property Damage Insurance.
- e. Contractor and any subcontractors shall each take out and maintain the following minimum amounts of insurance:

General Liability Insurance for injuries, including accidental death to any one person in an amount not less than\$1,000,000.00

and,

Subject to the same limit for each person on account of one accident, in an amount not less than.....\$1,000,000.00

and,

Property Damage Insurance which includes fire damage in an amount not less than.....\$1,000,000.00

- f. For any of the work done under this Contract on or about the site by a Subcontractor, the Contractor shall also take out and maintain such Contractor's Contingent or Protective Insurance as will protect him and the District from damage claims arising from the operations of any Subcontractor.
- g. If any Subcontractor shall subcontract any portion of his subcontract, the Contractor shall require him to take out and maintain such Contingent or Protective Insurance as will protect such Subcontractor from damage

claims arising from operations of the second Subcontractor.

- h. Such Contingent or Protective Insurance shall be in the same amount as the Contractor's or Subcontractor's respective General Liability Insurance and Property Damage Insurance. ^{ype text here}
- i. When automotive and truck equipment, a material hoist, or other hazardous work not protected under the Worker's Compensation Statute is operated on the site, these special hazards shall be covered by riders to the above -mentioned General Liability Insurance and Property Damage Insurance Policies or by special policies of insurance in the same amount.
- j. The Contractor shall save harmless and indemnify the District from every claim or demand.
- k. The Contractor shall name, on any policy of insurance required, the District as additional insured. Subcontractors shall name the Contractor and the District as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.
- l. Other Insurance: The Contractor shall provide all other insurance required to be maintained under applicable laws, ordinances, rules, and regulations.
- m. Proof of Insurance: The Contractor shall not commence Work nor shall it allow any Subcontractor to commence Work under this Contract until all required insurance and certificates have been obtained and delivered in duplicate to the District for approval subject to the following requirements:

1. Certificates and insurance policies shall include the following clause:

"This policy shall not be non-renewed, canceled, or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District. Date of cancellation or reduction may not be less than thirty (30) days after the date of mailing notice."

2. Certificates of insurance shall state in particular those insured, the extent of insurance, location and operation to which the insurance applies, the expiration date, and cancellation and reduction notices.
3. Certificates of insurance shall clearly state that the District is named as additional insured under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by District.
4. The Contractor and its Subcontractors shall produce a certified copy of any insurance policy required under this Section upon written request of the District.

20. **Laws and Regulations:** Contractor shall give all notices and comply with the laws, ordinances, rules, and regulations bearing on conduct of work as indicated and specified. If the Contractor observed that drawings and specifications are at variance therewith, he shall promptly notify the District in writing and any changes deemed necessary by the District shall be adjusted as provided in contract for changes in work. If Contractor performs any work which he knew, or through exercise or reasonable care should have known, to be contrary to such laws, ordinances, rules or regulations, and without such notice to the District, he shall bear all costs arising therefrom.

21. **Permits and Licenses:** The Contractor shall secure and pay for all permits and governmental fees, and licenses necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and are legally required by any authority having jurisdiction over the Work

22. **Hold Harmless Agreement:** The bidder shall indemnify and hold harmless the District, its officers, agents, and employees, from every claim or demand made, and every liability, loss, damages, or expense, of any nature whatsoever, which may be incurred by reason of:

- a. Liability for damages for: (1) death or bodily injury to persons; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor upon or in connection with the work and/or delivery of equipment and supplies called

for in this Agreement, except for liability resulting from the sole negligence, or willful misconduct of the District, its officers, employees, agents or independent contractors who are directly employed by the District, and except for liability resulting from the active negligence of the District.

- b. Any injury to or death of persons or damage to property caused by act, neglect, default or omission of the Bidder, or any person, firm, or corporation employed by the Bidder, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the District arising out of, or in any way connected with the work and/or delivery of equipment or supplies covered by this Agreement, whether said injury or damage occurs on or off District's property, if the liability arose from the negligence or willful misconduct of anyone employed by the Bidder, either directly or by independent contract, and not by the active negligence of the District.
- c. The Bidder, at the Bidder's own expense, cost and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees, on any such claim or liability, and shall pay or satisfy any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents, or employees, in any action, suit or other proceedings as a result thereof.

Education Code Section 45125.1 Fingerprinting and Certification by Contractor Criminal Records Check

The contract is subject to the provisions of Education Code section 45125.1. The District requires the Contractor to install a physical barrier at the project site to limit contact with students. The costs of the material and installation shall be borne by the Contractor. At its discretion, District may assign a District employee to accompany Contractor's employees in any student occupied areas. The cost of the District employee shall be borne by the Contractor. Contractor may provide continual supervision and monitoring of its employees by an employee whom the Department of Justice has ascertained (pursuant to Education Code Section 45125.1 or any successor statute) has not been convicted of a violent (as defined in Penal Code Section 667.5) or serious felony (as defined in Penal Code Section 1192.7). The Certification by Contractor Criminal Records Check form has been provided in this bid document for this purpose.

23. **Information During Bid Process:** In order to control information disseminated regarding this Bid, parties interested in submitting proposals are directed not to make personal contact with members of the Governing Board, District Administration, District School Sites or District Departments. During this bid process, any vendor that contacts any District employee, other than those listed below, during this bid process may be disqualified. All requests for information and/or clarification must be received no later than **9:00 a.m., June 6, 2025**, and should be emailed to:

Carol Araujo, Senior Buyer
Colton Joint Unified School District
carolina_araujo@cjusd.net

The subject line must include: **BID 25-023JB Solid Waste Collection and Disposal Service**

24. **District Representative:** The District representative for this project will be the Maintenance and Operations Director or his designee.

SPECIFICATIONS

1. **Scope of Work:** The service will consist of regular waste and recyclable waste pickups from school sites and other locations within the Colton Joint Unified School District, and disposal of all regular waste and recyclable waste which has been placed in containers furnished by the Contractor. The filled regular waste and recyclable waste containers awaiting pickup shall be placed by employees of the District outside the building in an accessible area designated by the Maintenance and Operations Director.

Recycling Program: It shall be incumbent upon the Contractor awarded the contract to maintain the District-wide **co-mingled recycling program**. The Contractor shall promote the current co-mingled recycling program in all of the Colton Joint Unified School District school and support sites.

The recycling program proposed must include, at a minimum, the following recyclable products: aluminum cans, aluminum foil, brochures, cardboard, catalogs, cereal boxes, colored paper, computer paper, coupons, crayon drawings, glass bottles and jars (clear, green, amber), junk mail, laundry bottles, magazines, metal coat hangers, newspaper, office paper, paper tubes, phone books, plastic bottle #1, plastic bottle #2, plastic juice jugs, plastic milk jugs, plastic water jugs, 2 liter soda bottles, tin cans, tissue boxes and used envelopes.

Employees of the District will not be required to separate recyclables from regular waste. Sorting of the waste generated by the District, for recycling purposes, will be the sole responsibility of the Contractor awarded the contract.

Each Contractor shall describe, in detail the recycling program to be offered including: type of containers, frequency of collection, materials to be collected, vehicles to be used for collection, and any other factors deemed relevant to the Contractor. This description shall be submitted with the sealed bid response.

The Contractor will be required to submit data to the Colton Joint Unified School District that would help the District assist the cities of Colton, Grand Terrace, Bloomington and South Fontana meet the requirements of the Integrated Waste Management Act of 1989 (AB939). This data shall be prepared for each city addressed in this bid and delivered to the Colton Joint Unified School District Purchasing Department on a semi-annual basis beginning January 1, 2026. The data shall contain, at the minimum, the total tonnage of waste picked up from the District and the tonnage diverted from the landfill in recyclable materials. This data shall be broken down by the following cities: Colton, Grand Terrace, Bloomington and South Fontana.

AB 1826 Organic Waste: Commencing April 1, 2016, AB 1826 requires a business that generates a specified amount of organic waste per week to arrange for recycling services for that organic waste in a specified manner. It shall be incumbent upon the Contractor awarded the contract to assist the District in achieving this goal. Each Contractor shall describe, in detail what steps the Contractor will take to ensure the District meets this goal. Including but not limited to: providing an audit to the District that describes the type and quantity of organic waste produced, description of steps to meet the goal and costs associated with meeting this goal.

2. **Safety Precautions:** Before entering the grounds of any school where children or staff are present, the driver shall when necessary, notify the person in charge of the pupils. Speed on the school grounds shall at no time exceed five (5) miles per hour. The greatest care shall be exercised in guarding the safety of the children or staff. If it is necessary to back-up on the school grounds, all necessary safety precautions shall be used and a back-up bell must be operating.
3. **Damage to Property:** It is expressly understood and agreed that the Contractor shall be held liable for any damage caused by the Contractor's drivers to property owned by the District. The Contractor further agrees to notify the Maintenance and Operations Director by telephone not later than twenty-four (24) hours after the day the damage occurs.
4. **Grounds for Suspension of Service or Cancellation of Contract:** If, in the opinion of the District, the Contractor, at any time during the period of this contract, persistently fails to perform satisfactorily the work called for under this contract, or persistently fails to furnish safe and satisfactory equipment, or otherwise fails to comply with the terms of this contract, the District may, without further notice or demand, make arrangements for work, or any part thereof, elsewhere, and hold the Contractor responsible and liable for damages which may be sustained by the District thereby, or on account of, the failure or neglect of said Contractor in performing any of the terms and conditions of this contract.
5. **Equipment and Labor:** The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor and materials necessary to furnish the service herein described, the service to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the specification.

A minimum of one truck for regular service, one truck for recyclable service and one spare truck for emergency service shall be required during the period of the contract. Trucks shall be front loader type refuse trucks, shall have been inspected and approved by the Maintenance and Operations Director or his designee, and shall be clearly identified on the outside of the driver's door with the firm name and truck number. Trucks shall meet all legal requirements necessary, including a back-up bell, for operation under this contract.

All persons employed in the performance of this contract shall be especially skilled for the kind of work for which they are employed and shall work under the direction of competent supervision. Any person employed by the Contractor who the District may deem incompetent, unfit, or unacceptable to the District shall be dismissed from the work and shall not again be employed on this project, except with written consent of the District.

6. **Gate Keys and Security Reports:** Gate keys required by the Contractor will be furnished by the Maintenance and Operations Department. Drivers entering school premises when school is not in session shall lock any gate or door to which they have access when leaving the school grounds, whether the gate or door was unlocked at arrival or not. Any unusual conditions, such as gates or doors found unlocked and/or open, evidence of vandalism, etc., shall be reported to the Maintenance and Operations Director.

Access Keys: Keys needed for access to school sites/buildings by the successful bidder may be obtained from the Maintenance and Operations Department using the "Colton Joint Unified School District Key Fee Agreement" available from the Maintenance and Operations Department. Requested sets of keys are subject to a \$5.00 non-refundable set-up fee per set of keys per site; and a \$200.00 fee for the first two sets/per project. Please see the "Key Fee Agreement" for additional information.

7. **Term of Contract:** The period of the initial contract shall be effective August 1, 2025 through June 30, 2026, with the option to extend the contract upon mutual consent of the District and the vendor for an additional four (4), one-year periods in accordance with provisions contained in Education Code Sections 17596 (K-12). After each annual period (12 months), rates are subject to modification for each remaining twelve (12) month period based on increases or decreases in the Consumer Price Index.
8. **Adjustment to Rate Schedule:** Prices shall remain firm for the first contract period of twenty-four (24) months, except as outlined in the Schedules, Amounts of Service Required, Etc., #25e Waste Audit of Specifications. For subsequent years, the base prices of the previous year may be increased no more frequently than once annually by a percentage which shall not exceed the percentage increase of the Consumer Price Index (CPI) published by the U.S. Department of Labor for the period April through April of the preceding year.

In addition to the once a year CPI increase, the Contractor may increase contract prices to reflect increases in the transfer station's dump fees not to exceed county landfill dump fee percentage increases during the year.

All requests for rate adjustments must be requested by the Contractor in writing no later than sixty (60) days prior to the end of each annual contract period.

It is expressly understood that contract extensions and/or rate increases are not automatic or guaranteed. The District reserves the right to reject any such request and re-bid and/or cancel said contract within the provisions of the contract.

9. **Contract Termination:** The first contract period begins August 1, 2025 through June 30, 2025 and each July 1st thereafter. The District has the right to terminate without cause at the end of any annual period. The Contractor has the right to terminate at the end of any annual period if the District fails to agree to pay the full percentage increase according to the Consumer Price Index as published by the U.S. Department of Labor. If the Contractor so terminates, he must give notification in writing and shall continue to provide service at the established price for thirty (30) days after delivering the said written notice to the Colton Joint Unified School District Purchasing Department, or at the end of any annual period, whichever is the latter.
10. **Assignment of Contract and/or Purchase Order:** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without prior written consent of the District.
11. **Hold Harmless:** The bidder shall indemnify and hold harmless the District, its officers, agents, and employees, from every claim or demand made, and every liability, loss, damages, or expense, of any nature whatsoever, which may be incurred by reason of:
 - a. Liability for damages for: (1) death or bodily injury to persons, (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor upon or in connection with the work and/or delivery of equipment and supplies called for in this Agreement, except for liability resulting from the sole negligence, or willful misconduct of the District, its officers, employees, agents or independent

contractors who are directly employed by the District, and except for liability resulting from the active negligence of the District.

- b. Any injury to or death of persons or damage to property caused by act, neglect, default or omission of the Bidder, or any person, firm, or corporation employed by the Bidder, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the District arising out of, or in any way connected with the work and/or delivery of equipment or supplies covered by this Agreement, whether said injury or damage occurs on or off District's property, if the liability arose from the negligence or willful misconduct of anyone employed by the Bidder, either directly or by independent contract, and not by the active negligence of the District.

- c. The Bidder, at the Bidder's own expense, cost and risk shall defend:

Any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees, on any such claim or liability, and shall pay or satisfy any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents, or employees, in any action, suit or other proceedings as a result thereof.

- 12. **Force Majeure Clause:** The Contractor shall be excused from performance hereunder to the extent that he is prevented from performing in the customary manner by an act of God, fire, strike, partial or total interruption of loss or shortage of transportation, facilities, lockout, commandeering of raw materials, products, plants or facilities by the Government, when satisfactory evidence thereof is presented the District, providing that it is satisfactorily established that the non-performance is not due to the fault or negligence of the Contractor.

- 13. **Anti-Discrimination:** It is the policy of the District that in connection with all work performed under construction and purchasing contracts, there be no discrimination against any employee engaged in the work because of race, color, ancestry, sex, national origin or religious creed, and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act, beginning with Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all subcontractors employed on the work by him.

- 14. **Payment:** Unless otherwise specified, the Contractor shall render invoices for services performed under the contract. The District shall make payment for materials, supplies or other services furnished under this contract within a reasonable and proper time after acceptance.

15. **Precautions:** The Contractor shall take all precautions at all times to avoid injury or damage to any person or persons or any property, upon completion of the work, or at times as directed, replace premises and adjacent property in a satisfactory condition, as directed.
16. **Laws and Regulations:** The Contractor shall conform to all Federal, State, County and City laws, ordinances and regulations covering the work.
17. **Nuisances:** At no time shall the Contractor be permitted to disrupt the instructional or operational activities of the District. Said nuisances shall include, but not be limited to, excessive noise, blocking major vehicular traffic lanes, and/or conduct not permissible on District property.
18. **Maintenance of Sites:** The Contractor shall leave the premises clean of any spilled debris or hydraulic fluid caused by emptying containers. The Contractor shall pick-up, empty and reset containers at the specific location at the site designated by the District.
19. **Default Clause:** If the Contractor fails to take corrective action, within ten (10) calendar days from receipt of notification by the District, due to failure to perform the contract, the District may, upon seventy-two (72) hours written notice, terminate this contract. It being specifically provided and agreed that time shall be of the essence of the agreement. However, the District shall be obligated to pay for said services rendered to the date of notice of termination. This contract is subject to cancellation by the District without cause and without penalty to the District at the end of each school year.
20. **Default By Contractor:** Failure to comply with any of the terms and/or conditions of this contract shall constitute default by the contractor.
21. **Taxes:** The unit rate/s bid shall exclude all applicable taxes. The District shall pay only the California Sales and Use Tax, when applicable and listed separately on the invoice.
22. **District Locations – Additions/Deletions:** The District shall have the right to add or delete service at any District location at any time during the contract period. Upon reasonable advance notice by the Maintenance and Operations Department to the Contractor, the District may increase or decrease: (1) the number of locations to be serviced; (2) the number of containers; and (3) the number of pick-ups per week.

23. **Site Inspections:** Bidding contractors must visit each site and the areas of work involved for a pre-bid inspection to make themselves aware of existing conditions. Exterior areas can be inspected any day, Monday through Friday. The bidder, when visiting the site where school is in session, shall make himself and his business known to the School Administrator so that the faculty and students may be advised that his presence on the grounds is authorized.

24. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.

25. **Schedules, Amounts of Service Required, Etc.:**

a. **Container Placement:** Placement of containers has been determined by the District in accordance with safety, convenience and sanitary factors. The Contractor is advised that in certain cases such conditions as the unlocking of gates, travel across school grounds, etc., may be necessary.

b. **Materials:** The vendor shall furnish the District with metal 3, 4 and 6 cubic yard bins, with tight fitting lids, heavy duty casters and drain holes with plugs, where applicable.

Care shall be taken at all times to keep the lids in proper fitting condition. All damaged lids shall be repaired or replaced within twenty-four (24) hours after notification by the District.

c. **Sanitation:** All containers shall be cleaned and sanitized by the Contractor as required in order to comply with appropriate health and safety regulations. If a container is damaged by fire or other means, the container must be replaced within seventy-two (72) hours after notification by the District.

d. **Log of Inadequate Service:** The District Maintenance and Operations Department will maintain a complete log of all calls made to the vendor regarding inadequate service. The Contractor shall receive a copy of said log and a copy shall be forwarded to the Purchasing Department. Should the District request additional pick-ups, the vendor shall invoice the District at the quoted rate. Likewise, should the vendor fail to pick up refuse per the agreement, the District shall withhold payments accordingly.

- e. Waste Audit: The Contractor awarded this bid shall conduct and submit a waste audit to the District by December 1, 2025. At that time, the District and vendor will adjust the size, quantities and frequency of pick-ups based on the information contained in the waste audit. As a means to further reduce the District's waste disposal costs, waste audits will be an ongoing requirement of the Contractor to provide to the District upon request.
- f. Schedule of Data: Attached is a schedule giving the following information: Names and addresses of District sites to be serviced, the number and sizes of containers at each site and service frequency.
- g. District Calendar: The District is on a single-track year-round education calendar. This means that all school sites within the District are off track (no students on campus) at the same time. **During these off-track times, refuse pickup will need to be reduced.** After the initial term, the contractor is to check the school site calendar posted on the CJUSD website and confirm with the M&O Director or his designee the once a week pick up schedules that coordinate with the holiday/break scheduled dates calendared there.

The District Office(s) and Field Services/Warehouse pickups will remain the same as indicated on the "Schedule of Data" year-round.

Add Schedule

	Bid 25-023JB Schedule of Data	Container Type	QTY	Trash Size	Pick-Up dates M/T/W/TH/F	Weekly pick ups
1	Birney Elementary School (Site 110)	Trash	1	3yd	M,W,F	3
	1050 E. Olive Street	Recycling	1	3yd	M,W,F	3
	Colton, CA 92324	Org Waste	2	65 gal	M,W,F	3
2	Cooley Ranch Elementary School (Site 120)	Trash	1	3yd	M,T,W,Th,F	5
	1000 S. Cooley Drive	Recycling	1	3yd	M,T,W,Th,F	5
	Colton, CA 92324	Org Waste	1	65 gal	M,W,F	3
3	Crestmore Elementary School (Site 130)	Trash	2	3yd	M, T, W, Th, F	5
	18870 Jurupa Avenue	Recycling	2	3yd	M,T,W,Th	4
	Bloomington, CA 92316	Org Waste	1	65 gal	M,W,F	3
4	D'Arcy Elementary School (Site 140)	Trash	1	3yd	M,T,W,Th,F	5
	11645 Elm Avenue	Recycling	1	3yd	M,T,W,Th,F	5
	Fontana, CA 92337	Org Waste	1	65 gal	M,W,F	3
5	Grand Terrace Elementary School (Site 150)	Trash	1	3yd	M,W,F	3
	12066 Vivienda Avenue	Recycling	2	3yd	M,W,F	3
	Grand Terrace, CA 92313	Org Waste	1	65 gal	M,W,F	3
6	Grant Elementary School (Site 160)	Trash	2	3yd	M,T,W,Th,F	5
	550 W. Olive Street	Recycling	1	3yd	M,W,F	3
	Colton, CA 92324	Org Waste	1	65 gal	M,W,F	3
7	Grimes Elementary School (Site 170)	Trash	1	3yd	M,W, F	3
	1609 Spruce Avenue	Recycling	2	3yd	M,W,F	3
	Bloomington, CA 92316	Org Waste	1	65 gal	M,W,F	3
8	Jurupa Vista Elementary School (Site 180)	Trash	1	3yd	M,T,W,Th,F	5
	15920 Village Drive East	Recycling	1	3yd	M,Th	2
	Fontana, CA 92337	Org Waste	1	65 gal	M,W,F	3
9	Lewis Elementary School (Site 190)	Trash	1	4yd	M, T, W, Th, F	5
	18040 San Bernardino Avenue	Recycling	2	3yd	M,T,W,Th, F	5
	Bloomington, CA 92316	Org Waste	1	65 gal	M,W,F	3
10	Lincoln Elementary School (Site 200)	Trash	1	3yd	M,T,W,TH,F	5
	444 E. Olive Street	Recycling	2	3yd	M,W,F	3
	Colton, CA 92324	Org Waste	1	65 gal	M,W,F	3
11	McKinley Elementary School (Site 210)	Trash	1	3yd	M,T,W,Th,F	5

	Bid 25-023JB Schedule of Data	Container Type	QTY	Trash Size	Pick-Up dates M/T/W/Th/F	Weekly pick ups
	600 W. Johnston Street	Recycling	2	3yd	M,W,F	3
	Colton, CA 92324	Org Waste	1	65 gal	M,W,F	3
12	Reche Canyon Elementary School (Site 220)	Trash	1	3yd	M,T,W,Th,F	5
	3101 Canyon Vista Drive	Recycling	2	3yd	M,W,F	3
	Colton, CA 92324	Org Waste	1	65 gal	M,W,F	3
13	Rogers Elementary School (Site 230)	Trash	1	4yd	M,W,F	3
	955 W. Laurel Street	Recycling	2	3yd	M,W,F	3
	Colton, CA 92324	Org Waste	1	65 gal	M,W,F	3
14	Smith Elementary School Trash (Site 240)	Trash	1	3yd	M,W,F	3
	9551 Linden Avenue	Recycling	2	3yd	M,W, F	3
	Bloomington, CA 92316	Org Waste	1	65 gal	M,W,F	3
15	Sycamore Hills Elementary School (Site 245)	Trash	1	4yd	M,T,W,Th,F	5
	11036 Mahogany Drive	Recycling	1	3yd	M,W,F	3
	Fontana, CA 92337	Org Waste	1	65 gal	M,W,F	3
16	Terrace View Elementary School (Site 250)	Trash	1	4yd	M,W,F	3
	22731 Grand Terrace Road	Recycling	2	3yd	M,W,F	3
	Grand Terrace, CA 92313	Org Waste	1	65 gal	M,W,F	3
		lock	4			
17	Wilson Elementary School (Site 260)	Trash	1	3yd	M,W,F	3
	750 South 8th Street	Recycling	2	3yd	M,W,F	3
	Colton, CA 92324	Org Waste	1	65 gal	M,W,F	3
18	Zimmerman Elementary School (Site 270)	Trash	1	3yd	M,T,W,Th	4
	11050 Linden Avenue	Recycling	2	3yd	M,W,F	3
	Bloomington, CA 92316	Org Waste	1	65 gal	M,W,F	3
19	Colton Middle School (Site 320)	Trash	2	3yd	M,T,W,Th,F	5
	670 W. Laurel Street	Recycling	2	3yd	M,W,F	3
	Colton, CA 92324	Org Waste	1	65 gal	M,W,F	3
20	Joe Baca Middle School (Site 325)	Trash	2	4yd	M,T,W,Th,F	5
	1640 S. Lilac Avenue	Recycling	3	3yd	M,T,W,Th	4
	Bloomington, CA 92316	Org Waste	1	65 gal	M,W,F	3

	Bid 25-023JB Schedule of Data	Container Type	QTY	Trash Size	Pick-Up dates M/T/W/TH/F	Weekly pick ups
21	Ruth Harris Middle School Trash (Site 330)	Trash	2	3yd	M,W,F	3
	11150 Alder Avenue	Recycling	2	3yd	M,T,W,Th, F	5
	Bloomington, CA 92316	Org Waste	1	65 gal	M,W,F	3
22	Terrace Hills Middle School (Site 340)	Trash	1	3yd	M,T,W,Th,F	5
	22579 DeBerry Street	Recycling	2	3yd	M,W,F	3
	Grand Terrace, CA 92313	Org Waste	1	65 gal	M,W,F	3
23	Bloomington High School Trash (Site 420)	Trash	2	3yd	M,T,W,Th, F	5
	10750 Laurel Street	Trash	2	4yd	M,T,W,Th, F	5
	Bloomington, CA 92316	Recycling	5	3yd	M,T,W,Th, F	5
		Org Waste	1	65 gal	M,W,F	3
24	Colton High School (Site 440)	Trash	1	4yd	T,Th	2
	777 W. Valley Blvd.	Trash	3	4yd	M,T,W,Th,F	5
	Colton, CA 92324	Recycling	7	3yd	M,T,W,Th,F	5
		Org Waste	1	65 gal	M,W,F	3
		Lock	10			
25	Grand Terrace High School (Site 460)	Trash	3	4yd	M,T,W,Th,F	5
	21810 Main Street	Trash	2	4yd	M,W,F	3
	Grand Terrace, CA 92313	Recycling	3	3yd	M,W,F	3
		Recycling	2	3yd	M,T,W,Th,F	5
		Org Waste	1	65 gal	M,W,F	3
		Lock	10			
26	Slover Mtn. High School (Site 520)	Trash	1	3yd	M, W, F	3
	18829 Orange Street	Recycling	1	3yd	M , TH	2
	Bloomington, CA 92316	Org Waste	1	65 gal	M,W,F	3
27	San Salvador School (Site 980)	Trash	1	3yd	M,W,F	3
	471 Agua Mansa Road	Recycling	2	3yd	M,W,F	3
	Colton, CA 92324	Org Waste	1	65 gal	M,W,F	3
28	Washington Alt. High School (Site 560)	Trash	1	3yd	M	1
	900 East "C" Street	Recycling	1	3yd	M	1
	Colton, CA 92324	Org Waste	1	65 gal	M,W,F	3
29	Hermosa Center (Site 897)	Trash	1	3yd	M,W,F	3
	325 Hermosa Street	Recycling	1	3yd	M,Th	2
	Colton, CA 92324	Org Waste	0	65 gal	M,W,F	3

[illegible]

FOR BIDDING PURPOSES, THE CONTAINER SIZE, QUANTITIES AND FREQUENCY OF PICK-UP CANNOT BE CHANGED. THE BIDDER'S RATE, AS GIVEN IN THE PROPOSAL, MUST BE BASED ON THE INFORMATION CONTAINED IN THE SCHEDULE OF DATA.

BID PROPOSAL FORM

To: Board of Education
Unified School District
Purchasing Department
1212 Valencia Drive
Colton CA 92324
Phone: 909-580-6670

Bid Number: 25-023JB Colton Joint
Project Name: Solid Waste
Collection and Disposal Service

Bid Due: June 17, 2025 at 11:00 a.m.

Having carefully examines the Information to Bidders, Specifications Scope of Work and other bid documents, and also having visited the job site and carefully examined the Proposal Form and any Addenda described herein including the timelines and required experience, we hereby submit the following proposal:

Number of Addenda acknowledged _____

Firm Name: _____

Address: _____ City/State/Zip _____

Telephone # _____ FAX # _____

Email: _____

WORK TO BE DONE:

The work covered by this Proposal consists of furnishing all labor, materials, equipment and services necessary for:

Solid Waste Collection and Disposal Service

FOR BIDDING PURPOSES, THE CONTAINER SIZE, QUANTITIES AND FREQUENCY OF PICK-UP CANNOT BE CHANGED. THE BIDDER'S RATE, AS GIVEN IN THE PROPOSAL, MUST BE BASED ON THE INFORMATION CONTAINED IN THE SCHEDULE OF DATA.

Monthly service fee for the first contract period beginning **August 1, 2025 through June 30, 2026**, will be provided in accordance with the specifications for the sum of:

Bid Form
Cost Per Month (Based on Schedule of Data)

***Total Base Bid Amount Sites 1-34**
(all thirty-four sites combined) \$ _____

Additional pricing information:

Additional refuse container pick-up
per occurrence, 4 yrd \$ _____
 3 yrd \$ _____

Additional recycle container pick-up
per occurrence \$ _____

All prices contained in this proposal include delivery, installation and all applicable taxes.

The undersigned has read all of the conditions, instructions and specifications, is familiar with, understands, and will conform by furnishing and delivering the goods and/or services at the prices quoted above.

By signing this bid, the bidder certifies that it (or its firm hereby represented) is legally authorized to conduct business in California and has complied with any and all, federal, state, or other laws or regulations applicable to any purchase resulting from this bid, including, but not limited to, copyright and/or patent laws and anti-collusion law. Failure of bidder to sign the bid will render the bid null and void.

Name of Company	Address
-----------------	---------

City/State/Zip	Telephone	FAX	Email Address
----------------	-----------	-----	---------------

Contractor's License # _____ Expiration Date _____

Signature: _____

Print name: _____

Title _____

SITE VISIT CERTIFICATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

I certify that I have visited the site of the proposed work contained in **Bid 25-023JB Solid Waste Collection and Disposal Service** and have fully acquainted myself with the conditions relating to construction and labor. I fully understand the facilities, difficulties, and restrictions attending the execution of the work under contract.

I certify under penalty of perjury under the laws of the State of California at the foregoing is true and correct.

I fully indemnify the Colton Joint Unified School District, all of their respective officers, agents, employees, and consultants from any damage, or omissions, related to conditions that could have been identified during my visit to the site.

(Signature of Bidder)

(Typed name of Bidder)

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

(Notary Public)

My commission expires: _____

CONTRACTOR'S CERTIFICATE REGARDING WORKER'S 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 worker's 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.

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.

Contractor Name: _____

Contractor Signature: _____

Date: _____

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 4 commencing at Section 4100, Division 2, Part 1 of the Public Contract Code of the State of California) and any amendments thereof, the Contractor shall set forth below: (a) the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement to be performed under this contract or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the prime contractor's total bid and (b) the portion of the work which will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid.

If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the prime contractor's total bid, Contractor shall be deemed to have agreed that Contractor is fully qualified to perform that portion, and that Contractor alone shall perform that portion.

No prime contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then after a finding reduced to writing as a public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

DESIGNATION OF SUBCONTRACTORS

<u>Portion of Work</u>	<u>Subcontractor</u>	ype text here	<u>Location</u>

Date: _____

Proper Name of Contractor _____

Signature of Contractor _____

Address _____

City, State, Zip Code _____

Designation of Subcontractors Page 2 of 2

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN BERNARDINO)

party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any of bidder to put false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bid or any other bid, or to fix any overhead, profit, or cost element of the bid price, or that of any other bid, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Office

PERFORMANCE BOND

WHEREAS, the _____

District by Board action on _____ 20 _____,
has awarded to _____
hereinafter designated as the "Principal," a contract for the work described as
follows:

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

NOW THEREFORE, _____
Name of Principal
of _____
address

City of _____, State of _____, as
Principal, and, _____ a corporation organized
and existing under the laws of the State of _____
_____, legally doing business in California as
an admitted surety insurer
at _____, City
of _____, State of California, as Surety, are indebted to
_____ District in the sum of
_____ Dollars (\$) for which payment Principal and
Surety bind ourselves, our heirs, executors, administrators, successors, and
assigns, jointly and severally.

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

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the specifications.

In the event suit is brought upon this bond by the District and judgement is recovered, the Surety shall pay all costs incurred by the District in such suit, including reasonable attorney's fees, to be fixed by the Court.

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

Principal _____

By _____
Typed or Printed Name

Title _____

By _____
Typed or Printed Name

(Attach Attorney in Fact Certificate) Title _____

BID BOND

(Must be submitted with bid)

KNOW ALL MEN BY THESE PRESENTS, that we, _____ the undersigned, _____ as Principal, and _____ as Surety, are hereby and firmly bound unto the **Colton Joint Unified School District** as owner in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid, dated _____, 20____, for bid

#25-023JB Solid Waste Collection and Disposal Service.

NOW THEREFORE,

- a. If said bid shall be rejected, or in the alternate,
- b. If said Bid shall be accepted and the Principal shall execute and deliver a contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and shall in all other respects perform the agreement created by the acceptance of said Bid,

Then this obligation shall be void; otherwise, the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees, that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first mentioned.

Principal

By _____

Title _____

Surety

By _____

Title _____

[SEAL]

AGREEMENT

This agreement, dated this _____ day of _____,

20_____, in the County of San Bernardino, State of California, by and between the COLTON JOINT UNIFIED SCHOOL DISTRICT, hereinafter referred to as "District", and

_____ hereinafter referred to as "Contractor".

WITNESSETH

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

1. Pursuant to and in compliance with the Notice to Contractors Calling for Bids, Information to Bidders, Specifications, Schedule of Data, Bid, as accepted, List of Subcontractors, Performance Bond, Agreement and Addenda Nos., the undersigned bidder, having familiarized himself with the terms and conditions of the contract, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time frame stipulated, the contract, including all of its component parts, and everything required to be performed, including its acceptance by the District, and to provide and furnish and all of the labor, materials, tools, expendable equipment, licenses, certificates, permits and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all the work required, all in strict conformance with the specifications.
2. CONTRACTOR shall perform everything required to be performed, and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for Bid #25-023JB Waste Collection and Disposal Service.

All of said work to be performed and materials to be furnished shall be in strict accordance with the Specifications and provisions of the contract herein enumerated.

3. DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, the sum of: Dollars (\$_____)
said sum being the total amount stipulated in the proposal.
4. The initial term of the contract shall be eleven (11) months commencing August 1, 2025 and extending through June 30, 2026. The DISTRICT may, at its sole discretion, grant extensions to the contract as provided in the contract documents.
5. Each and every provision of law and clause required to be inserted in this contract shall be deemed to be inserted herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

The bidder shall indemnify and hold harmless the District, its officers, agents and employees, from every claim or demand made, and every liability, loss damages, or expense, of any nature whatsoever, which may incur by reason of:

- a. Liability for damages for: (1) death or bodily injury to persons, (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor upon or in connection with the work and/or delivery of equipment and supplies called for in this Agreement, except for liability resulting from the sole negligence, or willful misconduct of the District, its officers, employees, agents or independent contractors who are directly employed by the District, and except for liability resulting from the active negligence of the District.
- b. Any injury to or death of persons or damage to property caused by act, neglect, default or omission of the Bidder, or any person, firm, or corporation employed by the Bidder, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the District arising out of, or in any way connected with the work and/or delivery of equipment or supplies covered by this Agreement, whether said injury or damage occurs on or off District's property, if the liability arose from the negligence or willful misconduct of anyone employed by the Bidder, either directly or by independent contract, and not by the active negligence of the District.

- c. The Bidder, at the Bidder's own expense, cost and risk shall defend:

Any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees, on any such claim or liability, and shall pay or satisfy any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents, or employees, in any action, suit or other proceedings as a result thereof.

6. The service rates contained in the Proposal shall remain in effect for the life of the agreement with changes as allowed in the contract documents.
7. The Contractor agrees to bind every subcontractor by the terms of the Agreement as far as such items are applicable to the subcontractor's work. If the CONTRACTOR subcontracts any part of this agreement, The CONTRACTOR shall be fully responsible to the DISTRICT for acts and omissions of the persons directly employed by himself. Nothing contained in the Agreement documents shall create any contractual relationship between any subcontractor and the DISTRICT. Prior to commencement of any work under this Agreement said subcontractor shall be properly licensed and remain licensed during the term of this Agreement. The DISTRICT'S consent to, or approval of, any subcontractor under this Agreement, and no such consent or approval shall be deemed to waive any provision of this Agreement.
8. The DISTRICT shall pay the CONTRACTOR monthly, in arrears, for all services performed, based upon the submission of an itemized invoice marked to the attention of the Accounts Payable Department of the District. Invoices shall include as a minimum: the Contract Number, Purchase Order Number, month of billing, unit amount and extended amount.
9. The CONTRACTOR shall not assign or transfer any operation of law or otherwise any or all of its rights, burdens, duties, obligations, or any sum that may accrue to it hereunder, without the prior written consent of the District.
10. While performing services under the Agreement, the CONTRACTOR or any subcontractors, are independent CONTRACTORS and not an officer, employee or agent of the DISTRICT.
11. The CONTRACTOR shall not commence work or allow any subcontractor to commence work under this contract until all required insurance and certificates have been delivered in duplicate to and approved by the District. The District shall be named c-insured in all said insurance policies. Certificates and insurance policies shall include the following clause:

"This policy shall not be cancelled or reduced in required limits of liability or amount of insurance until notice has been mailed to the District stating date of cancellation or reduction. Date of cancellation or reduction may not be less than thirty (30) days after date of mailing notice."

Certificates of insurance shall state in particular those insured, location and operation to which insurance applies, expiration date and cancellation and reduction notice.

Contractor shall furnish, prior to commencing work, and maintain, during the life of this contract, and shall require all subcontractors, if any, to maintain the following insurance policies issued by insurance companies authorized to transact business in the State of California and which comply with all requirements of the Department of Insurance or the State of California:

General Liability Insurance for injuries including accidental death, to any one person in an amount not less than.....\$1,000,000.00

and,

Subject to the same limit for each person on account of one accident, in an amount not less than.....\$1,000,000.00

and,

Property Damage Insurance which includes fire damage in an amount not less than.....\$1,000,000.00

The following special hazards shall be covered by rider or riders to the above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance as follows:

Automotive and truck where operated, in amounts as above. Material hoist where used, in amounts as above.

12. The DISTRICT may terminate this Agreement in whole or in part if:

a. The CONTRACTOR fails to perform the services during the time frame specified herein or any extension thereof;

OR;

b. The CONTRACTOR fails to perform any of the provisions of the Agreement and does not cure such failure within a period of ten (10) calendar days after the receipt of notice from the District specifying such failure.

In the event that the DISTRICT terminates this Agreement in whole or in part, the DISTRICT may procure services, similar to those so terminated from other sources, and the CONTRACTOR shall be liable to the DISTRICT for any excess costs for such similar services.

BY: _____
District Signature

Date: _____

BY: _____
Contractor Signature

Date: _____

Contractor's License Number

CERTIFICATION BY CONTRACTOR
CRIMINAL RECORDS CHECK
AB 1610, 1612 and 2102

CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS

_____certifies that it has performed one of the following:

[Name of Trade Contractor/consultant]

Pursuant to Education Code Section 45125.1, Trade Contractor has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the Colton Joint Unified School District, pursuant to the contract/purchase order dated_____, and that none have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c), respectively.

As further required by Education Code Section 45125.1, attached hereto as Attachment "A" is a list of the names of the employees of the undersigned who may come in contact with pupils.

OR

☐ Pursuant to Education Code Section 45125.2, Trade Contractor will ensure the safety of pupils by one or more of the following methods:

☐ 1. The installation of a physical barrier at the worksite to limit contact with pupils.

☐ 2. Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Date_____, 20_____

[Name of Trade Contractor/Consultant]

By its: