

## PROJECT DESCRIPTION

### WILLIAM S. HART UNION HIGH SCHOOL DISTRICT

#### Waste Management Services

##### INTRODUCTION

The Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (AB 939) (California Public Resources Code Section 40000 et seq.), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for solid waste management within their jurisdictions; and pursuant to California Public Resources Code Section 40059(a)(2), and in an effort to assist the City of Santa Clarita obtain their diversion goals, the Wm. S. Hart Union High School District (hereinafter "District" or "Owner") intends, for the benefit of public health, safety, and well-being, to award a Contract to a qualified Company for the collection, transfer and transportation, recycling, processing, compacting and disposal of Solid Waste and other services related to meeting the diversion goals required by AB 939, and other requirements of the California Integrated Waste Management Act (hereinafter, the "Contract"). Owner desires to maintain reasonable rates and quality service related to the collection, transportation, recycling, processing, and disposal of Solid Waste and other services.

All bidding parties shall be fully aware of all licensing requirements and maintain all licenses or permits required by law. Bidding parties shall be fully aware and apprised of all ordinances, laws, orders, regulations and rules relating to the subject of the bid including, but not limited to the laws governing the safe collection, transport, recycling, and disposal of Solid Waste, including AB 939, the Resource Conservation and Recovery Act ("RCRA"), and the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"). Owner is not becoming an "arranger" or a "generator" as those terms are used in CERCLA. The Company awarded the Contract (hereinafter, the "Company") is "arranging for" the collection, transport for disposal, composting, and recycling of and municipal Solid Waste which may contain hazardous substances. Further, Company agrees to indemnify Owner in connection with any claims relating to the inadvertent or intentional collection, transportation and/or disposal of hazardous materials that may occur in connection with Company's performance.

Company will agree as part of this Contract, to provide such services as are necessary to ensure Owner complies with the requirements of Public Resources Code Section 40000, et seq. The bids based on this document will be used to evaluate and select a preferred supplier(s) who will provide Owner with Solid Waste Management Services as part of periodic Contracts.

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### SCOPE

The William S. Hart Union High School District, Owner, is considering awarding a Contract based upon the proposals submitted to this bid package for collection and disposal of Waste Management Services, including but not limited to, recycling and compacting. Each proposal shall include, but not be limited to, furnishing all labor, materials and equipment, and performing all work necessary and incidental to performing said services for Owner.

Company shall provide Waste Management Services to school facilities within Owner's jurisdiction at service levels as described in this Bid Package. If school facilities, including administrative headquarters, district maintenance yards or individual schools, (hereinafter, the "Premises") receive monthly refuse bin service from a Company, those same facilities shall be entitled to compacting services, free recycling and all other services described in this Bid Package. Additional requirements are outlined in this Bid Package.

The Owner's current total 3 yard trash bin requirement is sixty-two (62) bins. The current total recycling bin requirement is forty-two (42) bins. The current total Green Waste bin requirement is three (3) bins. Currently, Owner does not have any compacting services or equipment. If the district implements compactor services at any of our sites, the district will procure the compactors. Premises pick-up locations and the number of times pick-up is required, is defined by Exhibit "1". The current container and pick-up rates for Solid Waste Service is defined by Exhibit "A". The current container and pick-up rates for Recycling Service is defined by Exhibit "B". Special Rates and Adjustments are defined by Exhibit "C". However, Owner reserves the right to amend the number of containers, pick-up locations and times as necessary.

### LIMITATIONS TO SCOPE

Notwithstanding any provision to the contrary contained herein, the obligation to provide Waste Management Services to Owner Premises granted to Company awarded the services Contract, the Contract specifically prohibits exclusivity of the following services. The following services may be provided by persons other than Company and which may be the subject of other permits, licenses, franchises or agreements issued or entered by Owner:

- a. The sale or donation of recyclable material by the Owner to any person or entity other than Company; provided, however, to the extent permitted by law, if the Owner is required to pay monetary or non-monetary consideration for the collection, transportation, transfer, or processing of recyclable material, the fact that the Owner receives a reduction or discount in price or other reduction in consideration that the Owner is required to pay, such action shall not be considered a sale or donation;
- b. Solid Waste, including recyclable materials and Green Waste, which is removed from any Premises by the Owner, and which is transported personally by such Owner to a processing or disposal facility in a manner consistent with all applicable laws and regulations;
- c. Containers delivered for recycling under the California Beverage Container Recycling Litter Reduction Act (California Public Resources Code, Section 14500, et. seq.);
- d. Green waste removed from Premises by a gardening, landscaping, or tree trimming company, utilizing its own equipment, as an incidental part of a total service offered by that company rather than as a hauling service;

- e. The collection, transfer, transport, recycling, processing, and disposal of construction and demolition debris;
- f. The collection, transfer, transport, recycling, processing, and disposal of Hazardous Substances, Hazardous Waste, and radioactive waste regardless of its source;
- g. The collection, transfer, transport, recycling, processing, and disposal of Solid Waste by Owner through Owner officers or employees in the normal course of their employment; The collection, transfer, transport, recycling, processing, and disposal of Solid Waste when such Solid Waste is collected and transported in a Roll-off Box;
- h. Temporary Bin Service, and collection of Bulky Items;
- i. Solid Waste Management Services provided by any person having a legal right to continue doing so, pursuant to Public Resources Code Section 49520, *et. seq.*, or otherwise, so long as and to the extent such legal right continues to exist.

While the Contract provisions contained herein shall not be exclusive with respect to the above noted matters, Company shall still be obligated to provide those services which may be included in the above (i.e., collection of Bulky Items) pursuant to the rates, and other terms, as set forth in the Contract bid documents.

The obligation to provide Waste Management Services at Owner Premises granted to Company by the Contract shall be interpreted to be consistent with all applicable state and federal laws, now in effect and adopted during the term of the Contract. The scope of the Contract shall be limited by all applicable current and developing laws and regulations. In the event that future interpretations of current law, future enactments or developing legal trends limit the ability of Owner to lawfully grant Company the scope of services as specifically set forth herein, Company agrees that the scope of the Contract will be limited to those services and materials which may be lawfully provided, and that Owner shall not be responsible for any lost profits claimed by Company as a result thereof.

Contractor is responsible for both the performance of contract scope of work and shall coordinate with the [Owner's Director of Purchasing and Warehouse, Leigh Hansen](#), as necessary to ensure timely progress and completion of the Work.