



REPORT

DATE ISSUED: April 27, 2004

ITEM 100

REPORT NO: HCR04-36
For the Agenda of May 14, 2004

SUBJECT: Award of Trash Disposal Services Contract (Citywide)

SUMMARY

Issue: Should the Housing Commission approve the award of a contract to EDCO Disposal Corporation for trash disposal services at Housing Commission owned and managed sites throughout the city?

Recommendation: Approve the award of contract for \$153,221 to EDCO Disposal Corporation for the period of one-year with four additional one-year options, and authorize the Chief Executive Officer to execute the contract (Attachment 1).

Fiscal Impact: Funding for this contract is allocated as follows:

Certificate No. 04-127
Amount: \$153,221
Revenue Source: Various
Division: Housing Programs
Line Item: Maintenance Contracts/Trash Disposal

Equal Opportunity Statement: EDCO Disposal Corporation is not certified as a Disadvantaged, Women Owned or Disabled Veteran Business Enterprise. A Certificate of Compliance and a Workforce Analysis has been provided and shows that this vendor is in compliance with the San Diego Housing Commission Equal Opportunity Program. Information on the Workforce Analysis (Attachment 2) indicates that 94% of the company's workforce is disadvantaged.



BACKGROUND

The Housing Commission (SDHC) provides routine trash disposal services to all SDHC owned and/or managed developments on a regularly scheduled basis. As such, the SDHC has a continuing need for trash disposal services.

DISCUSSION

The proposed work under this contract provides for trash disposal services at the developments owned and/or managed by the SDHC (Attachment 1).

On March 8, 2004, a Request for Proposals was issued for this service. Proposal advertisements were placed in the *San Diego Union Tribune*, the *San Diego Daily Transcript*, *La Prensa* and the *Voice and Viewpoint*.

On March 23, 2004, a pre-proposal conference was conducted with four firms in attendance. During the response period, a total of eight proposal packages were provided to interested contractors.

At the closing date on April 6, 2004, proposals were received from EDCO Disposal Corporation, Tayman Industries, Inc., and Pacific Waste Services. The current service provider, Waste Management, chose not to respond. On April 12, 2004, the Proposal Evaluation Committee met to rank the submitted proposals (Attachment 3). The proposals were ranked based on the following criteria:

1. Cost
2. Experience
3. Qualifications

Staff analysis indicates that EDCO Disposal Corporation has provided the most advantageous response at the lowest cost and is capable of performing this service.

Respectfully submitted,

Steve Snyder
Asset Manager

**Signature on File
With Original Document**

Approved by,

Elizabeth C. Morris
Chief Executive Officer

M. Gresham, 578-7485

Attachment: 1- Contract
2- Workforce Analysis
3- Evaluation Committee Consensus Form

Attachment 1

SAN DIEGO HOUSING COMMISSION

AGREEMENT FOR _

TRASH DISPOSAL SERVICES

WITH

EDCO DISPOSAL CORPORATION

THIS AGREEMENT, entered into the _____ day of May 2004, _

between the Commission:

SAN DIEGO HOUSING COMMISSION
1625 Newton Avenue
San Diego, California 92113
(619) 231-9400

and the Contractor:

EDCO DISPOSAL CORPORATION
6670 Federal Boulevard
Lemon Grove, CA 91945
(619) 287-5696

101. DESCRIPTION OF WORK

Contractor shall provide trash disposal services to the Commission as generally described in the specifications/scope of services attached hereto.

102. CONTRACT ATTACHMENTS

The above services shall be performed in accordance with the following listed documents which are attached hereto and made a part hereof:

1. General Provisions, Contract Attachment No. 1
2. Specifications/Scope of Service, Contract Attachment No. 2
3. Compensation Schedule, Contract Attachment No. 3
4. Certificate of Compliance, Contract Attachment No. 4

103. TIME OF PERFORMANCE

All services required pursuant to this Agreement shall commence effective June 1, 2004 through May 31, 2005. The San Diego Housing Commission, at its discretion, may extend this contract for four (4) additional one (1) year periods.

104. COMPENSATION AND METHOD OF PAYMENT

a. Rates

For services performed under this Agreement, the Commission shall pay the Contractor at the rates set forth in Contract Attachment No. 3, "Compensation Schedule", attached hereto and made a part hereof.

b. Maximum Compensation

The total compensation for all services performed pursuant to this Agreement shall not exceed the sum of ONE HUNDRED FIFTY-THREE THOUSAND TWO HUNDRED TWENTY-ONE AND 16/100 DOLLARS (\$153,221.16). Contractor acknowledges that the Commission is under no obligation to compensate Contractor for services rendered or expenses accrued under this Agreement in excess of the maximum compensation specified above. It shall be the responsibility of the Contractor to monitor its activities to ensure that the scope of services specified in Contract Attachment No. 2 (Specifications) may be completed and no charges accrued in excess of the maximum compensation during the term of this Agreement. In the event that the work required cannot be completed within the amount specified, or it appears that the maximum compensation provided may be exceeded before the term of the Agreement expires, Contractor shall promptly notify the Commission.

Further, the SDHC may cancel the Agreement, without cause, by written notice to the Contractor at any time during the term of the Agreement, or any extension thereto, in the event that the SDHC and/or the Housing Authority of the City of San Diego fails to appropriate funds for the rendition of services set forth in this Agreement. This right to cancel is in addition to the rights of the Commission to terminate the Agreement as set forth in Section 214 of this Agreement.

c. Method of Payment

The Contractor shall submit a requisition to the Commission specifying the amount due for services performed by the contractor's staff. Such requisition shall: (1) reference the Contract number assigned hereto; (2) describe the services performed in detail, as specified in Contract Attachment No. 2; and (3) indicate the amount charged for the work performed. Such requisition for payment shall contain a certification by the Contractor specifying payment requested for work performed in accordance with the provisions of this Agreement. Upon approval of the requisition, the Commission shall make payment by approximately the thirtieth

(30) day of a given month if the requisition is submitted to the Commission no later than the first day of said given month. Payments will be made to Contractor at the address given above.

105. NOTICES

Notices to the parties shall, unless otherwise requested in writing, be sent to the Commission and the Contractor at the addresses given above.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

COMMISSION:

SAN DIEGO HOUSING COMMISSION

By: _____

Title: _____

Date: _____

CONTRACTOR:

EDCO DISPOSAL CORPORATION_

By: _____

Title: _____

Date: _____

Approved as to Form:

Christensen Schwerdtfeger & Spath
A Limited Liability Partnership

By: _____

Charles B. Christensen
Managing Partner

Date: _____

CONTRACT ATTACHMENT NO. 1

200. GENERAL PROVISIONS

201. Status of Contractor

This contract calls for the performance of the services of the consultant as an independent contractor. Contractor will not be considered an employee of the Commission for any purpose.

202. Ownership of Materials and Documents

Any and all sketches, drawings and other materials and documents prepared by the Contractor shall be the property of the Commission from the moment of their preparation, and the Contractor shall deliver such materials and documents to the Commission whenever requested to do so by the Commission. However, the Contractor shall have the right to make duplicate copies of such materials and documents for his own file, or for other purposes as may be authorized in writing by the Commission.

203. Non-Disclosure

The designs, plans, reports, investigations, materials, and documents prepared or acquired by the Contractor pursuant to this Contract (including any duplicate copies kept by the Contractor) shall not be shown or disclosed to any other public or private person or entity directly or indirectly, except as authorized by the Commission. The Contractor shall not disclose to any other public or private person or entity directly or indirectly, any information regarding the activities of the Commission during the term of this contract or at any time thereafter except as authorized by the Commission.

204. Conflict of Interest

(a) For the duration of this Contract, the Contractor will not act as a consultant or perform services of any kind for any person or entity which would conflict with the services to be provided herein, without the written consent of the Commission.

(b) A conflict occurs when circumstances, known to the Contractor, place the Commission and the Contractor's new client in adverse, hostile or incompatible positions wherein the interests of the Commission, the Authority, or the City of San Diego may be jeopardized. Contractor shall promptly notify the Commission in the event that such a conflict occurs.

(c) In the event of such a conflict, Contractor shall meet and confer with the Commission to agree upon modifications of its relationship with said new client or Commission in order to continue to perform services for said client and/or Commission without compromising

the interests of either. Should no agreement regarding modification be reached, Commission may terminate its contract with Contractor.

(d) When consent has been given, Contractor shall endeavor to avoid involvement on behalf of said new client which would in any manner undermine the effective performance of services by Contractor for Commission. Under no circumstances may Contractor convey, utilize, or permit to be utilized, confidential information gained through its association with Commission for the benefit of any other client.

(e) Contractor agrees to alert every client for whom consent is required, to the existence of this conflict of interest provision and to include language in its agreement with said client which would enable Contractor to comply fully with its terms. This last paragraph shall not apply to existing clients of the Contractor for which Contractor has previously received the Commission's consent.

(f) This Agreement may be unilaterally and immediately terminated by the Commission if Contractor employs an individual who, within twelve (12) months immediately preceding such employment, in their capacity as a Commission employee, participated in negotiations with or otherwise had an influence on the selection of the Contractor.

205. Contractor's Liability

(a) The Contractor shall be responsible for all injuries to persons and for all damages to real or personal property of the Commission or others, caused by or resulting from the negligence of itself, its employees, or its agents during the progress of or connected with the rendition of services hereunder.

(b) Contractor shall indemnify and hold harmless the Commission, the Housing Authority of the City of San Diego, the City of San Diego, and all officers and employees of each agency from any and all liability, claims, costs (including reasonable attorney's fees), damages, expenses and causes of action:

- 1) for damages to real or personal property, or personal injury to any third party resulting from the negligence of Contractor, its employees or its agents; or
- 2) for any breach of any obligations, duties or covenants of Contractor under this Contract or transactions related to it.

206. Insurance

Contractor shall not commence work until Contractor has obtained, at its sole cost and expense, all insurance required under this Section. The insurance obtained must be approved by the Commission. Contractor agrees to the following:

(a) Contractor shall provide public liability and property damage insurance in the minimum amount of one million dollars (\$1,000,000) for injury to or death of one or more persons and/or property damage arising out of a single accident or occurrence, insuring against all liability of the

Commission, Contractor, its Subcontractors and its authorized representatives, arising out of or in connection with the Contractor's performance of work under this Agreement.

(b) Contractor shall purchase and maintain in full force and effect worker's compensation insurance for contractors, subcontractors, employees and agents in form and amount acceptable to the Commission during the full term of this Contract.

(c) Contractor shall provide automobile liability insurance on owned and non-owned motor vehicles used in the performance of services as detailed in the Scope of Services, both on site or in connection therewith for a combined single limit for bodily injury and property damage of no less than five hundred thousand dollars (\$500,000) per occurrence.

(d) All insurance required to be purchased and maintained by the Contractor shall name the Housing Commission, the Housing Authority and the City of San Diego as additional insureds and shall contain cross-liability endorsements.

(e) The Contractor shall furnish to the Commission Certificates of Insurance evidencing the insurance carried in compliance with this Section. This Certificate shall contain a provision that at least thirty (30) days prior written notice will be given to the Commission in the event of cancellation, reduction or nonrenewal of the insurance.

207. Correction of Work

The performance of services by the Contractor shall not relieve the Contractor from any obligation to correct any incomplete, inaccurate or defective work at no further cost to the Commission, when such inaccuracies are due to the negligence of the Contractor, provided such work has not been accepted in writing by an authorized representative of the Commission.

208. Equal Opportunity Programs

During the performance of this Contract, the Contractor agrees as follows:

(a) Contractor shall comply with all applicable local, state and federal Equal Opportunity Programs, as well as any other applicable local, state and federal law. Each month, the contractor will report to the project manager, payments made to all vendors by month, contract to date and percentage of overall contract value.

(b) Contractor and each Subcontractor, if any, shall fully comply with and shall submit a Report of San Diego County Workforce Report and Certificate of Compliance with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, and any other applicable Federal and State law and regulations hereinafter enacted.

(c) Contractor shall not discriminate against any employee or applicant for employment because of race, color, age, religion, ancestry, gender, disability or national origin. Contractor shall ensure that applicants for employment and employees are treated equally without regard to their race, color, religion, ancestry, gender, disability or national origin.

(d) If any underrepresentation is found after submission of contractor's workforce report, the Commission may request an equal employment opportunity plan (EEO). An acceptable plan to correct the identified underrepresented categories must be submitted within thirty (30) days. Once the EEO has been approved by the Commission, the contractor must adhere to said plan. In the case of multi-year contracts, the contractor will be required to submit annual workforce reports and EEO updates as requested.

(e) Contractor understands that failure to comply with the above requirements and/or submitting false information in response to these requirements may result in penalties provided for in State and Federal law. In addition, the Contractor may, at the election of the Commission, be disbarred from participating in Commission projects for not less than one (1) year.

209. Cost Records

In accordance with generally accepted accounting principles, the Contractor shall maintain full and complete records of the cost of services performed under this Agreement. Such records shall be open to the inspection of the Commission or to the appropriate federal agencies after reasonable notice, and at reasonable times.

210. Subcontracting

(a) No services covered by this Contract shall be subcontracted without the prior written consent of the Commission.

(b) In order to obtain consent, Contractor shall submit a list of all potential subcontractors, and a description of work to be performed by each subcontractor, to the Commission. Once this list has been approved, no changes to the list will be allowed except by written approval of the Commission.

(c) The Contractor shall be as fully responsible to the Commission for the acts and omissions of his subcontractors, and of persons directly or indirectly employed by them, as he is for acts and omissions of persons directly employed by him.

211. Assignability

(a) The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Commission.

(b) Claims for money due or to become due to the Contractor from the Commission under this Contract may be assigned to a bank, trust company, or other financial institutions, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commission.

212. Changes

The Commission may, from time to time, request changes in the Scope of Services of the Contract to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon, by and between the Commission and the Contractor, shall be incorporated into this Contract.

213. Documents and Written Reports

The Contractor, when preparing any document or written report for or under the direction of the Commission or the City of San Diego, shall comply with the provisions of Government Code Section 7550; to wit,

"(a) Any document or written report prepared for or under the direction of a state or local agency, which is prepared in whole or in part by non-employees of such agency, shall contain the numbers and dollar amounts of such contracts and subcontracts relating to the preparation of such document or written report; provided, however, that the total cost for work performed by non-employees of the agency exceeds five thousand dollars (\$5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.

(b) When multiple documents or written reports are the subject or product of the Contract, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports."

214. Termination

This Contract may be terminated by the Commission on thirty (30) days' written notice to the contractor, the effective date of cancellation being the 30th day of said written notice with no further action required by either party.

215. Attorney's Fees and Costs

If any legal action or any arbitration or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Contract, the successful or prevailing Party or Parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

216. Entire Agreement

Contract represents the sole and entire agreement between the Commission and supersedes all prior negotiations, representations, agreements, arrangements or understandings, either oral or written, between or among the parties hereto, relating to the subject matter of this Contract, which are not fully expressed herein. No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by a duly authorized representative of both the Commission and Contractor.

217. Partial Invalidity

If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

218. Contract Governed by Law of State of California

This Contract and its performance and all suits and special proceedings under this Contract shall be construed in accordance with the laws of the State of California. In any action, special proceeding, or other proceeding that may be brought arising out of, under, or because of this contract, the laws of the State of California shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which the action or special proceeding may be instituted.

219. Interest of Member of Congress

No member or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

220. Interest of Current or Former Members, Officers, Employees

No member, officer or employee of the Commission, no member of the governing body of the locality in which the work is situated, no member of the governing body in which the Commission was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the assignment of work, shall, during his or her tenure, or for one (1) year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof. Any violation of this section shall result in unilateral and immediate termination of this contract by the Commission.

221. Drug-free Workplace

Contractor shall certify to the Commission that it will provide a drug-free workplace and do each of the following:

1. Publish a statement notifying its employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined in schedules I-V of Section 202 of the Controlled Substance Act (21 U.S.C. 812) is prohibited in Contractor's workplace and specify the actions that will be taken against employees for violation of the prohibition.
2. Establish a drug-free awareness program to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace.
 - (b) The Contractor's policy of maintaining a drug-free workplace.
 - (c) Any available drug counseling, rehabilitation and employee assistance programs.
 - (d) The penalties that may be imposed upon employees for drug abuse violations.
3. Post the statement required by subdivision 1 in a prominent place at Contractor's main office and at any job site large enough to necessitate an on-site office.

222. Plan of Operation

The Contractor shall submit to the Contracting Officer a complete plan of operations. The Contractor is responsible for notifying the Contracting Officer of any changes to the plan of operations.

223. Labor Provisions

It is the responsibility of the Contractor to be fully aware of and comply with every requirement under Federal and State law pertaining to labor provisions.

224. Extension of Contract Term

(a) Provided, that the contractor is not in default under the terms of this Agreement, the Chief Executive Officer of the Housing Commission, may extend the terms of the Agreement for a period, not to exceed ninety (90) days, on the same payment schedule, terms and conditions, in effect on the date that the Agreement would otherwise have terminated, including the option period, if any. The option to extend the Agreement shall be at the Commission's discretion only, and may not be excised by the Contractor,

(b) The Agreement may not be extended for an aggregate period of more than ninety (90) days, but may be exercised in multiple "Notices of Extension", of not less than seven (7) days in duration, for each such notice. The Agreement may be extended by the Commission by delivery of a Notice of Extension in writing to the contractor and that the stated terms and conditions of the Agreement shall be adhered to by the Contractor and the Commission during the term of the extension.

(c) Nothing contained herein, however, shall require the Commission to exercise any option to extend the Agreement. During the extension of the Agreement, the Contractor shall provide the Commission with additional certificates of insurance, if necessary, covering the term(s) of the extension.

(d) Notice of Extension may be served by the Commission upon the contractor not earlier than sixty (60) days before the original termination date of the Agreement and not later than eighty-three (83) days after the original termination date of the Agreement. Nothing contained herein shall be construed as granting the contractor a right to compel the Chief Executive Officer of the Housing Commission to exercise the option to extend the Agreement.

(e) The SDHC and Housing Authority of the City of San Diego hereby delegate the authority to the Chief Executive Officer of the SDHC to pay compensation to Contractor, during the option period, on a prorata basis, for any extension period, based upon the contract rate in effect on the date of the exercise of the extension.

(f) All contracts which are approved by the SDHC and/or Authority and include options for renewal may be renewed by the Chief Executive Officer or his/her designee at the previously stated terms for renewal. The Chief Executive Officer's authority to execute the option for renewal includes authorization to execute the required documents, identify appropriate funding source and authorize payment of funds for the continuation of services identified in the Scope of Services.

225. Statement of Economic Interest Disclosure Form (for consulting services only)

Contractor shall file a completed and executed Statement of Economic Interest Disclosure Form (Form 700), a copy of which is attached to this Agreement as Attachment No. 5, at the following times:

- (a) Upon execution of contract;
- (b) Annually on or before April 1 of each year;
- (c) Within thirty (30) days after completion of the contract.

Said form will be filed within ten (10) days of written notice from the Commission to the Contractor.

226. Conflict between Agreement and Attachments

To the extent that the provisions of the Agreement and the Attachments and Schedules conflict, the following order of construction shall apply:

- (a) To the extent that the Agreement and any Attachments or Schedules conflict, the terms and conditions of the Agreement shall prevail; and,
- (b) To the extent that any Contract Attachment and any Schedule conflicts, the Contract Attachment shall prevail.

227. Section 3 Contract Clauses

(a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding,

if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(d) The contractor agrees to include the Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

(e) The contractor will certify that any vacant employment positions, including training positions, that are filled: (1) after the contractor is selected but before the contract is executed; and, (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

(f) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(g) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment subcontracts shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

228. HUD Program-Specific Audit Requirement

24 CFR 45-1 require that nonprofit institutions with combined receipts of Federal financial assistance and outstanding Federal direct, guaranteed or insured loan balances totaling three hundred thousand dollars (\$300,000) or more a year shall have an audit conducted in accordance with the requirement of OMB Circular A-133 or a program specific financial audit, depending on the amount of funds received and the number of programs. Nonprofit institutions having only outstanding HUD direct, guaranteed or insured loans that were made guaranteed or insured prior

to the effective date of the part, are required to conduct audits in accordance with HUD program specific audit requirements.

229. Lobbying Provisions

Contractor hereby certifies to the Commission, under penalty of perjury, under the terms of applicable federal law, that at all applicable times before, during and after the term of the agreement, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement;
- (2) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- (3) Contractor will require that the above stated language be included in the award documents for all subawards at all tiers, including subcontracts, subgrants, loans, contracts, and cooperative agreements concerning the subject matter of this Agreement; and
- (4) Further, Contractor and all subrecipients, at all times, shall certify compliance with the provisions of 31 USC 1352 and any and all terms and conditions of the Byrd Anti-Lobbying Amendment, as amended from time to time.

COMMISSION:

SAN DIEGO HOUSING COMMISSION

By: _____

Title: _____

Date: _____

CONTRACTOR:

EDCO DISPOSAL CORPORATION_

By: _____

Title: _____

Date: _____

Approved as to Form:

Christensen Schwerdtfeger & Spath, LLP

By: _____

General Counsel
San Diego Housing Commission

Date: _____

CONTRACT ATTACHMENT NO. 2
SPECIFICATIONS/SCOPE OF SERVICES
TRASH DISPOSAL SERVICES

CONTRACTOR shall perform the following Scope of Services as referenced in both the Summary of Work and the Specifications, for a total compensation that does not exceed the aggregate amount referenced in Section 104 (b) of the Contract, based upon the unit prices referenced in Contract Attachment No. 3, Schedule No. 3.

Summary of Work

The work to perform under these Specifications and Scope of Services shall include, but is not limited to furnishing of all labor, supplies and equipment necessary and/or appropriate for the collection of trash at all locations referenced in Contract Attachment No. 3, at the frequency referenced in Contract Attachment No. 3. The Commission, may from time to time, reduce and/or enlarge the number of sites and/or the frequency of collection and/or the number and size of receptacles, based upon the unit prices set forth in Contract Attachment No. 3, upon written notice from the COMMISSION to the CONTRACTOR. The Scope of Services shall be increased and/or reduced upon receipt by the CONTRACTOR of written notice from the COMMISSION to the CONTRACTOR of the change in Scope of Services.

Specifications

1. Quality of containers shall be a grade that can withstand heavy use typical to family apartment living. Containers must be in good condition and must be maintained free of any and all graffiti. Damaged containers shall be promptly removed from site and be replaced with containers in good condition.
2. All containers must be equipped with rubber or plastic lids where not precluded by fire code restrictions. All lids shall fit tightly. All ill fitting lids shall be promptly replaced with lids of proper fit.
3. When and as directed by the Housing Commission, the Contractor shall provide for the duration of the contract locking devices for up to 25 containers. Contractor shall provide these locking devices at no additional cost or expense to the Commission.
4. CONTRACTOR shall provide cleaning of all bins supplied by it to the San Diego Housing Commission on a schedule to be approved by the Commission, provided, however, that said schedule shall provide for cleaning of the bins not less frequently than every 180 days, measured from the original contract date. All container interiors must be steam cleaned at 180 day intervals. Time schedule for cleaning must be submitted at contract execution. Said cleaning shall be accomplished at the sole cost and expense of CONTRACTOR.

5. Contractor is responsible for picking up litter around containers that has fallen as a result of Contractor operations.
6. Contractor shall, upon the execution of this Contract perform the trash collection services at all locations referenced in Contract Attachment No. 3, at the frequency referenced therein for each site. Contractor shall increase and/or decrease the frequency and location of collection and number of receptacles at the written direction of the COMMISSION as referenced in the Summary of Work Section of this Contract Attachment No. 2 upon the written notice from the COMMISSION to the CONTRACTOR. The amount of compensation to be paid the CONTRACTOR shall be increased and/or decreased based upon the enlargement and/or reduction in the Scope of Services, based upon the unit prices set forth in Contract Attachment No. 3, attached hereto and incorporated herein by reference.
7. Contractor shall be held to high standards of cleanliness, safety and professionalism during the performance of work on Commission property. Failure to meet these standards shall result in termination of the contract in accordance with the terms and conditions of this contract.
8. Contractor shall repair, at contractor cost, within five (5) working days, any damage to dumpster enclosure caused by its operations. Failure to perform shall be deemed as authorization to the Commission to have the work performed by others. The contractor agrees to pay for such work by allowing the Commission to deduct the cost of the work from the following month contractor's invoice.
9. CONTRACTOR shall furnish and perform all labor, supplies and equipment necessary and/or appropriate for the collection of trash at all of the locations referenced in Contract Attachment No. 3, at the frequency referenced in said Contract Attachment No. 3 with the number and sizes of receptacles referenced therein. The compensation for this initial Scope of Services shall not exceed that referenced in Section 10 (b) of this Contract, based upon the unit prices set forth in Contract Attachment No. 3.

10. Pick-up Schedule

5 Days	<i>Monday through Friday</i>
3 Days	<i>Monday, Wednesday, and Friday</i>
2 Days	<i>Monday and Friday</i>
1 Day	<i>Monday</i>

11. When and as directed by the COMMISSION, CONTRACTOR shall provide extra pick-ups at sites in accordance with unit prices as specified in the Contract.

COMMISSION:

SAN DIEGO HOUSING COMMISSION

By: _____

Title: _____

Date: _____

CONTRACTOR:

EDCO DISPOSAL CORPORATION_

By: _____

Title: _____

Date: _____

Approved as to Form:

Christensen Schwerdtfeger & Spath, LLP

By: _____

General Counsel
San Diego Housing Commission

Date: _____

**CONTRACT ATTACHMENT NO. 3
COMPENSATION SCHEDULE**

Service Location	Size/# of Containers	# Weekly Pick-ups	Cost of Monthly Service
92102:			
4451 Market Street	3 YD/2	3	\$ 236.12
92103:			
3501 First Avenue	3 YD/1	2	\$ 78.71
4131 Maryland Street	3 YD/2	2	\$ 157.42
92104:			
2932 30 th Street	3 YD/1	2	\$ 78.71
3012 30 th Street	3 YD/1	1	\$ 39.35
3030 30 th Street	3 YD/1	2	\$ 78.71
3217 30 th Street	3 YD/1	1	\$ 39.35
3755 – 57 Swift Avenue	3 YD/1	1	\$ 39.35
4254 36 th Street	3 YD/1	1	\$ 39.35
3755 Alabama Street	3 YD/1	2	\$ 78.71
4080 Arizona Street	3 YD/1	1	\$ 39.35
3974 Bancroft Street	3 YD/1	1	\$ 39.35
3984 Bancroft Street	3 YD/1	1	\$ 39.35
3850 Cherokee Avenue	3 YD/1	1	\$ 39.35
4054 Cherokee Avenue	3 YD/1	2	\$ 78.71
4360 Cherokee Avenue	3 YD/1	2	\$ 78.71
4081 Florida Street	3 YD/1	1	\$ 39.35
3350 Grim Avenue	3 YD/1	1	\$ 39.35
3083 Hawthorn Street	2 YD/1	2	\$ 63.46
3125 Ivy Street	3 YD/1	1	\$ 39.35
4352 Oregon Street	3 YD/1	1	\$ 39.35
4043 Wilson Avenue	3 YD/1	1	\$ 39.35
92105:			
3617 42 nd Street	2 YD/1	1	\$ 31.73
2420 44 th Street	3 YD/1	1	\$ 39.35
2628 44 th Street	3 YD/1	2	\$ 78.71
2716 44 th Street	3 YD/1	1	\$ 39.35
2734 44 th Street	3 YD/1	1	\$ 39.35
4078 47 th Street	3 YD/1	1	\$ 39.35
4118 52 nd Street	3 YD/2	2	\$ 157.42
3051 54 th Street	3 YD/1	2	\$ 78.71
4164 Altadena Avenue	3 YD/1	1	\$ 39.35
4147 Chamoune Avenue	3 YD/1	1	\$ 39.35
2477 Fairmount Avenue	3 YD/1	1	\$ 39.35

Service Location	Size/# of Containers	# Weekly Pick-ups	Cost of Monthly Service
92105:			
4205 Juniper Street	3 YD/2	2	\$ 157.42
4273 Juniper Street	3 YD/2	3	\$ 236.12
4390 Maple Street	3 YD/1	1	\$ 39.35
4050 Oakcrest Street	3 YD/1	1	\$ 39.35
4180 Poplar Street	3 YD/1	2	\$ 78.71
5326 Rex Avenue	3 YD/1	2	\$ 78.71
3630 Van Dyke	3 YD/1	1	\$ 39.35
92107:			
5071 Muir Avenue	3 YD/1	1	\$ 39.35
92109:			
2701 Figueroa	2 YD/1	2	\$ 63.46
2045 Grand Avenue	3 YD/1	2	\$ 78.71
2644 Hornblend Street	3 YD/1	1	\$ 39.35
92110:			
3222 Camulos	3 YD/1	2	\$ 78.71
3919 Mason Street	3 YD/1	1	\$ 39.35
4095 Valeta Street	3 YD/1	1	\$ 39.35
92111:			
7777 Belden Street	3 YD/6	3	\$ 708.37
7105 Eastman Street	3 YD/1	5	\$ 196.77
7526 Fulton Street	3 YD/7	3	\$ 826.44
7085 Levant Street	3 YD/2	5	\$ 393.54
2098 Via Las Cumbres	3 YD/4 & 4YD/1	3	\$ 613.19
92113:			
2955 Boston Avenue	2 YD/1	2	\$ 63.46
2883 Boston Avenue	3 YD/1	2	\$ 78.71
1625 Newton Avenue (Office Facility)	3 YD/1	5	\$ 196.77
92114:			
5359 Santa Margarita	3 YD/2	4	\$ 314.83
92115:			
4225 44 th Street	3 YD/1	1	\$ 39.35
4261 45 th Street	3 YD/1	2	\$ 78.71
4286 48 th Street	2 YD/1	1	\$ 31.73
4566 51 st Street	3 YD/1	1	\$ 39.35
4479 Altadena Avenue	3 YD/1	2	\$ 78.71
4560 Altadena Avenue	3 YD/1	1	\$ 39.35
4416 Highland Avenue	3 YD/1	1	\$ 39.35
5316 Meade Avenue	3 YD/1	3	\$ 118.06
7281 Saranac Street	3 YD/1	3	\$ 118.06
5385 Trojan Avenue	3 YD/1	1	\$ 39.35
Service Location	Size/# of Containers	# Weekly Pick-ups	Cost of Monthly Service
92116:			

4729 32 nd Street	3 YD/1	1	\$ 39.35
4541 33 rd Street	3 YD/1	1	\$ 39.35
4751 33 rd Street	3 YD/1	1	\$ 39.35
4632 33 rd Street	3 YD/1	1	\$ 39.35
4720 34 th Street	2 YD/1	1	\$ 31.73
4756 35 th Street	2 YD/1	1	\$ 31.73
4164 37 th Street	3 YD/1	1	\$ 39.35
4343 38 th Street	3 YD/1	1	\$ 39.35
4575 38 th Street	3 YD/1	2	\$ 78.71
4637 Hamilton Street	3 YD/1	2	\$ 78.71
2727 Meade Avenue	2 YD/1	1	\$ 31.73
4450 Georgia Street	3 YD/1	1	\$ 39.35
92119:			
7891 Golfcrest Drive	3 YD/1	2	\$ 78.71
92122:			
4055 Pulitzer Place	3 YD/3	3	\$ 354.19
92123:			
2615 Genesee Avenue	3 YD/1	2	\$ 78.71
92126:			
8792 Mira Mesa Blvd.	3 YD/1	1	\$ 39.35
8816 Mira Mesa Blvd.	3 YD/1	1	\$ 39.35
92130:			
12643 El Camino Real	3 YD/4	5	\$ 787.08
92139:			
2325 Rachel Avenue	3 YD/1	1	\$ 39.35
92154:			
2381 Grove Avenue	3 YD/3	3	\$ 354.19
1351 Hollister Street	3 YD/2	3	\$ 236.12
605 Picador Blvd.	3 YD/5	3	\$ 590.31
92173:			
2005 Alaquinas	3 YD/3	5	\$ 590.31
178 Calle Primera	3 YD/4	5	\$ 787.08
402 – 411 Sycamore Road	3 YD/1	5	\$ 196.77
391 Sycamore Road	3 YD/3	5	\$ 590.31
281 Sycamore Road	3 YD/2	3	\$ 236.12
125 Averil Road	3 YD/1	3	\$ 118.06

MONTHLY COST FOR ALL SITES: \$ 12,768.43

TOTAL ANNUAL COST: \$ 153,221.16

COMMISSION:

SAN DIEGO HOUSING COMMISSION

By: _____

Title: _____

Date: _____

CONTRACTOR:

EDCO DISPOSAL COROPORATION_

By: _____

Title: _____

Date: _____

Approved as to Form:

Christensen Schwerdtfeger & Spath, LLP

By: _____

General Counsel
San Diego Housing Commission

Date: _____

EQUAL OPPORTUNITY PROGRAM FOR CONTRACTORS DOING BUSINESS WITH
THE SAN DIEGO HOUSING COMMISSION

The City of San Diego, The San Diego Housing Commission and Housing Authority are committed to an Equal Opportunity Program pursuant to applicable Federal and State laws and regulations, which provides Equal Opportunity in all activities of the State and its agencies, including the employment of individuals and firms which contract with the San Diego Housing Commission.

CERTIFICATE OF COMPLIANCE

(Name of Firm)

As an authorized official for the above named firm, I hereby certify by the signature affixed to this document that said firm will comply with Executive Order 11246, Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act and any other applicable Federal and State laws and regulations hereinafter enacted.

Further, I am submitting a current Report of San Diego County Workforce and if requested, an acceptable Equal Employment Opportunity Plan which addresses the corrective actions that will be taken by this firm to eliminate any discriminatory outreach or hiring practices, if they exist, and to introduce outreach and hiring practices to maximize employment opportunities for all qualified individuals.

Name of Authorized Official

Title

Signature of Authorized Official

Date

COMMISSION:

SAN DIEGO HOUSING COMMISSION

By: _____

Title: _____

Date: _____

CONTRACTOR:

EDCO DISPOSAL CORPORATION

By: _____

Title: _____

Date: _____

Approved as to Form:

Christensen Schwerdtfeger & Spath, LLP

By: _____

General Counsel
San Diego Housing Commission

Date: _____

Company Name: EDCO Disposal Corporation Payroll Ending Date: _____

**SAN DIEGO HOUSING COMMISSION
REPORT OF SAN DIEGO COUNTY WORKFORCE**

Occupational Category	Total Number of Employees		Caucasian Not Hispanic		African American Not Hispanic		Hispanic All Races		Asian/Pacific Islander Not Hispanic		Native American Not Hispanic		Filipino		Disabled		Total Disadvantaged	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Executive, Administrative and Managerial	20	3	12	2	1		7									1	8	3
Professional Specialty	1	0	1															
Technicians and Related Support																		
Sales	4	2	2	2			1		1								2	2
Administrative Support	5	16		8			4	8					1				5	16
Services	3				1		2										3	
Precision Production, Craft and Repair	24		2				22										22	
Machine Operators, Assemblers and Inspector																		
Transportation and Material Moving	143		3		9		130		1								140	
Handlers, Equipment Cleaners, Helpers and Laborers	94				6		88										94	
TOTALS	294	21	20	12	17		254	8	2				1			1	274	21

OCCUPATIONAL CATEGORY LIST

Executive, Administrative and Management

Executive, Administrative
Management Related

Professional Specialty

Engineers, Architects, Surveyors
Mathematical and Computer Scientists
Health Diagnosing
Health Assessment and Treating
Teachers, Postsecondary
Teachers, Except Postsecondary
Counselors, Educational and Vocational
Librarians, Archivists, Curators
Social Scientists and Urban Planners
Social, Recreation and Religious Workers
Lawyers and Judges

Technicians and Related Support

Health Technologists and Technicians
Engineering and Related Technologists and Technicians
Technicians, Except Health, Engineering and Service

Sales

Supervisors and Proprietors
Sales Representatives, Finance and Business Services
Sales Representatives, Commodities Except Retail
Sales Workers, Retail and Personal Services

Administrative Support

Supervisors, Administrative Support
Computer Equipment Operators
Secretaries, Stenographers, Typists
Information Clerks
Records, Processing Except Financial
Financial Records Processing
Duplicating and Other Office Machine Operators
Communications Equipment Operators
Mail and Message Distributing
Material Recording and Distributing Clerks
Adjusters and Investigators
Other Administrative Support

Services

Private Households
Protective Services
Supervisors, Protective Services
Firefighting and Fire Prevention
Police and Detectives
Guards
Supervisors, Food Preparation and Services
Health Services
Cleaning and Building Services
Personal Services

Precision Production, Craft and Repair

Supervisors, Mechanics and Repairers
Vehicle and Mobile Equipment Mechanics and Repairers
Industrial Machinery Repairer
Machinery Maintenance
Electrical and Electronic Equipment Repairers
Heating, Air Conditioning, Refrigeration Mechanics
Other Mechanics and Repairers
Supervisors Construction
Construction Trades, Except Supervisors
Extractive Occupations
Precision Production Occupations

Machine Operators, Assemblers and Inspectors

Metalworking and Plastic Working Machine Operator
Metal and Plastic Processing Machine Operators
Woodworking Machine Operators
Printing Machine Operators
Textile, Apparel and Furnishing Machine Operators
Machine Operators, Assorted Materials
Fabricators, Assembler & Hand Working Occupations

Transportation and Material Moving

Motor Vehicle Operators
Rail Transportation Occupations
Water Transportation Occupations
Material Moving Equipment Operators

Handler, Equipment Cleansers, Helpers and Laborers

Handlers
Equipment Cleaners
Helpers
Laborers

NAME OF COMPANY: _____ TELEPHONE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PREPARED BY: _____ DATE: _____

Attachment 3

Consensus Form

Evaluation Review

Project: Trash Disposal Services

April 12, 2004

Contractor's Name	Steve Snyder	Irma Castillo	Maurcell Gresham	Total Score
EDCO DISPOSAL CORP.	97	97	97	291
TAYMAN INDUSTRIES	81	81	81	243
PACIFIC WASTE SERVICES	76	76	76	228

Panel determination of most responsive proposal

EDCO Disposal Corporation

Panel Chair

Steve Snyder
