



IRVINE UNIFIED SCHOOL DISTRICT

**RFP No. 21/22-01MO
Waste, Recycling & Organic Services**

RFP Deadline: May 12, 2021 at 10:00 am

Contact: Maria Ragas
Irvine Unified School District
949-936-5212
Email: MariaRagas@iusd.org

Required Documents

Please return this sheet with your RFP documents

RFP Documents Due at the Submission of the Due Date

- Proposal Form
- Noncollusion Declaration
- Bid Bond
- Certification of Primary Participation Regarding Debarment, Suspension, and other Responsibility Matters
- Certification of Restriction on Lobbying
- W-9
- Special Provisions (Appendix B)
- Rate Schedule (Appendix C)
- Service Schedule (Appendix D)

Other Forms not required until after award

- Agreement
- Tobacco Use Policy
- Worker's Compensation Certificate
- Drug-Free Workplace Certification
- Criminal Records Check Certification
- District Rules and Regulations
- Fee Key Agreement
- Certificate of Liability Insurance, including an Additional Insured Endorsement, this is a separate document (Irvine must be named as an Additional Insured) – IUSD Samples Attached

RFP No. 21/22-01MO, Waste, Recycling & Organic Services

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***Items must be completed, signed, and submitted as part of the proposal. If required contract documents are not submitted the proposer will be declared non- responsive.**

+Items which successful proposer must submit after the award.

NOTICE CALLING FOR PROPOSALS

DISTRICT: **IRVINE UNIFIED SCHOOL DISTRICT**
PROPOSAL DEADLINE: May 12, 2021 at 10:00 am
PLACE OF RECEIPT: Irvine Unified School District
Maintenance & Operation Office
Attn: Joe Hoffman
100 Nightmist, Irvine, CA 92618

NOTICE IS HEREBY GIVEN that the Irvine Unified School District of Orange 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 proposal deadline, sealed proposals at the place identified above for the award of a contract for **RFP No. 21/22-01MO, Waste, Recycling & Organic Services.**

Project documents will be available on April 22, 2021 as a download at <https://iusd.org/about/departments/business-services/purchasing/current-bids-rfps>. **Bidders will be responsible for reproducing all documents related to this RFP.** It is each bidder’s sole responsibility to ensure its RFP is timely delivered and received at the location designated as specified above. Any RFPs received at the designated location after the scheduled closing time for receipt of RFPs shall be returned to the bidder unopened.

Any questions regarding proposal documents should be reduced to writing and e-mailed to Maria Ragas at MariaRagas@iusd.org by 10:00 am on May 4, 2021.

Time is of the essence. The District reserves the right to reject any or all proposals or to waive any irregularities or informalities in any proposals or in the bidding process. The award of the Contract, if made by the District, will be by action of the Governing Board. No bidder may withdraw any proposal for a period of sixty (60) calendar days after the date set for the opening of the proposals.

Irvine Unified School District
Governing Board

By: Maria Ragas
Specialist, Purchasing Contracts

Advertise: Irvine World News; April 22 & 29, 2021

PROPOSAL SCHEDULE

Event	Details	Date
RFP Advertised	Irvine World News	April 22, 2021 April 29, 2021
RFP Posted	IUSD Website	April 22, 2021
Last Day to Submit RFIs/Questions	MariaRagas@iusd.org	May 4, 2021 at 10:00 am
Response to Questions/RFIs Posted	IUSD Website	On or before May 6, 2021
Proposal Deadline/RFP Due	Irvine Unified School District Attn. Joe Hoffman 100 Nightmist Irvine, CA 92618	May 12, 2021 at 10:00 am
*Board of Education Action	Award of Contract	May 25, 2021

*Date is subject to change at the discretion of the District.

INFORMATION FOR PROPOSERS

WARNING:

READ THIS DOCUMENT CAREFULLY.
DO NOT ASSUME THAT IT IS THE SAME AS OTHER SIMILAR DOCUMENTS YOU
MAY HAVE SEEN, EVEN IF FROM THE SAME DISTRICT.

I. Submittal Requirements

A. General Information

1. Each firm submitting an RFP shall submit one (1) original Proposal and three (3) copies in hardcopy and one (1) electronic copy in PDF format on a flash drive in a sealed box/package prominently marked with: RFP, title, the due date, time, and the name of the firm submitting the proposal.
2. Contact Person & Submittal Address. Interested firms are invited to submit a proposal to the following contact and address:

Joe Hoffman
Director, Maintenance & Operations
Irvine Unified School District
Maintenance & Operations Office
100 Nightmist, Irvine, CA 92618
3. Proposals must be concise, well organized, and demonstrate Firm's qualifications. Proposals shall be formatted as outlined herein. Proposals shall be on 8½" x 11" paper, inclusive of Proposal Form, Noncollusion Declaration, Bid Bond, Certification of Primary Participant Regarding Debarment, Suspension and Other Responsibility Matters, Certificate of Lobbying, Special Provisions (Appendix B), Rate Schedule (Appendix C), Service Schedule (Appendix D), any and all other required licenses or documents, and tabbed according to the numbering system reflected below.
4. Include a primary contact person or persons from your firm, listing their name, title, telephone, email, and fax.
5. Any signature required on RFP documents must be signed in the name of the bidder and must bear the signature of the person or persons duly authorized to sign these documents. Where indicated, if bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president or vice president and one from among the secretary, chief financial officer, or treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. Where

indicated, in the event that the bidder is a joint venture or partnership, there shall be submitted with the RFP certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful bidder, who shall act in all matters relative to the joint venture or partnership. If bidder is an individual, his/her signature shall be placed on such documents.

6. The proposal submitted must not contain any erasures, interlineations, or other corrections unless each such correction is authenticated by affixing the initials of the person(s) signing the proposal in the margin immediately adjacent to the correction. In the event of inconsistency between words and numbers in the proposal, words shall control numbers. In the event that any proposal is unintelligible, illegible or ambiguous, the proposal may be rejected as being nonresponsive.
7. In order to control information disseminated regarding this RFP, organizations interested in submitting proposals are not to make personal contact with the members of the Governing Board and/or District Administration with the exception of the individual listed below (by email request only):

Maria Ragas
Specialist, Purchasing Contracts
P: 949-936-5212
MariaRagas@iusd.org

Organizations who contact any member of the Board of Education, District Administrators, or staff without following the above listed protocol will be eliminated from further consideration. Oral communications of District employees concerning this RFP shall not be binding on the District.

8. Request for Information (RFI) and/or clarification regarding this proposal, must be submitted via email to Maria Ragas at MariaRagas@iusd.org, within the time frame stated in the proposal schedule. No request shall be considered after this time. The bidder submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the RFP documents will be made solely at District discretion and only by written RFI or addendum duly issued by the District. No person is authorized to make any oral interpretation of any provision in the RFP documents, nor shall any oral interpretation of RFP documents be binding on the District. If there are discrepancies of any kind in the RFP documents, the interpretation of the District shall prevail.
9. At its own expense and prior to submitting its proposal, each bidder shall examine all RFP documents; familiarize itself with all Federal, State and Local laws, ordinances, rules, regulations and codes affecting the performance of the work, including the cost of permits and licenses required for the work;

determine the character, quality, and quantities of the work to be performed and the materials and equipment to be provided; and correlate its observations, investigations, and determinations with all requirements of the RFP. The District shall not be liable for any loss sustained by the successful bidder resulting from any variance between the actual conditions and data given in the RFP documents.

10. The award of proposal, if made by the District, will be by the action of the District's Governing Board. The District reserves the right to award to any, to all or none of the services within the waste, recycling, and organic services RFP, to reject any or all submissions, or to waive any irregularities or informalities in any submission, to negotiate with any or all responsible submitters, and to waive any irregularity in the RFP. Submitters shall be responsible for any and all expenses that may occur in preparing submittals and presentations.
11. Any proposal may be withdrawn, either personally or by written request signed by the bidder, at any time prior to the scheduled closing time for receipt of RFPs. The RFP security for a proposal withdrawn prior to the scheduled closing time for receipt of RFPs, in accordance with this paragraph, shall be returned. No bidder may withdraw any proposal for a period of sixty (60) calendar days after the date set for the opening of RFPs.

B. Submittal Format. In submitting your firm's proposal, please include the following information, in the following order, tabbed for clarity.

1. Cover Letter/Understanding of Services/Executive Summary
 - a. A cover letter containing an introduction, including the number of years in business, the date firm was established.
 - b. Present a brief and non-technical narrative describing your firm's understanding of the requirements and proposed approach.
 - c. Provide the primary contact name, email and phone number of the person to whom any clarification request should be made.
 - d. Proposal is to be signed by a representative authorized to bind your firm into an agreement, for services identified in this RFP document.
2. Table of Contents with Appropriately Numbered Tabs
3. Firm's Qualification/Experience
 - b. Describe your firm's experience in providing waste, recycling and organic services.

- c. Describe and provide at least four (4) K-12 California Public K-12 school district references/clients within the last five (5) years (identify the dates), as it relates to the services being proposed in this RFP. All references shall include full district/firm name, address, phone number, management contact, and description of work completed. District reserves the right to contact all references even if Bidder has provided the same type of service for Irvine Unified School District in the past. Failure by bidder to provide references with its submittal may result in rejection of proposal by District. The District reserves the right to obtain from any or all sources, information concerning bidders which the District deems pertinent and to consider such information in evaluating the bidder's proposal.
4. **Proposed Service Plans.** *This section of the proposal is worth up to 50 points in the evaluation, as outlined in Section II Selection Process.*
 - b. Describe a proposed service plan for waste services.
 - c. Describe a proposed service plan for recycling services. Include information on how District will be supported to meet the requirements of the Mandatory Commercial Recycling Assembly Bill 341 (AB 341) (2012) and Mandatory Organics and Recycling Containers Assembly Bill 827 (AB 827) (2020).
 - d. Describe a proposed service plan for organic services (green and food waste). Include information on how District will be supported to meet the requirements of Mandatory Commercial Recycling Assembly Bill 1826 (AB 1826) (2014) and Organics Reduction for Methane Mitigation Senate Bill 1383 (SB 1383) (2016).
5. **Service Team.** Specify your available staff and resources necessary to provide timely and accurate services.
6. **Location.** Provide information as to the location of the firm's headquarters, address and contact information for the local office.
7. **Litigation/Arbitration/Termination with Owner.** If you have been party in any litigations, mediation, or arbitration with the owner, or if you have been terminated for cause while under an agreement, describe each event and indicate the final results
8. **Cost/Pricing.** Use Appendix C - Rate Schedule combined with Appendix D – Service Schedule to submit pricing. *This section of the proposal is worth up to 30 points in the evaluation, as outlined in Section II Selection Process.*

The column titled "WEEKLY Total" in Appendix D – Service Schedule shall

be used to plug in the weekly cost (per site) for each commodity based on the information provided in the “Bin Qty”, “Bin Size”, “Frequency”, and “Commodity” columns using pricing from Appendix C – Rate Schedule.

9. Noncollusion Declaration. In accordance with the provisions of Section 7106 of the Public Contract Code, each RFP must be accompanied by a Noncollusion Declaration.
10. Bid Security. Each proposal shall be accompanied by a certified or cashier's check or bid bond issued by an admitted surety insurer in the amount of not less than ten percent (10%) of the total (yearly cost) proposed amount stated in the proposal. Said check or bond shall be made payable to the District and shall be given as a guarantee that the bidder, if awarded the Work, will enter into an Agreement within five (5) working days after award of the Contract, and will furnish, on the prescribed forms, the necessary insurance certificates, and performance bond (if required), in accordance with the Contract Documents. In case of refusal or failure to enter into the Agreement, the check or bid bond, as the case may be, shall be forfeited to the District. If the bidder elects to furnish a bid bond as its Bid Security, the bidder shall use the bid bond form included herein.
11. Prevailing Wage. The Contractor and all subcontractors shall comply with the requirements set forth in Division 2, Part 7, Chapter 1 of the Labor Code. The District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type of worker needed to execute the Contract. These per diem rates, including holiday and overtime work, as well as employer payments for health and welfare, pension, vacation, and similar purposes, are on file at the District, and are also available from the Director of the Department of Industrial Relations. Pursuant to California Labor Code section 1720 et seq., it shall be mandatory upon the Contractor to whom the Contract is awarded, and upon any subcontractor under such Contractor, to pay not less than the said specified rates to all workers employed by them in the execution of the Contract.
12. Debarment, Suspension, and Other Responsibility Matters. Debarment, Suspension, and Other Responsibility Matters. As required by Executive Order 12549, Debarment & Suspension, and implemented at 34 CFR Part 85, Bidder must certify that its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transactions with any federal department or agency. Submission of a signed bid in response to this solicitation is certification that Bidder is not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency. Submission is also agreement that Irvine Unified School District will be notified of any change in this status. Certification of Primary Participant

regarding Debarment, Suspension, and other Responsibility Matters and Certification of Restriction on Lobbying must be completed and submitted at the time of the bid due date or the bidder may be declared as nonresponsive.

13. Required Contract Documents. The following contract documents must be submitted as part of the proposal:

- a. Proposal Form
- b. Noncollusion Declaration
- c. Bid Bond
- d. Certification of Primary Participant Regarding Debarment, Suspension, and other Responsibility Matters
- e. Certification of Restriction on Lobbying
- f. W9
- g. Appendix B – Special Provisions
- h. Appendix C – Rate Schedule
- i. Appendix D – Service Schedule

C. Upon Award Contract Documents and Information

1. Agreement. The form of Agreement, which the successful bidder, as Contractor, will be required to execute, is included as a sample in the RFP documents and should be carefully examined by the bidder. The complete Agreement consists of the following but not limited to the Notice Calling for Proposals, Calendar of Events, Information for Bidders, Proposal Form, Noncollusion Declaration, Bid Bond, Certification of Primary Participant Regarding Debarment, Suspension & Other Related Matters, Certificate of Lobbying, Tobacco Use of Policy, Workers' Compensation Certificate, Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, District Rules and Regulations, W-9, all insurance requirements, Specifications, Special Provisions, Rate Schedule, Service Schedule, Bidder's Check List, Fee Key Agreement, and all modifications, addenda and amendments, if any (hereinafter RFP Documents), thereof duly incorporated therein. All of above documents are intended to cooperate and be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include all labor, materials, equipment, transportation and services necessary for the proper delivery of all items called for in the Agreement.
2. Insurance and Workers' Compensation. The successful bidder shall be required to furnish certificates and endorsements evidencing that the required insurance is in effect as set forth in the Agreement. District may request that such certificates and endorsements are completed on District provided forms. In accordance with the provisions of Section 3700 of the Labor Code, the successful bidder shall secure the payment of compensation to all employees. The successful bidder who has been awarded the contract shall sign and file

with District prior to performing the work, the Workers' Compensation Certificate included as a part of the proposal documents. Labor Code section 1861.

a. Successful bidder shall, at bidder's sole cost and expense, maintain in full force and effect the following insurance coverages from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self-insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with bidder's fulfillment of the obligations under this bid:

i. Comprehensive General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits set by the District. The policy may not contain an exclusion for sexual molestation or abuse coverage, may be waived by the District.

(a) General Aggregate	\$2,000,000
(b) Each Occurrence	\$1,000,000
(c) Products/Completed Operations	\$1,000,000
(d) Personal and Advertising Injury	\$1,000,000
(e) Damage to Rented Premises	\$50,000
(f) Medical Expense (any one person)	\$5,000

ii. Umbrella (excess) liability insurance coverage with a limit of \$3,000,000, unless waived by the District. The policy may not contain an exclusion for sexual molestation or abuse coverage, may be waived by the District.

iii. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (Required only if the bidder drives on behalf of the District in the course of performing Services.)

iv. Professional Liability Insurance with a limit of \$1,000,000 per occurrence, unless waived by the District and if applicable.

v. Workers' Compensation and Employers Liability Insurance in a form and amount covering bidder's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the District.

It should be expressly understood, however, that the coverage and limits referred to under i., ii., iii., and iv. above shall not in any way limit the liability of the bidder.

b. No later than five (5) days from execution of the Agreement by the District and successful bidder, and prior to commencing the Services under this bid,

bidder shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder.

Successful bidder shall provide prior written notice to the District thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses i. and ii. above shall name District, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating “Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory.” Failure to maintain the above mentioned insurance coverages shall be cause for termination of the Agreement.

3. Anti-Discrimination. In connection with all work performed under this RFP, there shall be no lawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The successful bidder agrees to comply with applicable Federal and State laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900 and Labor Code Section 1735.
4. Hold Harmless/Indemnification and Insurance. The successful bidder awarded the contract will be required to defend, indemnify and hold harmless the District, the Governing Board, officers, agents, and employees and provide the required insurance as set forth in the Agreement.
5. Drug-Free Workplace Certification. Pursuant to Government Code Sections 8350, et seq., the successful bidder will be required to execute a Drug-Free Workplace Certification upon execution of the Agreement. The bidder will be required to take positive measures outline in the certification in order to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties including termination of the Agreement or suspension of payment thereunder.
6. Tobacco-Free Policy. The successful bidder shall agree to enforce a tobacco-free work site and shall submit the completed Tobacco Use Policy.
7. Criminal Records Check. The successful bidder will be required to comply with the applicable requirements of Education Code Section 45125.1 with respect to fingerprinting of employees and must complete the Criminal Records Check Certification.

8. Contract Termination

- a. If the Contractor refuses or fails to provide services, deliver equipment or supplies with such diligence as will insure its complete delivery within the time specified or any extension thereof, or if the Contractor should be adjudged bankrupt, or if the Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, or if Contractor should otherwise be guilty of a substantial violation of any provision of the Agreement, then the District may, without prejudice to any other right or remedy, serve written notice upon the Contractor of the District's intention to terminate the Agreement. The notice shall contain the reasons for such intention to terminate, and unless within ten (10) days after the service of such notice such condition shall cease or such violation shall cease and arrangements satisfactory to the District for the correction thereof be made, the Agreement shall upon the expiration of said ten (10) days, cease and terminate. In such case, the Contractor shall not be entitled to receive any further payment until performance is completed.
- b. If the unpaid balance of the Contract price shall exceed the expense of completing performance under the Agreement, including compensation for additional services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Bidder shall pay the difference to the District.
- c. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.
- d. For convenience, the District may terminate this Contract, in whole or in part, if it is in the best interest of the District to do so, upon sixty (60) days advanced written notice to Contractor. Upon receipt of such notice, the Contractor shall not commit itself to any further expenditures of time or resources than is reasonably necessary to effectuate the termination on the effective date. The District will pay all undisputed charges accrued by the Contractor that are in conformance with the Agreement up to the effective date of termination.
- e. If Contractor gives notice to terminate, notification must be in writing and shall continue to provide service at the established price for ninety (90) days after delivering said written Notice to the Irvine Unified School District Purchasing Department, or at the end of any annual period, whichever is later.

9. Term of Contract. The **initial term** of the contract is three (3) years, effective from **July 1, 2021 through June 30, 2024**. Upon written mutual consent of the

District and the Contractor, this contract is subject to two (2) additional twelve-month extensions for a maximum term of five (5) years. Each renewal period will be presented to the Board of Education for approval as an amendment to the contract.

Amendments to the Agreement may be made by either party, upon mutual consent, and shall be proposed in writing, delivered to the address provided for Notices hereunder. Such amendments shall take effect at annual renewal dates, upon signature by the original signatories to this contract, or their designees.

10. Adjustment of Rates. Rates established in all rate schedule(s) shall remain firm for the **initial contract period, July 1, 2021 through June 30, 2024**. For subsequent years, four (4) and five (5), the base prices of the previous year may be increased no more frequently than once annually during the renewal period by a percentage which shall not exceed the percentage increase in the Consumer Price Index (CPI) for the Los Angeles-Long Beach-Anaheim areas for the period ending March 31st of the given contract renewal and negotiated with the District.

In the event circumstances occur which significantly affect the cost of services, either party may request an adjustment in rates in years four (4) and five (5) based on increase or decrease in the Consumer Price Index. After substantial evidence of an operational cost increase or decrease has been presented and analyzed, the District may make such adjustments as are deemed by the District to be reasonable and fair.

All requests for rate adjustments must be requested by the Contractor in writing prior to April 30th for the upcoming renewal year.

It is expressly understood that contract extensions and/or rate increase 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. In the event of extreme circumstances, District may mutually agree to increase costs based on inflation with documentation provided by Contractor.

11. Notice. Any notice from one party to the other shall be in writing and shall be deemed given and served upon delivery if delivered personally, or three (3) days after depositing in the United States mail with postage pre-paid.
12. No Assignment. The Bidder shall not assign, transfer, convey, sublet or otherwise dispose of the Contract or of its rights, obligations, title or interest in or to the same or any part thereof, without the previous written consent of the District; and the Bidder shall not assign, by power of attorney or otherwise, any of the monies to become due and payable under the Contract unless by and with the like consent specified in like manner. If the Bidder shall, without previous written consent, assign, transfer, convey, sublet or otherwise dispose of the

Contract or its rights, obligations, title or interest therein, or of any of the monies to become due under the Contract, to any other person, company, or other corporation, such attempted or purported assignment, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever; and the Contract may, at the option of the District, be terminated, revoked and annulled, and the District shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the Bidder, and to its purported assignee or transferee. No right under the Contract, nor any right to any money to become due hereunder, shall be asserted against the District in law or equity by reason of any purported assignment of the Contract, or any part thereof, or by reason of the purported assignment of any monies to become due hereunder, unless authorized as set forth herein by written consent of the District. Any assignment of money due or to become due under the Contract shall be subject to a prior lien for services rendered or material supplied for performance of work called for under the Contract in favor of all persons, firms or corporations rendering such services or supplying such materials to the extent that the claims are filed pursuant to the Civil Code, Government Code and/or Code of Civil Procedure and shall also be subject to withholding of payments as determined by the District in accordance with the Contract.

13. Protest. Bidders may protest the recommended award, provided the protest is in writing, contains the RFP number, is delivered to the address listed for submission of proposal documents, and is submitted within five (5) calendar days of the posting of the Intent to Award. Grounds for a protest is that the District failed to follow the selection procedures and adhere to requirements specified in the bid documents or any addenda or amendments; there has been a violation of conflict of interest as provided in California Government Code Section 87100 et. Seq. or violation of any State or Federal law. Protest will not be accepted on any other grounds. All protests will be handled by a panel comprised of District Staff. The District will consider only these specific issues addressed in the written protest. A written response will be directed to the protesting bidder within five (5) calendar days of the receipt of the protest, advising the decision with regard to the protest and the basis for the decision.

14. Public Information. Responses to this RFP will become the property of the District and subject to the California Public Records Act, Government Code sections 6250, *et seq.* Those elements in each response that are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as “TRADE SECRET,” “CONFIDENTIAL,” or “PROPRIETARY” may not be disclosed. However, the District shall not be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court.

II. Selection Process

The District will review proposals and select a firm to perform the services described herein. *The selection will be based upon, but not limited to, the following criteria:*

Description	Score
1. Cost	0 - 30
2. Responsiveness	0 - 5
3. Project Experience and References	0 - 15
4. Proposed Service Plan for Waste Services	0 - 20
5. Proposed Service Plan for Recycling Services	0 - 15
6. Proposed Service Plan for Organic Services	0 - 15

Maximum of 100 points per firm in accordance with the selection process criteria.

The District is not obligated to explain any deficiencies in submitted RFP documents, nor accept requests for justification from firms not selected. The District reserves the right to accept or reject any and all proposals, or any portion or combination thereof, to contract services with whomever and in whatever manner the District decides, to abandon the services entirely, to award on the basis of the total proposal, and to waive any informality or non-substantive irregularity, as the interests of the District may require. The award of a contract is at the sole discretion of the District, acting through the Board of Education.

III. Disqualification

Contact between a proposing firm and any member of the District Staff or Board of Education regarding this project or proposal may result in disqualification of the subject firm from selection. An exception will be, contact with Maria Ragas for questions and clarifications by written request during the timeframe stipulated on the RFP Schedule.

IV. Attachments

1. Proposal Form **
2. Noncollusion Declaration **
3. Bid Bond **
4. Certification of Primary Participation Regarding Debarment, Suspension, and other Responsibility Matters **
5. Certification of Restriction on Lobbying **
6. W9 **
7. Special Provisions (Appendix B) **
8. Rate Schedule (Appendix C) **
9. Service Schedule (Appendix D) **
10. Agreement
11. Tobacco Use Policy
12. Worker's Compensation Certificate
13. Drug-Free Workplace Certification
14. Certification by Contractor – Criminal Records Check

15. Criminal Records Check Certification
16. District Rules and Regulations
17. Fee Key Agreement
18. Certificate of Liability Insurance, including an Additional Insured Endorsement, this is a separate document (Irvine must be named as an Additional Insured) – IUSD Samples Attached

****Item needs to be completed and submitted to the District as part of your proposal.**

FIRM NAME: _____

ADDRESS: _____

TELEPHONE: (_____) _____ **FAX:** (_____) _____

E-MAIL ADDRESS: _____

PROPOSAL FORM AND REQUIRED DOCUMENTS ATTACHED HERETO

FOR

RFP NO. 21/22-01MO,

WASTE, RECYCLING & ORGANIC SERVICES

FOR

IRVINE UNIFIED SCHOOL DISTRICT

PROPOSAL FORM

Bidder Name: _____

To: Irvine Unified School District, acting by and through the Governing Board herein, called the “District.”

1. The undersigned bidder, having become familiarized with all the following documents including but not limited to the Notice Calling for Proposals, Calendar of Events, Proposal Form, Information for Bidders, Noncollusion Declaration, Bid Bond, Certification of Primary Participant Regarding Debarment, Suspension & Other Related Matters, Certificate of Lobbying, Tobacco Use Policy, Workers’ Compensation Certificate, Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, all insurance requirements, Specifications, Special Provisions, Rate Schedule, Service Schedule, Bidder’s Check List, Fee Key Agreement, and all modifications, addenda and amendments, if any (hereinafter RFP Documents), the local conditions affecting the performance of the work and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the RFP Documents and agrees to perform, within the time stipulated, the work, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, supplies, tools, equipment, and all applicable taxes, utility and transportation services necessary to perform the work and complete in a good workmanlike manner all of the work required in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the work, in connection with the following:

RFP No. 21/22-01MO, Waste, Recycling & Organic Services

All in strict conformity with the RFP Documents, including Addenda Nos. _____, _____, _____, on file at the Purchasing Dept. of the Irvine Unified School District for the sums as set forth in Appendix C – Rate Schedule.

2. It is understood that the District reserves the right to reject any or all proposals or to waive any irregularities or informalities in any proposals or in the bidding process. Bidder agrees that this RFP shall remain open and not be withdrawn for the period specified in the Information for Bidders.

3. The required Bid Security is hereto attached.

4. The initial term of the Agreement is three (3) year, from July 1, 2021 through June 30, 2024. Term of the Agreement may be extended upon mutual consent of District and successful bidder for an additional two (2) one (1) year periods in accordance with provisions contained in the Education Code section 17596 (K-12). The maximum term of the Agreement is five (5) years.

5. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the bidder, the bidder will execute and deliver to the **Irvine Unified School District** the Agreement and will also furnish and deliver to the **Irvine Unified School District** certificates and endorsements of insurance, the Workers’ Compensation Certificate, Tobacco Use Policy, Drug-Free Work Place Certification, the Criminal Records Check Certification, District

Rules and Regulations, and Fee Key Agreement within five (5) working days of the notice of award of the contract.

6. Communication conveying notice of award of the contract, requests for additional information or other correspondence should be addressed to the bidder stated below in Section 7.

7. The name(s) of all persons interested in the RFP as principals are as follows:

Name	Address	Phone/ Email
_____	_____	_____
_____	_____	_____
_____	_____	_____

8. The bidder hereby warrants that the bidder has all appropriate licenses and permits to perform the work as specified in the RFP documents and that such licenses and permits will be in force and effect throughout the Agreement.

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

10. It is understood and agreed that if requested by the District, the bidder shall furnish a notarized financial statement, references, and other information required by the District that is sufficiently comprehensive to permit an appraisal of bidder's ability to perform the work.

11. Time is of the essence.

14. The required Noncollusion Declaration is attached as required by Public Contract Code Section 7106. Bidder understands and agrees that failure to submit a completed and signed declaration will render the bidder automatically nonresponsive.

13. Failure to complete the Proposal Form, Appendix C – Rate Schedule, and Appendix D – Service Schedule in its entirety will render a bidder nonresponsive.

14. List of References. Please provide references of school districts and/or any public agencies that bidder has contracted with to provide waste, recycling and organic services as required under Information for Proposers (I, B, 3).

1. Name: _____
Address and Telephone: _____

Contact Person: _____
Description of Product: _____

2. Name: _____
Address and Telephone: _____

Contact Person: _____
Description of Product: _____

3. Name: _____
Address and Telephone: _____

Contact Person: _____
Description of Product: _____

4. Name: _____
Address and Telephone: _____

Contact Person: _____
Description of Product: _____

5. Name: _____
Address and Telephone: _____

Contact Person: _____
Description of Product: _____

The undersigned hereby declares that all of the representatives of this bid are made under penalty of perjury under the laws of the State of California.

Individual Name: _____
Signed by: _____
Print Name: _____
Date: _____
Business Address: _____
Telephone: _____

Partnership Name: _____
Signed by: _____
Print Name: _____
Date: _____
Business Address: _____
Telephone: _____
Other Partner(s): _____

Corporation Name: _____
(a _____ Corporation¹)
Business Address: _____
Telephone _____
Signed by: _____, President Date: _____
Print Name: _____, President Date: _____
Signed by: _____, Secretary Date: _____
Print Name: _____, Secretary Date: _____

¹A corporation awarded the contract shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and bonds is duly authorized to do so.

Joint Venturer Name: _____
Signed by: _____
Print Name: _____
Date: _____
Business Address: _____
Telephone: _____

Other Parties to Joint Venturer *If an individual* Name: _____
Signed by: _____
Print Name: _____
Date: _____
Doing Business as: _____
Business Address: _____
Telephone: _____

If a Partnership Name: _____
Signed by: _____
Print Name: _____
Date: _____
Business Address: _____
Telephone: _____

If a Corporation Name: _____
(a _____ Corporation)
Signed by: _____
Print Name: _____
Title: _____
Date: _____
Business Address: _____
Telephone: _____

NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID
(Public Contract Cod Section 7106)

The undersigned declares:

I am the _____ [Title] of _____ [Name of Company], the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [Date], at _____ [City], _____ [State].

Signature

Print Name

BID BOND

KNOW ALL PERSONS BY THESE PRESENT, that we _____, as Principal, and _____ as Surety, a California admitted surety insurer, are held and firmly bound unto the Irvine Unified School DISTRICT, hereinafter called the DISTRICT, in the sum of TEN PERCENT (10%) OF THE HYPOTHETICAL BID AMOUNT for the work described below for the payment of which sum in lawful money of the United States, well and truly to be made, we 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 **RFP No. 21/22-01MO, Waste, Recycling & Organic Services.**

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening; and if the Principal is awarded the contract, and shall within the period specified therefore, or, if no period be specified, within **five (5)** working days after the notice of award of the contract, or as otherwise requested in writing by the DISTRICT, enter into a written contract with the DISTRICT, in accordance with the bid as accepted and give bonds with good and sufficient surety or sureties, as may be required for the faithful performance and proper fulfillment of such contract and for the payment for labor and materials used for the performance of the contract, furnish certificates and endorsements evidencing the required insurance is in effect and furnish and deliver to the DISTRICT the Workers' Compensation Certificate, Drug-Free Work Place Certification, the Criminal Records Check Certification, Contractor's Certificate Regarding Non-Asbestos Containing Materials, and the Disabled Veteran Business Enterprises Certification, if applicable, then the above obligation shall be void and of no effect, otherwise the bond amount shall be forfeited to the DISTRICT.

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

In the event suit is brought upon this bond by the DISTRICT and judgment 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 HEREOF, the parties have executed this bond under their several seals this day of ____, 20__, the name and corporate seal of each corporate party being hereto affixed and duly signed by its undersigned authorized representative.

(Corporate Seal of
Principal, if
Corporation)

Principal (Proper Name of Bidder)

By: _____
Signature

Print Name

Title

(Corporate Seal
of Surety)

Surety

(Attach Attorney-in-Fact Certificate
and Required Acknowledgements)

By: _____
Signature

Print Name

Title

Address

Telephone No.

Facsimile No.

**CERTIFICATION OF PRIMARY PARTICIPANT
REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS**

The _____
Firm name/principal

certified to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department agency;
2. Have not within a three-year period preceding this proposal been convicted of a or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local), with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this proposal had one or more public transactions (federal, state or local) terminated for cause of default.

If unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT _____
Firm name/principal

CERTIFIED OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTION 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

**CERTIFICATE OF
RESTRICTIONS ON LOBBYING**

I, _____, hereby certify on behalf (name of offeror) of
_____ that:

(Firm Name)

1. No Federal appropriated funds have been paid, by or on behalf of the undersigned, 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 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 or will be 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, the undersigned shall complete and submit the attached, Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in all subcontracts, and that all subcontracts shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction as made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, 20__

By: _____
(Signature of authorized official)

(Title of authorized official)

SAMPLE AGREEMENT

THIS AGREEMENT, dated the ____ day of _____, 20__, in the County of Orange, State of California, is by and between **Irvine Unified School District**, (hereinafter referred to as “DISTRICT”), and _____, (hereinafter referred to as “CONTRACTOR”).

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

1. CONTRACTOR agrees to comply with all the terms and conditions set forth in **RFP No. 21/22-01MO, Waste, Recycling & Organic Services** documents, including but not limited to the Notice Calling for Proposals, Calendar of Events, Information for Bidders, Proposal Form, Noncollusion Declaration, Bid Bond, Certification of Primary Participant Regarding Debarment, Suspension & Other Related Matters, Certificate of Lobbying, Tobacco Use of Policy, Workers’ Compensation Certificate, Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, W-9, Specifications, Special Provisions, Rate Schedule, Service Schedule, Bidder’s Check List, Fee Key Agreement, and all modifications, addenda and amendments thereto by this reference incorporated herein. The RFP documents are complementary and what is called for by any one shall be as binding as if called for by all.

2. CONTRACTOR shall timely perform everything required to be performed, and shall provide, furnish and pay for all the labor, materials, supplies, tools, equipment, and all applicable taxes, utility and transportation services required pursuant to this Agreement. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation.

3. DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as agreed to in writing, according to the unit prices identified on the Rate Schedule (Appendix C).

4. The initial term of the Agreement is three (3) years, from July 1, 2021 through June 30, 2024. Term of the Agreement may be extended upon mutual consent of District and successful bidder for an additional two (2) one (1) year periods in accordance with provisions contained in the Education Code section 17596 (K-12). The maximum term of the Agreement is five (5) years.

5. **Time is of the essence.**

6. The DISTRICT shall have discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work under this Agreement by providing CONTRACTOR sixty (60) days prior written notice of termination, CONTRACTOR shall:

- (i) Cease operations as it applies to the DISTRICT in the notice:
- (ii) Take any actions necessary, or the DISTRICT may direct, for the protection

- and preservation of the work; and
- (iii) Not terminate any insurance provisions required by the RFP documents.

In case of such termination for the DISTRICT's convenience, CONTRACTOR shall be entitled to receive payment from the DISTRICT for waste, recycling and organic services satisfactorily received and accepted prior to the effective date of the termination. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

7. The CONTRACTOR agrees to and does hereby indemnify and hold harmless the DISTRICT, Governing Board, its officers, agents and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

- (a) Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by the CONTRACTOR, either directly or by independent contract, upon or in connection with the work called for in this Agreement, except for liability resulting from the sole active negligence, or willful misconduct of the DISTRICT.
- (b) Any injury to or death of any person(s), or damage, loss or theft of any property caused by any act, neglect, default or omission of the CONTRACTOR or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT property, if the liability arose due to the negligence or willful misconduct of anyone employed by the CONTRACTOR, either directly or by independent contract.

The CONTRACTOR, at CONTRACTOR'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, Governing Boards, its officers, agents or employees, on any such claim, demand, or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, Governing Board, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

8. All items shall be subject to the inspection of the DISTRICT. Inspection of the items shall not relieve the CONTRACTOR from any obligation to fulfill this Agreement. Defective items shall be made good by the CONTRACTOR, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the DISTRICT and accepted. If any items shall be found defective at any time before final acceptance of the complete delivery, the CONTRACTOR shall forthwith remedy such defect in a manner satisfactory to the DISTRICT. All items rejected by the DISTRICT at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the CONTRACTOR who shall assume and pay the cost thereof without expense to the DISTRICT, and shall be replaced by satisfactory items.

9. While engaged in carrying out and complying with the terms and conditions of this Contract the CONTRACTOR is an independent Contractor, and is not an officer, employee or agent of the DISTRICT.

10. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this Agreement, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain the insurance coverages set forth below and in Articles 16, 17, 18 and 19 of the General Conditions. CONTRACTOR agrees to provide all evidences of coverage required by DISTRICT including certificates of insurance and endorsements.

a. CONTRACTOR shall, at CONTRACTOR's sole cost and expense, maintain in full force and effect the following insurance coverages from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self-insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with CONTRACTOR's fulfillment of the obligations under this AGREEMENT:

(i) Comprehensive General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits set by the DISTRICT. The policy may not contain an exclusion for sexual molestation or abuse coverage, may be waived by the DISTRICT.

(1) General Aggregate	\$2,000,000
(2) Each Occurrence	\$1,000,000
(3) Products/Completed Operations	\$1,000,000
(4) Personal and Advertising Injury	\$1,000,000
(5) Damage to Rented Premises	\$50,000
(6) Medical Expense (any one person)	\$5,000

(ii) Umbrella (excess) liability insurance coverage with a limit of \$3,000,000, unless waived by the DISTRICT. The policy may not contain an exclusion for sexual molestation or abuse coverage, may be waived by the DISTRICT.

(iii) Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (Required only if the CONTRACTOR drives on behalf of the DISTRICT in the course of performing Services.)

(iv) Professional Liability Insurance with a limit of \$1,000,000 per occurrence, unless waived by the DISTRICT and if applicable.

(v) Workers' Compensation and Employers Liability Insurance in a form and amount covering CONTRACTOR's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the DISTRICT.

It should be expressly understood, however, that the coverage and limits referred to under a., b., c., and d. above shall not in any way limit the liability of the CONTRACTOR.

b. No later than five (5) days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, and prior to commencing the Services under this AGREEMENT, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder.

CONTRACTOR shall provide prior written notice to the DISTRICT thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses (i) and (ii) above shall name DISTRICT, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." Failure to maintain the above mentioned insurance coverages shall be cause for termination of this AGREEMENT.

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above

Material hoist where used in amounts as above

11. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of _____, and that _____, whose title is _____, is authorized to act for and bind the corporation.

12. The failure of the DISTRICT in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option in the future.

13. The CONTRACTOR shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its rights, title or interest in or to the same or any part thereof. If the CONTRACTOR shall assign, transfer, convey, sublet or otherwise dispose of the Agreement or its right, title or interest therein, or any part thereof, such attempted or purported assignment, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever; and the Agreement may, at the option of the DISTRICT, be terminated, revoked and annulled, and the DISTRICT shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the CONTRACTOR, and to its purported assignee or transferee.

14. The CONTRACTOR shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this Agreement. The CONTRACTOR shall preserve and make available its records to the DISTRICT and/or other

representative agencies having a pecuniary or other bona fide interest in this Agreement including designees of the interested parties for a period of five (5) years from the date of expiration of this Agreement or until released in writing from this obligation by the DISTRICT. The CONTRACTOR is responsible for any audit discrepancies involving any deviation from the terms of this Agreement, and for any commitments or expenditures in excess of amounts allotted by the DISTRICT.

15. Any notice from one party to the other or otherwise under the Agreement shall be in writing and shall be dated and signed by party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:

- (1) If notice is given to DISTRICT, by personal delivery thereof to DISTRICT, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said CONTRACTOR at its regular place of business or at such address as may have been established for the conduct of work under this Agreement, and sent by registered or certified mail with postage prepaid.
- (2) If notice is given to CONTRACTOR, by personal delivery thereof to said, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said CONTRACTOR at its regular place of business or at such address as may have been established for the conduct of work under this Agreement, and sent by registered or certified mail with postage prepaid.

16. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement 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 currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction. The Agreement and RFP documents are complimentary. CONTRACTOR warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, laws, rules, regulations and orders of the United States, and of any state or political subdivision thereof, including laws and regulations pertaining to labor, wages, hours, and other conditions of employment, and applicable price ceilings if any. The CONTRACTOR shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the failure to comply strictly with the IRCA. Failure of the DISTRICT to insist on the strict performance of the terms, conditions, and agreements of this Agreement shall not constitute or be construed as a waiver or relinquishment of the DISTRICT rights thereafter to enforce strict compliance with any such terms, conditions or agreements but the same shall continue in full force and effect.

17. The parties to the Agreement shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

18. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Boards of the DISTRICT.

19. The laws of the State of California and County of Orange shall govern the terms and conditions of this Agreement.

20. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

IRVINE UNIFIED SCHOOL DISTRICT

CONTRACTOR

By: _____
Signature

By: _____
Signature

Print Name

Print Name

Title

Title

Date

Date

Irvine Unified School District
Board Approval Date

Contractor's License No.

Tax ID No.
(Corporate Seal of Contractor,
if corporation)

TOBACCO USE POLICY

IRVINE UNIFIED SCHOOL DISTRICT
Irvine, California

In the interest of public health, the Irvine Unified School District provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for, by the District. Failure to abide with this requirement could result in the termination of this contract.

I acknowledge that I am aware of Tobacco Use Policy and hereby certify that I and my employees will adhere to the requirements of the policy.

Name of Bidder

Signature

Date

WORKER'S COMPENSATION CERTIFICATE

Labor Code section 3700.

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

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

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

Name of Contractor

By: _____
Signature

Print Name

Title

Date

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the Agreement.)

DRUG-FREE WORKPLACE CERTIFICATION

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

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

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition
- b) Establishing a drug-free awareness program to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The person's or organization's policy of maintain a drug-free workplace;
 - 3) The availability of drug counseling, rehabilitation and employee-assistance programs;
 - 4) The penalties that may be imposed upon employees for drug abuse violations;
- c) Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

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

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

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

Name of Contractor

Signature

Print Name

Title

Date

SAMPLE

NOTICE REGARDING CRIMINAL RECORDS CHECK
EDUCATION CODE SECTION 45125.1

Education Code Section 45125.1 provides that if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code Section 667.5(c) lists the following “violent” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person’s genital or anal openings by foreign or unknown objects against the victim’s will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following “serious” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a noninmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim’s will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

CERTIFICATION BY CONTRACTOR

CRIMINAL RECORDS CHECK

AB 1610, 1612 and 2102

To the Governing Board of Irvine Unified School District:

I, _____ certify that:
Name of Contractor

1. I have carefully read and understand the Notice Regarding Criminal Records Check (Education Code section 45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I will be performing for the Districts, my employees may have contact with students of the Districts.
3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

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

Executed at _____, California on _____.
Date

Signature

Typed or printed name

Title

Address

Telephone

DISTRICT RULES AND REGULATIONS

MAINTENANCE & OPERATIONS

100 Nightmist, Irvine, CA 92618

(949) 936-5300 fax (949) 936-5309

The following rules and regulations must be followed by every contractor doing business with Irvine Unified School District. Failure to comply may result in the removal of you and/or members of your crew from the job, and possible back charges for our direct costs.

The following rules and regulations must be followed by every contractor doing business with Irvine Unified School District. Failure to comply may result in the removal of you and/or members of your crew from the job, and possible back charges for our direct costs.

1. This is a tobacco, drug and alcohol free school district; **no tobacco products, drug products or vaping** may be used on District property.
2. The District reserves the right in its sole discretion to utilize other concrete contractors for work required by the District.
3. All of the City of Irvine's laws relating to hours and noise of construction work must be followed. If you want to work other than, 7:00 am - 6:00pm or dusk (whichever is earlier) Monday through Friday, or 9:00am - 5:00pm Saturday, you must get a waiver from the City.
4. No pets are allowed on district property.
5. Anyone not directly involved in the scope of work shall not be on the job site.
6. No music, i.e. radios, cassettes, CD's, or headphones, etc.
7. No district equipment shall be used by any contractor unless specifically allowed in writing prior to the start of work. (phone, vacuum, ladders, trash cans or bins, microwave, etc.)
8. Any contractor working on a site where students are present must supply the District with certification that all employees on the project have been finger printed and approved per state law.
9. Fraternalization or other contact with students is strictly forbidden.
10. The contractor shall supply prior to the start of work the following:
 - a. Workers' Compensation Liability of not less than \$1,000,000 per occurrence.
 - b. Liability Insurance of not less than \$1,000,000 per occurrence; \$2,000,000 aggregate with an Endorsement (separate page) listing Irvine Unified School District as an additional insured.
 - c. Excess/Umbrella Liability of \$3,000,000.
 - d. Automobile Liability of \$1,000,000 per occurrence with no annual aggregate limit.
 - e. Sexual Abuse/Molestation must be included under General Liability or be obtained in separate policies in an amount of \$1,000,000 per occurrence (\$2,000,000 aggregate) and \$3,000,000 excess/umbrella coverage.
11. The contractor must clean up all debris from the course of work daily. This includes sweeping, vacuuming, hosing down and other appropriate measures. Any and all damage to the district's

property caused by the contractor's equipment or materials shall be repaired to the district's satisfaction.

12. All employees and subcontractors shall act in a professional manner and wear a shirt or uniform with the company name and logo plainly visible. All other clothing shall be free from holes and any inappropriate logos or patches.
13. Any contractor that loses site keys may be billed for the full cost of rekeying the site.
14. The contractor will only make changes at the request of the District's Facilities/Construction or Maintenance Departments Director, Supervisor, Foreman, or Inspector.
15. The contractor is responsible for locating any and all utilities and other appurtenances that may be affected by this project. Any and all damage is the contractor's responsibility to repair to the District's satisfaction. The District will make available any as-built documents in its possession to the contractor for review at his request. The District does not guarantee the accuracy of the documents and it is the contractor's responsibility to verify the actual location of utilities and appurtenances.
16. Contractor is responsible for security of the entire project area, including fencing if necessary to protect the District and contractor from liability relative to the project. Any contractor that leaves a building unsecured will be liable for any loss incurred or the direct cost to the district to secure the building. The district's labor agreement requires a four (4) hour minimum payment for after hour call outs.
17. Any items issued to the contractor (keys, badges, alarm cards, etc.) shall be returned prior to final payment.
18. Any project over \$1,000.00 is a prevailing wage project. Labor Code Section 1770-1771. (www.dir.ca.gov). SB854 requires contractor to be registered with the Department of Industrial Relations.
19. Firearms or weapons of any type are strictly prohibited on school district property.
20. Contractor to provide payment bond for projects over \$25,000.
21. Contractor to provide performance bond for projects over \$25,000.
22. Contractor will be required to provide certified payroll records on all projects.
23. During the COVID-19 pandemic, contractors are required to follow proper protocols including face masks and gloves per District's direction.

Please read both pages of this document. Your signature indicates you have read, understand, and agree to this document.

Signature

Date

W-9 FORM

Current Version Available at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

SAMPLE CERTIFICATE OF LIABILITY INSURANCE & ENDORSEMENT

SAMPLE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) INSERT DATE
PRODUCER NAME & ADDRESS OF INSURANCE COMPANY	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED NAME & ADDRESS OF COMPANY/ORGANIZATION	INSURERS AFFORDING COVERAGE INSURER A: Name of Insurance Company INSURER B: Name of Insurance Company INSURER C: Name of Insurance Company INSURER D: Name of Insurance Company INSURER E: Name of Insurance Company	NAIC #

COVERAGES
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	MANDATORY REQUIREMENTS	Insert Date	Insert Date	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	REQUIRED IF APPLICABLE TO SERVICE	Insert Date	Insert Date	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$	REQUIRED UNLESS REDUCED/EXCLUDED	Insert Date	Insert Date	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	REQUIRED UNLESS REDUCED/EXCLUDED	Insert Date	Insert Date	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER Professional Liability and/or Sexual Abuse/Molestation	MAY BE REQUIRED	Insert Date	Insert Date	\$ 1,000,000 per occurrence \$ 2,000,000 aggregate

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Irvine Unified School District, its Board of Trustees, officers, agents, employees, and volunteers are named as additionally insured on this policy pursuant to written contract, agreement, or memorandum of understanding. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory. Sexual Abuse/Molestation is not excluded from coverage under the general liability and excess/umbrella liability policies. (Provide brief description of services/dates).

CERTIFICATE HOLDER Irvine Unified School District 5050 Barranca Parkway Irvine, California 92604 Attention: Risk Management	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE SIGNATURE REQUIRED
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 Page 1 of 1

ENDORSEMENT

ADDITIONAL COVERED PARTY

COVERED PARTY (INSERT INSURED NAME)	COVERAGE DOCUMENT (INSERT POLICY NUMBER)	ADMINISTRATOR (INSERT NAME OF ADMINISTRATOR)
----------------------------------------	---------------------------------------------	-------------------------------------------------

Subject to all terms, conditions, exclusions, and endorsements, such additional covered party as is afforded by the coverage document shall also apply to the following entity but only as respects to liability arising from the actions and activities of the covered party described below.

Additional Covered Party:

Irvine Unified School District
5050 Barranca Parkway
Irvine, California 92604

Description of Activities:

Irvine Unified School District, its Board of Trustees, officers, agents, employees, and volunteers are named as additionally insured on this policy pursuant to written contract, agreement, or memorandum of understanding. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory.

Authorized Representative Signature
MUST APPEAR ON THE ENDORSEMENT PAGE

SAMPLE

Appendix A

Specifications

OVERVIEW

Irvine Unified School District (District) requires the services of a solid waste management company (Contractor) to provide integrated waste management service at all District sites. The District objectives for this contract are to (a) increase efficiency/minimize costs, (b) improve District's recycling and landfill diversion programs and reduce the amount of waste the District disposes, and (c) comply with the law.

1. SCOPE OF WORK:

WASTE PROGRAM: The service will consist of regular pickups from school sites and other locations within the District and the disposal of all rubbish and debris which has been placed in containers furnished by the Contractor. The filled waste containers awaiting pickup shall be placed by employees of the District outside the building in an accessible area designated by the District designee. Contractor should propose a detailed service plan for waste services (**this service plan for waste services is up to 20 points as outlined in Information for Proposers, Section II Selection Process**).

District may increase or decrease the frequency of pick-up during the contract period, at which time the cost will adjust as per the Rate Schedule (Appendix C).

RECYCLING PROGRAM: If it is in the best interest of the District to award recycling services to the awarded Contractor than it shall be incumbent upon the Contractor to implement a District-wide recycling program. If the Contractor is awarded recycling services and it is in the best interest of the District, the District reserves the right to negotiate recycling services per site.

Contractor should propose a detailed service plan for recycling services (**this service plan for recycling services is up to 15 points as outlined in Information for Proposers, Section II Selection Process**), including: type of containers, frequency of collection, materials to be collected (commingled items included but are not limited to: aluminum cans, tin/steel cans, glass bottles and jars, plastic, bottles, wire coat hangers, paper (including staples and clips), cardboard, colored brochures, magazines, paperboard, phone books, manila folders), vehicles to be used for collection and any other factors deemed relevant to the Contractor. The service plan should include free training provided to District employees, credits and/or percentage of profits back to the District, as well as, recommendations and/or suggestions which would allow the District to potentially improve its recycling program, enhance conservation, improve the quality of the environment, and potentially save money. This service plan shall be submitted with the sealed proposal response. Additional recyclable commodities, not included in the bidder's base proposal, may be specified in the RFP document or negotiated at a later date. Include any additional support, such as education, outreach materials, and monitoring.

The Contractor will be required to submit data to the Irvine Unified School District that would help the District meet the requirements of AB 341 and AB 827.

ORGANIC (GREEN & FOOD) PROGRAM: If it is in the best interest of the District to award organic (green & food) services to the awarded Contractor than it shall be incumbent

upon the Contractor to implement an organic (green & food) service plan that will meet the guidelines of AB 1826 and SB 1383.

Contractor should propose a detailed service plan for organic (green & food) services (**this service plan for organic services is up to 15 points as outlined in Information for Proposers, Section II Selection Process**), 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. The service plan should include free training for District employees, may include credits and/or percentage of profits back to the District, as well as, recommendations and/or suggestions which would allow the District to enhance conservation, improve the quality of the environment, and potentially save money. Include any additional support, such as education, outreach materials, and monitoring.

2. **SAFETY PRECAUTIONS:** Before entering the grounds of any school where children 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. 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. If at all possible, the Contractor should avoid driving on school grounds at recess and lunch periods.

3. **DAMAGE TO PROPERTY & MAINTENANCE OF SITES:** 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 District designee by telephone not later than twenty-four (24) hours after the day the damage occurs.

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 of the site designated by the District. Any leaking containers shall be replaced by containers of a quality that are in a good enough condition not to leak on the ground.

Should the Contractor fail to make repairs, replacements, or clean up spilled debris or hydraulic fluid promptly and to the satisfaction of the District, the District shall make the repairs, replacements, or clean-ups and charge the successful bidder by diminution of the payments due to the Contractor.

4. **PRECAUTIONS:** The Contractor shall take all precautions at all times to avoid injury or damage to any 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.

5. **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.

The District is a tobacco, drug and vaping free district and no tobacco, alcohol or vaping of any kind is allowed to be used on any part of our campuses.

6. 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 each type of regular service and at least one spare truck for each type of service for emergency service shall be required during the period of the contract. Trucks shall have the ability to load for a minimum of a 3-6 yard bin, be front loader type refuse trucks, and waste wheeler type loader if required for recycling and shall have been inspected and approved by the Director of Support Services or his representative, 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 shall be especially skilled for the kind of work for which they are employed and shall work under direction of competent supervision. Any person employed by the Contractor who the District may deem to be incompetent, unfit, or unacceptable to the District shall be dismissed from the work and shall not again be employed on this project, accept with written consent of the District.

7. GATE KEYS AND SECURITY REPORTS: Gate keys required by the Contractor will be furnished by the District designee. 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. Any unusual conditions, such as gates or doors found unlocked and/or open, evidence of vandalism, etc., shall be reported to the District designee.

Upon entering into this contract, the successful Contractor shall Sign and fill out a Key Fee Agreement (Appendix F).

Contractor shall issue each site and the maintenance department as many keys as needed at no charge for locks on all locking bins. All of these bins shall be keyed alike.

8. TERM OF CONTRACT: The **initial term** of the contract is three (3) years, effective from July 1, 2021 through June 30, 2024. Upon written mutual consent of the District and the Contractor, this contract is subject to two (2) additional twelve-month extensions for a maximum term of five (5) years. Each renewal period will be presented to the Board of Education for approval as an amendment to the contract.

Amendments to the Agreement may be made by either party, upon mutual consent, and shall be proposed in writing, delivered to the address provided for Notices hereunder. Such amendments shall take effect at annual renewal dates, upon signature by the original signatories to this contract, or their designees.

9. ADJUSTMENT TO RATE SCHEDULE: Rates established in all rate schedule(s) shall remain firm for the **initial contract period, July 1, 2021 through June 30, 2024**. For subsequent years, four (4) and five (5), the base prices of the previous year may be increased no more frequently than once annually during the renewal period by a percentage which shall not exceed

the percentage increase in the Consumer Price Index (CPI) for the Los Angeles-Long Beach-Anaheim areas for the period ending March 31st of the given contract renewal and negotiated with the District.

In the event circumstances occur which significantly affect the cost of services, either party may request an adjustment in rates in years four (4) and five (5) based on increase or decrease in the Consumer Price Index. After substantial evidence of an operational cost increase or decrease has been presented and analyzed, the District may make such adjustments as are deemed by the District to be reasonable and fair.

All requests for rate adjustments must be requested by the Contractor in writing prior to April 30th for the upcoming renewal year.

It is expressly understood that contract extensions and/or rate increase 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. In the event of extreme circumstances, District may mutually agree to increase costs based on inflation with documentation provided by Contractor.

10. DISTRICT LOCATIONS - ADDITIONS/DELETIONS: The District shall have the right to add or delete service at any District location or new site at any time during the contract period. Upon reasonable advance notice by the Maintenance and Purchasing 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. The Contract rate shall apply to such increases and decreases.

11. CONTRACT TERMINATION

- a. If the Contractor refuses or fails to provide services, deliver equipment or supplies with such diligence as will insure its complete delivery within the time specified or any extension thereof, or if the Contractor should be adjudged bankrupt, or if the Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, or if Contractor should otherwise be guilty of a substantial violation of any provision of the Agreement, then the District may, without prejudice to any other right or remedy, serve written notice upon the Contractor of the District's intention to terminate the Agreement. The notice shall contain the reasons for such intention to terminate, and unless within ten (10) days after the service of such notice such condition shall cease or such violation shall cease and arrangements satisfactory to the District for the correction thereof be made, the Agreement shall upon the expiration of said ten (10) days, cease and terminate. In such case, the Contractor shall not be entitled to receive any further payment until performance is completed.
- b. If the unpaid balance of the Contract price shall exceed the expense of completing performance under the Agreement, including compensation for additional services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Bidder shall pay the difference to the District.

- c. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.
- d. For convenience, the District may terminate this Contract, in whole or in part, if it is in the best interest of the District to do so, upon sixty (60) days advanced written notice to Contractor. Upon receipt of such notice, the Contractor shall not commit itself to any further expenditures of time or resources than is reasonably necessary to effectuate the termination on the effective date. The District will pay all undisputed charges accrued by the Contractor that are in conformance with the Agreement up to the effective date of termination.
- e. If Contractor gives notice to terminate, notification must be in writing and shall continue to provide service at the established price for ninety (90) days after delivering said written Notice to the Irvine Unified School District Purchasing Department, or at the end of any annual period, whichever is later.

12. SCHEDULES, AMOUNTS OF SERVICE REQUIRED, ETC.: Regular pick up service shall be made between the hours of 7:00 a.m. and 5:00 pm. Once a schedule for a site is established, subsequent pickups must be at the same time each service day. The submittal of a proposal is acknowledgement of the Bidder's intent of compliance with this scheduling requirement.

- a. Pick up for regular schools shall be made daily or as otherwise indicated in the Appendix D - Service Schedule, except for Saturdays, Sundays and legal holidays.
- b. Pick up for the remaining locations shall be as noted on the schedule, except for Saturdays, Sundays, and legal holidays.
- c. If a 'non-service day' is scheduled and agreed upon, that day shall not be on Mondays. Sites with a four (4) day service schedule, shall have Wednesday as a non-service day; however, the District reserves the right to change the scheduled non-service day.
- d. Pick up service is to continue on an on-call, as-needed basis during Winter, Spring, Summer, all year-round and alternate schedules. Invoices will be modified to reflect the adjusted service schedule.
- e. During Summer School regular pick-up service shall continue directed by Maintenance and Operations.
- f. Contractor will be provided with school calendars for all sessions scheduled during the fiscal year. Summer school calendars will be provided when available.
- g. Log of inadequate service: The District Maintenance and Operations Department will maintain a complete log of all calls made to the Contractor regarding inadequate service. The Contractor shall receive a copy of said log via email.

- h. Waste Audit: The Contractor awarded this RFP shall conduct and submit a waste audit to the District within three (3) months of starting this service. At that time, the District and Contractor 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 annually.
- i. Service Schedule – Appendix D: The Service Schedule provides the following information: Names and addresses of District sites to be serviced, the number and sizes of containers required at each site, and the frequency of pickup at each site. **FOR BIDDING PURPOSES THE CONTAINER SIZE, QUANTITIES AND FREQUENCY OF PICK-UP CANNOT BE CHANGED. THE BIDDER'S WEEKLY PRICE, AS GIVEN IN THE PROPOSAL, MUST BE BASED ON THE INFORMATION CONTAINED IN THE SERVICE SCHEDULE.** The Service Schedule is for bidding and cost purposes only, the District reserves the right to amend the quantity and size of bins at each location once the contract is awarded.

Should the District request additional pick-ups, the Contractor shall invoice the District at the quoted rate, as stated in the Rate Schedule. Likewise, should the Contractor fail to pick-up waste, recycling, and/or organic waste during the hours of 7am to 5pm per the agreement, the District shall withhold payments accordingly.

13. **CONTRACTOR MUST FURNISH CERTAIN EQUIPMENT:** The Contractor will be required to furnish one piece all-plastic commercial containers (dumpsters) with no metal parts in the sizes and quantities shown in the Service Schedule (Appendix D) or as determined by the Maintenance and Operations Department. Bins must be leak-proof. All maintenance of any and all containers are Contractor's responsibility.

Containers shall be new, non-combustible, covered, water tight, square top or slant top, with heavy-duty casters. Select bins shall have locking lids. The containers shall be maintained in good condition, kept properly painted and in good repair at all times. Each container shall have easy rolling casters and a close fitting lid maintained in good condition at all times. Each container shall be maintained in a sanitary condition and thoroughly cleaned inside and out periodically or as requested. Repair or replacement of bins shall be handled within 24 hours. Contractor is responsible for keeping all areas clean and free of any debris resulting from on-site repairs, container transfers, and pick-up services. All efforts to reduce odor should be taken.

14. **VEHICLES/OPERATORS:** All contractor vehicles used in performance of this contract must qualify in each minute detail under the laws of the State of California, the rules and regulations of the California Highway Patrol, are to be properly registered, licensed and insured, and will have any necessary permits, to comply with any and all state and local regulations. All vehicles will be marked with the company name and telephone number and will be kept clean throughout the contract. Vehicles used must be CNG or other alternative fuel; there will be no diesel trucks permitted at Irvine Unified School District sites. All vehicle operators will be fully licensed, as required by state law.

15. FEES, LICENSES AND PERMITS: The contractor will be responsible for determining and obtaining any and all fees, licenses and permits required for operation under this contract. The cost of these fees, licenses and permits are considered a cost of doing business under the contract and will not be allowed as separate prices in the proposal.

16. LIAISON/SOLE POINT OF CONTACT: The contractor upon notification of award will designate a person or persons to be the liaison to the District Director of Maintenance and Operations to coordinate contract operations and resolve operational issues.

17. EMERGENCY SERVICE: Bidder agrees to perform emergency call-out service anywhere within the District boundaries on a four (4) hour response time or less for a reasonable, mutually agreed-upon additional fee. Emergency call-out service will most frequently arise when weekend/overnight neighborhood trash is deposited in District bins without permission.

18. INVOICING: Monthly itemized billings and related job tickets are to be forwarded to the Maintenance and Operations Point of Contact. Said billings will show the number of pick-ups for that month. There is to be one (1) itemized invoice for all regular waste, one (1) itemized invoice for green waste, one (1) itemized invoice for recycling, and one (1) itemized invoice for organic food waste pick-ups. There is to be one (1) itemized invoice for roll-off or low-boy pick-ups, whether contaminated trash or green waste, accompanied with landfill receipts confirming tonnage. Photographic documentation should be provided in the event of any additional fees/charges (ie., over-flow or over-fill) to confirm accurate charges.

Appendix B

Special Provisions

1. Contractor shall not charge District an additional fee for over-flow or over-fill if Contractor picks up too early or too late during the service day which will cause an over-flow or over-fill. Meaning, Contractor should pick up one time, unless requested otherwise by District, during a 24-hour period.

For example, if Contractor picks up waste at 7am on Monday and 3pm on Tuesday and there is an overflow or overfill due to the delayed pick-up, Contractor may not charge District additional fees.

2. Contractor shall not charge additional fees outside of contract rates for all services, including lowboys or roll offs.
3. If Contractor missed a pick-up day, Contractor shall not bill District for that pick-up day.
4. If Contractor missed a scheduled pick-up, Contractor shall not charge the District for overflow or overfill.
5. Contractor shall not charge District a penalty for recycling if Contractor missed a pick-up.
6. Low-boy and roll-off to be picked up **ONLY** at District's request.
7. **Contractor must provide WEEKLY pricing as requested in Appendix C – Rate Schedule, NOT monthly pricing.**
8. Contractor must meet the requirements of the Mandatory Commercial Recycling Assembly Bill 341 (AB 341), Mandatory Organics and Recycling Containers Assembly Bill 827 (AB 827, Mandatory Commercial Recycling Assembly Bill 1826 (AB 1826), Organics Reduction for Methane Mitigation Senate Bill 1383 (SB 1383) and any and all future legislation.
9. Contractor shall provide free training when requested or needed by the District.
10. Price increases will only be allowed as per contract/Agreement.

Bidder/Contractor Name: _____

Bidder/Contractor Signature: _____

Date: _____

Appendix C

Rate Schedule

WASTE RATE SCHEDULE

Insert **weekly** pricing below, plug pricing into Appendix D – Service Schedule as requested, then insert totals per category (waste, recycle, greed, food waste) into the Cost Summary in this section.

Cost of Service**

Bin Svc-3 cy 1x/wk	\$ _____	10 yard roll off	\$ _____	net price for haul*
Bin Svc-3 cy 2x/wk	\$ _____	20 yard roll off	\$ _____	net price for haul*
Bin Svc-3 cy 3x/wk	\$ _____	30 yard roll off	\$ _____	net price for haul*
Bin Svc-3 cy 4x/wk	\$ _____	40 yard roll off	\$ _____	net price for haul*
Bin Svc-3 cy 5x/wk	\$ _____	Cost per ton for roll off	\$ _____	
 		10 yard lowboy	\$ _____	net price for haul*
Bin Svc-4 cy 1x/wk	\$ _____	20 yard lowboy	\$ _____	net price for haul*
Bin Svc-4 cy 2x/wk	\$ _____	30 yard lowboy	\$ _____	net price for haul*
Bin Svc-4 cy 3x/wk	\$ _____	40 yard lowboy	\$ _____	net price for haul*
Bin Svc-4 cy 4x/wk	\$ _____	Cost per ton for lowboy	\$ _____	
Bin Svc-4 cy 5x/wk	\$ _____			
Over fill bin charge	\$ _____			
Over flow bin charge	\$ _____			

*Above net tonnage will be recorded for each haul and depicted on monthly bill at local landfill rate.

****Additional pickups shall be based on Waste Rate Schedule Cost of Service above.**

RECYCLING RATE SCHEDULE

Insert **weekly** pricing below, plug pricing into Appendix D – Service Schedule as requested, then insert totals per category (waste, recycle, greed, food waste) into the Cost Summary in this section.

Cost of Service**

Bin Svc-2 cy 1x/wk...\$ _____

Bin Svc-2 cy 2x/wk...\$ _____

Bin Svc-2 cy 3x/wk...\$ _____

Bin Svc-2 cy 4x/wk...\$ _____

Bin Svc-2 cy 5x/wk...\$ _____

Bin Svc-3 cy 1x/wk...\$ _____

Bin Svc-3 cy 2x/wk...\$ _____

Bin Svc-3 cy 3x/wk...\$ _____

Bin Svc-3 cy 4x/wk...\$ _____

Bin Svc-3 cy 5x/wk...\$ _____

Bin Svc-4 cy 1x/wk...\$ _____

Bin Svc-4 cy 2x/wk...\$ _____

Bin Svc-4 cy 3x/wk...\$ _____

Bin Svc-4 cy 4x/wk...\$ _____

Bin Svc-4 cy 5x/wk...\$ _____

Bin Svc-5 cy 1x/wk...\$ _____

Bin Svc-5 cy 2x/wk...\$ _____

Bin Svc-5 cy 3x/wk...\$ _____

Bin Svc-5 cy 4x/wk...\$ _____

Bin Svc-5 cy 5x/wk...\$ _____

Bin Svc-6 cy 1x/wk...\$ _____

Bin Svc-6 cy 2x/wk...\$ _____

Bin Svc-6 cy 3x/wk...\$ _____

Bin Svc-6 cy 4x/wk...\$ _____

Bin Svc-6 cy 5x/wk...\$ _____

****Additional pickups shall be based on Recycling Rate Schedule Cost of Service above.**

Payback Plan or Reimbursement \$ _____

ORGANIC (GREEN AND FOOD) RATE SCHEDULE

Insert **weekly** pricing below, plug pricing into Appendix D – Service Schedule as requested, then insert totals per category (waste, recycle, greed, food waste) into the Cost Summary in this section.

Cost of Service – Green Waste**

Bin Svc-2 cy 1x/wk...\$ _____

Bin Svc-2 cy 2x/wk...\$ _____

Bin Svc-2 cy 3x/wk...\$ _____

Bin Svc-3 cy 1x/wk...\$ _____

Bin Svc-3 cy 2x/wk...\$ _____

Bin Svc-3 cy 3x/wk...\$ _____

10 yard GREEN lowboy...\$ _____ net price for haul*

20 yard GREEN lowboy...\$ _____ net price for haul*

30 yard GREEN lowboy...\$ _____ net price for haul*

40 yard GREEN lowboy...\$ _____ net price for haul*

Cost per ton for lowboy...\$ _____

*Above net tonnage will be recorded for each haul and depicted on monthly bill at local landfill rate.

****Additional pickups shall be based on Organic (Green & Food) Rate Schedule Cost of Service above.**

Cost of Service – Food Waste**

35 gallon cart 1x/wk...\$ _____

35 gallon cart 2x/wk...\$ _____

35 gallon cart 3x/wk...\$ _____

65 gallon cart 1x/wk...\$ _____

65 gallon cart 2x/wk...\$ _____

65 gallon cart 3x/wk...\$ _____

95 gallon cart 1x/wk...\$ _____

95 gallon cart 2x/wk...\$ _____

95 gallon cart 3x/wk...\$ _____

Above net tonnage will be recorded for each haul and depicted on monthly bill at local landfill rate

****Additional pickups shall be based on Organic (Green & Food) Rate Schedule Cost of Service above.**

COST SUMMARY

Use the Appendix C – Rate Schedule (waste, recycling and organic) together with the Appendix D - Service Schedule to arrive at the weekly costs for all sites.

	<u>COST/WEEK</u>
Waste Service	\$ _____
Recycle Service	\$ _____
Organic Service – green waste	\$ _____
Organic Service – food waste	\$ _____
*Total of Weekly Costs (from Appendix D)	\$ _____

*Total Weekly Costs to be multiplied by 52 (weeks), then added with charges below will be calculated as the grand total for a yearly cost. This grand total is for the purpose of a dollar amount to be used for the Contract award and so that all bidders propose on the same criteria. The Service Schedule (Appendix D) is provided to price out same criteria and as a hypothetical scenario.

*TOTAL of Weekly Costs (above) x 52 weeks =	\$ _____
Over Fill Bin Charge (from waste rate schedule)	\$ _____
Over Flow Bin Charge (from waste rate schedule)	\$ _____
Cost Per Ton for 40 yd Roll Off (from waste rate schedule)	\$ _____
Cost Per Ton for 10 yd Lowboy (from waste rate schedule)	\$ _____
Grand Total	\$ _____

1) Please indicate which landfill will be used for each waste stream and if there is any potential liability connected with said landfill(s). With your submitted proposal, include a letter or certification from each landfill authorizing your use for Irvine Unified School District and a copy of the State’s Landfill Permit.

LANDFILL: _____

2) Attach a sheet defining and itemizing any cost, pay back plans or alternate ways to reimburse the District for any recycling and organic efforts.

3) Please indicate the number of drivers and estimated number of trucks that will be allocated to service the Irvine Unified School District account:

_____ Drivers _____ Trucks

4) If awarded the contract, bidder will be required to meet the City of Irvine and Orange County’s licensing requirements, if any, for picking up and transporting rubbish, recycling and organic materials and bins at all applicable District locations. As a public-school district, the District functions as a “State Agency” which allows Contractors providing waste hauling services to cross city borders.

Contractor Company Name

Signature and printed name

Date

Appendix D

Service Schedule

Biographical Information		Service				
School Site/Department	Address	Bin Qty	Bin Size	Frequency	Commodity	WEEKLY Total
Alderwood	2005 Knollcrest, Irvine	2	3 yd	5/week	Waste	
		1	3 yd	1/week	Recycle	
		1	3 yd	1/week	Green	
		1	35 gal	1/week	Food Waste	
Beacon Park	200 Cultivate, Irvine	2	3 yd	5/week	Waste	
		1	3 yd	1/week	Recycle	
		1	3 yd	1/week	Green	
		1	35 gal	2/week	Food Waste	
Bonita Canyon	1 Sundance Drive, Irvine	2	3 yd	4/week	Waste	
		1	3 yd	1/week	Recycle	
		1	3 yd	1/week	Green	
		1	35 gal	3/week	Food Waste	
Brywood Elementary	1 Westwood, Irvine	2	3 yd	4/week	Waste	
		1	3 yd	1/week	Recycle	
		1	3 yd	1/week	Green	
		2	35 gal	1/week	Food Waste	
Cadence Park Elementary	750 Benchmark, Irvine	2	3 yd	4/week	Waste	
		1	3 yd	1/week	Recycle	
		1	3 yd	1/week	Green	
		2	35 gal	2/week	Food Waste	
Canyon View Elementary	12025 Yale Court, Irvine	3	3 yd	4/week	Waste	
		1	3 yd	1/week	Recycle	
		1	3 yd	1/week	Green	
		2	35 gal	3/week	Food Waste	
College Park Elementary	2700 Chaparral, Irvine	2	3 yd	4/week	Waste	
		1	3 yd	1/week	Recycle	
		1	3 yd	1/week	Green	
		1	35 gal	1/week	Food Waste	
Creekside High School	3387 Barranca Pkwy, Irvine	2	3 yd	5/week	Waste	
		1	3 yd	1/week	Recycle	
		2	3 yd	1/week	Green	
		1	95 gal	1/week	Food Waste	
Culverdale Elementary	2 Paseo Westpark, Irvine	3	3 yd	4/week	Waste	
		1	3 yd	1/week	Recycle	
		1	3 yd	1/week	Green	
		1	35 gal	1/week	Food Waste	
Cypress Village Elementary	355 Rush Lily, Irvine	3	3 yd	5/week	Waste	
		1	3 yd	1/week	Recycle	
		1	3 yd	1/week	Green	
			35 gal	1/week	Food Waste	
Deerfield Elementary	2 Deerfield Avenue, Irvine	2	3 yd	4/week	Waste	
		1	3 yd	1/week	Recycle	
		1	3 yd	1/week	Green	
		1	65 gal	1/week	Food Waste	

Biographical Information		Service				
School Site/Department	Address	Bin Qty	Bin Size	Frequency	Commodity	WEEKLY Total
District Office	5050 Barranca Pkwy, Irvine	1	3 yd	5/week	Waste	
		1	3 yd	1/week	Recycle	
		1	3 yd	1/week	Green	
		1	65 gal	2/week	Food Waste	
Eastshore Elementary	155 Eastshore, Irvine	2	3 yd	4/week	Waste	
		1	3 yd	1/week	Recycle	
		1	3 yd	1/week	Green	
		1	65 gal	3/week	Food Waste	
Eastwood Elementary	99 Meander, Irvine	2	3 yd	5/week	Waste	
		1	3 yd	1/week	Recycle	
		1	3 yd	1/week	Green	
		2	65 gal	1/week	Food Waste	
El Camino	4782 Karen Ann Lane, Irvine	2	3 yd	4/week	Waste	
		1	3 yd	1/week	Recycle	
		1	3 yd	1/week	Green	
		2	65 gal	2/week	Food Waste	
Food Service/Central Kitchen	3387 Barranca Pkwy, Irvine	2	3 yd	5/week	Waste	
		2	3 yd	1/week	Recycle	
		1	3 yd	1/week	Green	
		2	65 gal	3/week	Food Waste	
E.C.L.C.	1 Smoketree, Irvine	2	3 yd	4/week	Waste	
		1	3 yd	1/week	Recycle	
		1	3 yd	1/week	Green	
		1	35 gal	1/week	Food Waste	
Greentree Elementary	4200 Manzanita, Irvine	2	3 yd	4/week	Waste	
		1	3 yd	1/week	Recycle	
		1	3 yd	1/week	Green	
		1	35 gal	2/week	Food Waste	
Irvine High School	4321 Walnut, Irvine	8	3 yd	5/week	Waste	
		1	3 yd	1/week	Recycle	
		1	3 yd	1/week	Green	
		1	35 gal	3/week	Food Waste	
Jeffrey Trail Middle School	155 Visions, Irvine	3	3 yd	5/week	Waste	
		1	3 yd	1/week	Recycle	
		1	3 yd	1/week	Green	
		1	95 gal	1/week	Food Waste	
Lakeside Middle School	3 Lemongrass, Irvine	3	3 yd	4/week	Waste	
		1	3 yd	1/week	Recycle	
		1	3 yd	1/week	Green	
		1	95 gal	2/week	Food Waste	
Legacy Education Center	311 W. Yale Loop, Irvine	1	3 yd	4/week	Waste	
		1	3 yd	1/week	Recycle	
		1	3 yd	1/week	Green	
		1	65 gal	3/week	Food Waste	

Biographical Information		Service				
School Site/Department	Address	Bin Qty	Bin Size	Frequency	Commodity	WEEKLY Total
Loma Ridge	500 Tomato Springs, Irvine	2	3 yd	4/week	Waste	
		1	3 yd	1/week	Recycle	
		1	3 yd	1/week	Green	
		3	35 gal	3/week	Food Waste	
M&O/Transportation	100 Nightmist, Irvine	4	3 yd	5/week	Waste	
		1	3 yd	1/week	Recycle	
		2	40 yd	3/week	Roll Off	
		1	20 yd	3/week	Green	
Meadow Mark	50 Blue Lake South, Irvine	1	10 yd	3/week	Lowboy	
		2	3 yd	4/week	Waste	
		1	3 yd	1/week	Recycle	
		1	3 yd	1/week	Green	
Northwood Elementary	28 Carson, Irvine	1	35 gal	3/week	Food Waste	
		2	3 yd	4/week	Waste	
		1	3 yd	1/week	Recycle	
		1	3 yd	1/week	Green	
Northwood High School	4515 Portola Pkwy, Irvine	1	65 gal	1/week	Food Waste	
		6	3 yd	5/week	Waste	
		1	3 yd	1/week	Recycle	
		2	3 yd	1/week	Green	
Oak Creek	1 Dove Creek, Irvine	3	95 gal	1/week	Food Waste	
		2	3 yd	5/week	Waste	
		1	3 yd	1/week	Recycle	
		1	3 yd	1/week	Green	
Plaza Vista School K-8	670 Paseo Westpark, Irvine	2	35 gal	3/week	Food Waste	
		2	3 yd	5/week	Waste	
		1	3 yd	1/week	Recycle	
		1	3 yd	1/week	Green	
Portola High School	1001 Cadence, Irvine	1	65 gal	3/week	Food Waste	
		6	3 yd	5/week	Waste	
		1	3 yd	1/week	Recycle	
		1	3 yd	1/week	Green	
Portola Springs Elementary	12100 Portola Springs, Irvine	4	35 gal	2/week	Food Waste	
		3	3 yd	5/week	Waste	
		1	3 yd	1/week	Recycle	
		1	3 yd	1/week	Green	
Rancho San Joaquin Middle	4861 Michelson Rd, Irvine	1	35 gal	1/week	Food Waste	
		4	3 yd	4/week	Waste	
		1	3 yd	1/week	Recycle	
		1	3 yd	1/week	Green	
Santiago Hills	29 Christamon, Irvine	1	65 gal	1/week	Food Waste	
		2	3 yd	4/week	Waste	
		1	3 yd	1/week	Recycle	
		1	3 yd	1/week	Green	

Biographical Information		Service				
School Site/Department	Address	Bin Qty	Bin Size	Frequency	Commodity	WEEKLY Total
Sierra Vista Middle School	2 Liberty, Irvine	2	3 yd	5/week	Waste	
		1	3 yd	1/week	Recycle	
		1	3 yd	1/week	Green	
		2	65 gal	2/week	Food Waste	
South Lake Middle School	655 W. Yale Loop, Irvine	2	3 yd	4/week	Waste	
		1	3 yd	1/week	Recycle	
		1	3 yd	1/week	Green	
		1	95 gal	1/week	Food Waste	
Springbrook Elementary	655 Springbrook North, Irvine	2	3 yd	4/week	Waste	
		1	3 yd	1/week	Recycle	
		1	3 yd	1/week	Green	
		1	65 gal	1/week	Food Waste	
Stone Creek Elementary	2 Stone Creek South, Irvine	2	3 yd	4/week	Waste	
		1	3 yd	1/week	Recycle	
		1	3 yd	1/week	Green	
		1	35 gal	2/week	Food Waste	
Stonegate Elementary	100 Honors, Irvine	2	3 yd	5/week	Waste	
		1	3 yd	1/week	Recycle	
		1	3 yd	1/week	Green	
		1	65 gal	1/week	Food Waste	
Turtle Rock	5151 Amalfi Drive, Irvine	2	3 yd	4/week	Waste	
		1	3 yd	1/week	Recycle	
		1	3 yd	1/week	Green	
		1	65 gal	2/week	Food Waste	
University High School	4771 Campus Drive, Irvine	6	3 yd	5/week	Waste	
		1	3 yd	1/week	Recycle	
		1	3 yd	1/week	Green	
		2	95 gal	1/week	Food Waste	
University Park Elementary	4572 Sandburg Way, Irvine	2	3 yd	4/week	Waste	
		1	3 yd	1/week	Recycle	
		1	3 yd	1/week	Green	
		1	35 gal	1/week	Food Waste	
Venado Middle School	4 Deerfield Avenue, Irvine	2	3 yd	4/week	Waste	
		1	3 yd	1/week	Recycle	
		1	3 yd	1/week	Green	
		1	35 gal	3/week	Food Waste	
Vista Verde School K-8	6 Federation, Irvine	3	3 yd	5/week	Waste	
		1	3 yd	1/week	Recycle	
		1	3 yd	1/week	Green	
		1	35 gal	2/week	Food Waste	
Westpark Elementary	25 San Carlo, Irvine	2	3 yd	4/week	Waste	
		1	3 yd	1/week	Recycle	
		1	3 yd	1/week	Green	
		1	35 gal	1/week	Food Waste	

Biographical Information		Service				
School Site/Department	Address	Bin Qty	Bin Size	Frequency	Commodity	WEEKLY Total
Westwood Training Center	1 Liberty, Irvine	2	3 yd	5/week	Waste	
		1	3 yd	1/week	Recycle	
		1	3 yd	1/week	Green	
		1	35 gal	1/week	Food Waste	
Woodbridge High School	2 Meadowbrook, Irvine	6	3 yd	5/week	Waste	
		1	3 yd	1/week	Recycle	
		1	3 yd	1/week	Green	
		1	95 gal	2/week	Food Waste	
Woodbury Elementary	125 Great Lawn, Irvine	2	3 yd	5/week	Waste	
		1	3 yd	1/week	Recycle	
		1	3 yd	1/week	Green	
		1	35 gal	2/week	Food Waste	

Contractor shall add up all the sites waste, recycle, green and food waste, separately and insert the totals below. Totals below must be inserted into Appendix C – Rate Schedule Cost Summary page.

Weekly Total for Waste \$ _____

Weekly Total for Recycle \$ _____

Weekly Total for Green \$ _____

Weekly Total for Food Waste \$ _____

Appendix E

Bidder's Check List

BIDDER'S CHECK LIST

The following check-list is provided to assist you with your proposal submittal. While every effort has been made for accuracy, it is the Contractor's sole responsibility to ensure that all required documents are included with the proposal. **Read the contract documents carefully.**

1. Proposals must be delivered to the Irvine Unified School District's Maintenance Department, Attn: Joe Hoffman, 100 Nightmist, Irvine, CA 92618, on or before 10.00 am on May 12, 2021.
2. Proposals must be submitted in a sealed package clearly referencing the RFP number.
3. A Bid Bond is required for this project. The bid security shall be accompanied by a certified or cashier's check or bid bond issued by an admitted surety insurer in the amount of not less than ten percent (10%) of the grand total cost proposed amount stated in Appendix C – Cost Summary page.
4. Addenda, if any, shall be noted on the Proposal Form.
5. Proposal Form, Special Provisions (Appendix B), Rate Schedule/Cost Summary (Appendix C), and Service Schedule (Appendix D) must be submitted with your Proposal. Special Provisions, Proposal Form and Cost Summary pages include signature lines that bind your offer to the District.

IMPORTANT: Proposals that do not include the forms referenced in item 5 above will result in proposal rejection.

6. The following contract documents are required to be submitted with your sealed proposal:
 - Proposal Form
 - Noncollusion Declaration
 - Bid Bond
 - Certification of Primary Participation Regarding Debarment, Suspension, and other Responsibility Matters
 - Certification of Restriction on Lobbying
 - W9
 - Special Provisions (Appendix B)
 - Rate Schedule (Appendix C – all pages)
 - Service Schedule (Appendix D – all pages)
7. Copy of Business License and Recycling Business License must be submitted with your Proposal.
8. Identification of Landfill & Letter of Certification must be submitted with your Proposal.
9. Payback Plans or Alternate Ways to reimburse District for Recycling and Organic services must be submitted with your Proposal.

Please note that the Agreement, Tobacco Use Policy, Workers' Compensation Certification, Drug-Free Workplace Certification, Criminal Records Check Certification, District Rules and Regulations, and Key Fee Agreement are samples included for your review and will only be required following proposal award and prior to the commencement of the service(s).

Appendix F

Key Fee Agreement

KEY FEE AGREEMENT

Awarded contractor shall agree to provide a deposit (in the form of a company check) for the keys that are issued to them if requested. Awarded contractor will agree that by accepting and signing for these set(s) of keys, that they are responsible for any costs incurred should these keys be lost or stolen. These costs would include but are not limited to the cost of re-keying any and all locks involved. All deposits for keys include a non-refundable key set up fee of \$5.00 per set of keys. All key fees will be deposited into the District's bank account. Within ten (10) working days of the return of the complete sets of keys, a District check will be issued less the non-refundable portion. **Upon contract award, the following form must be signed by contractor if keys need to be issued. This form is **NOT** required to be submitted with proposal.**

Irvine Unified School District

Company / Contractor Name: _____

_____ () _____
 Address State Zip Phone Number

Project: _____
 (One Project per Form)

I agree to provide a deposit (in the form of a company check) for the keys that are issued to me, if requested by the District. **I understand and agree that by accepting these keys and signing for the set(s) of keys, that I am responsible for any costs incurred should these keys be lost or stolen.** These costs would include but are not limited to the cost of re-keying any and all locks involved. **All deposits for keys include a non-refundable key set up fee of \$5.00 per set of keys.** All key fees will be deposited into the District's bank account. Within ten (10) working days of the return of the complete sets of keys, a District check will be issued less the non-refundable portion. **I further understand that all keys must be returned before receiving allowable refunds. If the keys are lost/stolen, the cost of re-keying all locks involved must be paid by before any refunds are made.**

Site	Number of sets	Keys per Set	Key Number (Site)	Key Number (Gate/Padlock)

Total amount of Deposit \$ _____ **Check #:** _____ **Date:** _____

 Company Representative (Please print)

 Signature

 Issued by

 Date Keys Issue

 Returned Keys Received by

 Date Keys Returned

\$ _____
 Amount to be Refunded

 Date Paid

The definition for a set of keys, as defined by Maintenance & Operations, is whatever keys are needed to complete the project for the District. A set of keys may include site keys as well as gate / padlock keys, cabinet keys, light keys, any miscellaneous keys or any single keys of those listed.

Key fees	Site Key(s) \$200.00 for first two sets / per project \$100.00 for each additional set / per project	Non-refundable set up fee per set \$5.00 / per site
-----------------	------------------------------------------------------------------------------------------------------------	--------------------------------------------------------