



Request for Proposal

RFP # 130509

Solid Waste Disposal and Recycling Services

**Sacramento City Unified School District
Purchasing Services
3051 Redding Ave.
Sacramento, California 95820
(916) 277-6662**

Sacramento City Unified School District
Request for Proposal # 130509
Solid Waste Disposal and Recycling Services



Sacramento City Unified School District
Purchasing Services
3051 Redding Ave,
Sacramento, CA 95820
T: 916/277-6662 * F: 916/277-7110

Bidder Information Sheet

If you downloaded this bid from our website, fax back this sheet to be added to our bidders list.

Attention: Dan Sanchez, Purchasing Manager

Fax # 916-277-7110

Re: RFP # 130509 – Solid Waste Disposal and Recycling Services

Sacramento City Unified School District Bids/Proposals are available on-line. If you download a Bid/Proposal, you are required to fax the following information to 916-277-7110 so that you may be added to the bidders list to receive Addenda to this bid.

Name: _____

Title: _____

Organization: _____

Street Address: _____

City: _____

State/Zip Code: _____

Work Phone: _____

Fax: _____

Email: _____

If you have any question, please email dan-sanchez@scusd.edu

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NOTICE TO BIDDERS

REQUEST FOR PROPOSAL # 130509

The Sacramento City Unified School District is requesting proposals from providers of solid waste disposal and recycling services.

Request for Proposals (RFP) must be received prior to **2:00 P.M., on June 19, 2013**. RFP's must be submitted in a sealed envelope, marked with the RFP number and title, and returned to the Sacramento City Unified School District, Purchasing Services, 3051 Redding Ave., Sacramento, CA 95820.

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

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

Copies of the Request for Proposal (RFP) documents may be obtained from **Sacramento City Unified School District, Purchasing Services, 3051 Redding Ave., Sacramento, CA 95820**, or at www.scusd.edu/purchasing-services

Refer any questions to: **Dan Sanchez**, e-mail: dan-sanchez@scusd.edu

Published: June 4, 2013
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Bidder's Checklist

Bidder Name _____

Submit this Bidders Checklist with your bid document. Failure to submit this Checklist at bid opening may deem your bid as non-responsive.

Required items:

Bidder's Checklist (this form)	page 5
Information Required of Bidders	page 18
General Information	page 19
Additional Information	page 23
References	page 24
Non-Collusion Declaration	page 25
Fee Schedule for Waste and Recycling Services	page 27
Workers Compensation Certificate	page 28
Fingerprinting Certification	page 30

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SCOPE OF WORK

Sacramento City Unified School District desires to contract with one vendor to pick up and dispose of all solid waste and recyclable materials from all District sites within District boundaries, as listed below and as needed. The District is comprised of forty-eight (48) elementary schools (seven schools are scheduled for closing), eight (8) K-8 schools, ten (8) middle schools, ten (10) high schools, five (5) depend charters, two (2) adult education schools, and other support operation facilities. The total annual cost for all solid waste and recycling for FY 11/12 was \$244,748.

Tentative School Board approval date is July 18, 2013. Anticipated start date is September 1, 2013.

I. DISTRICT-WIDE SOLID WASTE MANAGEMENT

Please provide pricing on a per bin basis.

Bins will be provided by the awarded vendor.

Generally, the District requires a waste pick-up at each of the below listed sites one time each day, Monday through Friday and, unless otherwise specified, recycling pick-up one day per week.

The District prefers that pick-ups be made during the hours which would minimize any potential disruption or interference with any school activities.

Bins must be maintained as required under all applicable requirements. Additionally, the Bidder shall change any bin, provide any cover, and provide lock bars within 48 hours of any request by the District. Upon a 24-hour notice, the District may reduce or increase the number of pick-ups for each bin and the District will be obligated to pay only for bin services actually received.

II. DISTRICT-WIDE RECYCLING PROGRAM

A. Existing Recycling Program

The District currently utilizes recycling bins for solid waste and mixed recyclables including cans, glass, plastic, mixed paper, cardboard and newspaper. Please propose pricing and/or credits for the current program on a per bin basis which includes providing bins and pick-ups in accordance with the information below.

B. Recycling Program Recommendations

The District requests that Bidders include within their proposals specific recycling recommendations for the District's Recycling Program. These recommendations

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may be suggestions for consideration which would allow the District to potentially improve its Recycling Program, enhance conservation, and improve the quality of the environment and potentially save money.

C. Composting Program Recommendations

The District is looking at reducing solid waste removal by increasing composting of lunchroom waste. The District requests that Bidders include within their proposals specific recommendations for the expansion of a District composting program. Provide pricing on a per bin basis for removal of compostable materials.

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Solid Waste Disposal and Recycling Service Schedule

The proposed solid waste bins and recycling bins and associated pick-up and disposal schedules are as follows: (*asterisk indicates schools which are closing)

LOCATION	BIN SIZE/SERVICE	M	T	W	TH	F	SAT
A M Winn (ES)	4-Yard Waste 3X Week	x		x		x	
3351 Explor Dr	4-Yard Recycle 3X Week	x		x		x	
A. Warren McClaskey (AS)	4-Yard Waste 3X Week	x		x		x	
5241 J St	Recycle-None						
Abraham Lincoln (ES)	5Yard Waste 3X Week	x		x		x	
3324 Glenmore Dr.	4-Yard Recycle 3X Week	x		x		x	
Albert Einstein (MS)	3-Yard Waste 5X Week	x		x		x	
9325 Mirandy Dr	4-Yard Recycle 3X Week	x		x		x	
Alice Birney (ES)	4-Yard Waste 5X Week	x	x	x	x	x	
6251 13th St	3-Yard Recycle 3X Week	x		x		x	
American Legion (HS)	3-Yard Waste 3X Week	x		x		x	
3801 Broadway	4-Yard Recycle 2X Week		x			x	
Bear Flag	4-Yard Waste 3X Week	x		x		x	
6620 Gloria Dr	3-Yard Recycle 3X Week	x		x		x	
Bowling Green (ES) (Charter)	4-Yard Waste 5X Week	x		x		x	
4211 Turnbridge Dr	4-Yard Recycle 5X Week	x		x		x	
Bowling Green Annex (Charter)	3-Yard Waste 2X Week		x			x	
6807 Franklin Blvd	3-Yard Recycle 2X Week		x			x	
Bret Harte (ES)	4-Yard Waste 5X Week	x		x		x	
2751 9th Ave	3-Yard Recycle 3X Week	x		x		x	
C K McClatchy (HS)	(2) 4-Yard Waste 5X Week	x	x	x	x	x	
3066 Freeport Blvd	4-Yard Recycle 5X Week	x	x	x	x	x	
Caleb Greenwood (K-8)	4-Yard Waste 3X Week	x		x		x	
5457 Carlson Dr	3-Yard Recycle 2X Week		x			x	
California (MS)	6-Yard Waste 3X Week	x		x		x	
1601 Vallejo Dr	4-Yard Recycle 3X Week	x		x		x	
Camellia Basic (ES)	4-Yard Waste 3X Week	x		x		x	
6600 Cougar Dr	4-Yard Recycle 2X Week		x			x	
CAPITOL CITY	3-Yard Waste 2X Week		x			x	
7222 24th Street	3-Yard Recycle 2X Week		x			x	
Caroline Wenzel (K-8)	4-Yard Waste 3X Week	x		x		x	
6870 Greenhaven Dr	4-Yard Recycle 2X Week		x			x	
Cesar Chavez (ES)	4-Yard Waste 3X Week	x		x		x	
7500 32nd Street	3-Yard Recycle 2X Week		x			x	
Clayton B Wire (ES) *	4-Yard Waste 5X Week	x	x	x	x	x	
5100 El Paraiso Ave	4-Yard Recycle 3X Week	x		x		x	

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LOCATION	SERVICE	M	T	W	TH	F	SAT
Collis P Huntington (ES) * 5921 26th St	4-Yard Waste 5X Week	x		x		x	
	4-Yard Recycle 2X Week		x			x	
Collis P Huntington Child Ctr. 5917 26th St	2-Yard Waste 2X Week		x			x	
	Recycle-None						
Crocker/Riverside (ES) 2970 Riverside Blvd	4-Yard Waste 5X Week	x	x	x	x	x	
	5-Yard Recycle 1X Week					x	
David Lubin (ES) 3535 M St	4-Yard Waste 3X Week	x		x		x	
	4-Yard Recycle 2X Week		x			x	
Earl Warren (ES) 5420 Lowell St	4-Yard Waste 5X Week	x	x	x	x	x	
	4-Yard Recycle 2X Week		x			x	
Edward Kelly (Preschool) 3340 Bradshaw Rd	3-Yard Waste 1X Week					x	
	Recycle-None						
Edward Kemble (ES) 7495 29th St	4-Yard Waste 3X Week	x		x		x	
	4-Yard Recycle 3X Week	x		x		x	
Elder Creek (ES) 7934 Lemon Hill Ave	4-Yard Waste 5X Week	x	x	x	x	x	
	4-Yard Recycle 3X Week	x		x		x	
Engineering & Science HS 7345 Gloria Drive	4-Yard Waste 3X Week	x		x		x	
	4-Yard Recycle 1X Week					x	
Ethel I Baker (ES) 5717 Laurine Way	5-Yard Waste 5X Week	x	x	x	x	x	
	4-Yard Recycle 3X Week	x		x		x	
Ethel Phillips (ES) 2930 21st Ave	4-Yard Waste 3X Week	x		x		x	
	4-Yard Recycle 2X Week		x			x	
Father Keith B Kenny (ES) 3525 Martin L. King Blvd	4-Yard Waste 3X Week	x		x		x	
	4-Yard Recycle 2X Week		x			x	
Fern Bacon (MS) 4140 Cuny Ave	6-Yard Waste 3X Week	x		x		x	
	4-Yard Recycle 3X Week	x		x		x	
New Tech (AS) 1400 Dickson St	4-Yard Waste 2X Week		x			x	
	Recycle-None						
Freeport (ES) 2118 Meadowview Rd	4-Yard Waste 3X Week	x		x		x	
	4-Yard Recycle 3X Week	x		x		x	
Fremont (AS) 2420 N St	3-Yard Waste X Week	On Call					
	Recycle-None						
Fruitridge (ES) * 4625 44th St	5-Yard Waste 3X Week	x		x		x	
	4-Yard Recycle 2X Week		x			x	
Genesis (HS) 5601 47th Ave	4-Yard Waste 5X Week	x	x	x	x	x	
	4-Yard Recycle 3X Week	x		x		x	
Genevieve E. Didion (K-8) 6490 Harmon Dr	4-Yard Waste 3X Week	x		x		x	
	4-Yard Recycle 2X Week		x			x	
Geo Wash Carver (HS) 10101 Systems Parkway	4-Yard Waste 3X Week	x		x		x	
	4-Yard Recycle 2X Week		x			x	

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LOCATION	SERVICE	M	T	W	TH	F	SAT
Golden Empire (ES) 9045 Canberra Dr	4-Yard Waste 3X Week	x		x		x	
	4-Yard Recycle 3X Week	x		x		x	
H W Harkness (ES) 2147 54th Ave	5-Yard Waste 3X Week	x		x		x	
	3-Yard Recycle 2X Week		x			x	
Health Profession (HS) 451 McClatchy Way	4-Yard Waste 3X Week	x		x		x	
	4-Yard Recycle 2X Week		x			x	
Hiram Johnson (HS) 6879 14th Ave	(2) 6-Yard Waste 3X Week	x		x		x	
	(2) 4-Yard Recycle 3X Week	x		x		x	
Hollywood Park (ES) 4915 Harte Way	4-Yard Waste 3X Week	x		x		x	
	4-Yard Recycle 2X Week		x			x	
Hubert H Bancroft (ES) 2929 Belmar St	4-Yard Waste 3X Week	x		x		x	
	No Recycle						
Isador Cohen (ES) 9025 Salmon Falls Dr	4-Yard Waste 3X Week	x		x		x	
	4-Yard Recycle 2X Week		x			x	
James W Marshall (ES) 9525 Goethe Rd	4-Yard Waste 3X Week	x		x		x	
	4-Yard Recycle 2X Week		x			x	
Leataata Floyd (ES) 401 McClatchy Way	4-Yard Waste 3X Week	x		x		x	
	4-Yard Recycle 2X Week		x			x	
John Bidwell (ES) 1730 65th Ave	3-Yard Waste 5X Week	x	x	x	x	x	
	3-Yard Recycle 2X Week		x			x	
John Cabrillo (ES) 1141 Seamas Way	6-Yard Waste 3X Week	x		x		x	
	3-Yard Recycle 3X Week	x		x		x	
John D Sloat (ES) 7525 Candlewood Way	4-Yard Waste 3X Week	x		x		x	
	3-Yard Recycle 3X Week	x		x		x	
John F. Kennedy (HS) 6715 Gloria Dr	3-Yard Waste 5X Week	x	x	x	x	x	
	Recycle-None						
John F. Kennedy (HS) 6715 Gloria Dr	(2) 4-Yard Waste 5X Week	x	x	x	x	x	
	(2) 4-Yard Recycle 3X Week	x		x		x	
John F Morse (K-8) 1901 60th Ave	2-Yard Waste 3X Week	x		x		x	
	3-Yard Recycle 2X Week		x			x	
John H Still (MS) 2250 John Still Dr	4-Yard Waste 3X Week	x		x		x	
	4-Yard Recycle 3X Week	x		x		x	
John Still (ES) 2200 John Still Dr	4-Yard Waste 5X Week	x	x	x	x	x	
	4-Yard Recycle 3X Week	x		x		x	
Joseph Bonnheim (ES) * 7300 Marin Ave	4-Yard Waste 3X Week	x		x		x	
	3-Yard Recycle 2X Week		x			x	
Kit Carson (MS) 5301 N St	4-Yard Waste 3X Week	x		x		x	
	4-Yard Recycle 2X Week		x			x	
Leonardo Da Vinci (K-8) 4701 Joaquin Way	6-Yard Waste 3X Week	x		x		x	
	4-Yard Recycle 3X Week	x		x		x	

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LOCATION	SERVICE	M	T	W	TH	F	SAT
7555 S Land Park Dr	4-Yard Recycle 2X Week		x			x	
Luther Burbank (HS)	(2) 6-Yard Waste 5X Week	x	x	x	x	x	
3501 Florin Rd	(2) 4-Yard Recycle 3X Week	x		x		x	
Maple (ES) *	4-Yard Waste 5X Week	x	x	x	x	x	
3301 37th Ave	3-Yard Recycle 3X Week	x		x		x	
Marian Anderson (ES)	4-Yard Waste 3X Week	x		x		x	
2850 49th St	3-Yard Recycle 2X Week		x			x	
Mark Hopkins (ES) *	4-Yard Waste 3X Week	x		x		x	
2221 Matson Dr	4-Yard Recycle 3X Week	x		x		x	
Martin Luther King, Jr (K-8)	3-Yard Waste 5X Week	x	x	x	x	x	
480 Little River Way	3-Yard Recycle 3X Week	x		x		x	
Matsuyama (ES)	4-Yard Waste 3X Week	x		x		x	
7680 Windbridge Dr	3-Yard Recycle 3X Week	x		x		x	
New Tech School (HS)	3-Yard Waste 3X Week	x		x		x	
1400 Dickson	4-Yard Recycle 2X Week		x			x	
Nicholas (ES)	6-Yard Waste 5X Week	x	x	x	x	x	
6601 Steiner Dr	4-Yard Recycle 3X Week	x		x		x	
O W Erlewine (ES)	3-Yard Waste 3X Week	x		x		x	
2441 Stansberry Way	4-Yard Recycle 2X Week		x			x	
Oak Ridge (ES)	4-Yard Waste 5X Week	x	x	x	x	x	
4501 MLK Jr Blvd	4-Yard Recycle 2X Week		x			x	
Operations Support	40-Yard Waste X Week	On Call					
425 1st Ave	Recycle-None						
Pacific (ES)	4-Yard Waste 5X Week	x	x	x	x	x	
6201 41st St	4-Yard Recycle 2X Week		x			x	
Parkway (ES)	3-Yard Waste 5X Week	x	x	x	x	x	
4720 Forest Parkway	4-Yard Recycle 2X Week		x			x	
Peter Burnett (ES)	4-Yard Waste 5X Week	x	x	x	x	x	
6032 36th Ave	4-Yard Recycle 3X Week	x		x		x	
Phoebe A, Hearst Basic (ES)	4-Yard Waste 3X Week	x		x		x	
1410 60th St	3-Yard Recycle 2X Week		x			x	
Pony Express (ES)	4-Yard Waste 3X Week	x		x		x	
1250 56th Ave	4-Yard Recycle 2X Week		x			x	
PS7 (Charter)	4-Yard Waste 3X Week	x		x		x	
5201 Strawberry Lane	4-Yard Recycle 2X Week		x			x	
Purchasing/Warehouse	4-Yard Waste 2X Week		x			x	
3051 Redding Ave	Recycle-None						
Rosa Parks (MS)	6-Yard Waste 3X Week	x		x		x	
2250 68th Ave	3-Yard Recycle 3X Week	x		x		x	
Rosemont (HS)	(2) 4-Yard Waste 5X Week	x	x	x	x	x	
9594 Kiefer Blvd.	(2) 4-Yard Recycle 3X Week	x		x		x	

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LOCATION	SERVICE	M	T	W	TH	F	SAT
Rosemont Stadium	4-Yard Waste	On Call					
Sacramento High 2315 34th St	4-Yard Waste 5X Week	x	x	x	x	x	
	Recycle-None						
Sacramento High 2316 34th St	6-Yard Waste 5X Week	x	x	x	x	x	
	(2) 4-Yard Recycle 3X Week	x		x		x	
Sam Brannan (MS) 5301 Elmer Way	6-Yard Waste 3X Week	x		x		x	
	4-Yard Recycle 5X Week	x	x	x	x	x	
Sequoia (ES) 3333 Rosemont Dr	4-Yard Waste 5X Week	x	x	x	x	x	
	4-Yard Recycle 2X Week		x			x	
Serna Center (Admin) 5735 47th Ave	6-Yard Waste 3X Week	x		x		x	
	4-Yard Recycle 5X Week	x	x	x	x	x	
Skills and Business Center (AS) 5451 Lemon Hill Ave	4-Yard Waste 5X Week	x	x	x	x	x	
	Recycle-None						
Susan B Anthony (ES) 7864 Detroit Blvd	4-Yard Waste 3X Week	x		x		x	
	4-Yard Recycle 1X Week					x	
Sutter (MS) 3150 I Street	4-Yard Waste 5X Week	x	x	x	x	x	
	Recycle-None						
Sutterville (ES) 4968 Monterey Way	3-Yard Waste 5X Week	x	x	x	x	x	
	4-Yard Recycle 3X Week	x		x		x	
Tahoe (ES) 3110 60th St	4-Yard Waste 3X Week	x		x		x	
	3-Yard Recycle 1X Week					x	
The Met (HS) 810 V St	3-Yard Waste 3X Week	x		x		x	
	3-Yard Recycle 2X Week	On Call					
Theodore Judah (ES) 3919 McKinley Blvd	4-Yard Waste 2X Week		x			x	
	3-Yard Recycle 2X Week		x			x	
Thomas Jefferson (ES) 2635 Chestnut Hill Dr	4-Yard Waste 3X Week	x		x		x	
	3-Yard Recycle 2X Week		x			x	
Transportation Center 3101 Redding Ave	4-Yard Waste 2X Week		x			x	
	Recycle-None						
Transportation Center 3101 Redding Ave	(2) 3-Yard Waste 2X Week		x			x	
	Recycle-None						
Washington (ES) * 520 18th St	4-Yard Waste 3X Week	x		x		x	
	4-Yard Recycle 3X Week	x		x		x	
West Campus (HS) & Mark Twain (ES) 5022 58th St	6-Yard Waste 5X Week	x	x	x	x	x	
	4-Yard Recycle 5X Week	x	x	x	x	x	
Will C Wood (MS) 6201 Lemon Hill Ave	6-Yard Waste 3X Week	x		x		x	
	(2) 3-Yard Recycle 5X Week	x	x	x	x	x	
William Land (ES) 2120 12th St	4-Yard Waste 5X Week	x	x	x	x	x	
	4-Yard Recycle 3X Week	x		x		x	
Woodbine (ES) 2500 52nd Ave	4-Yard Waste 3X Week	x		x		x	
	3-Yard Recycle 3X Week	x		x		x	

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Terms and Conditions of Proposal

The normal schedule of collections shall be arranged so that the collection at any site will be at the same hour of the day on the same day of the week in each succeeding week. Those sites that have bins in close proximity to homes must be serviced after 7:00 am. Please provide a schedule of collections within your proposal.

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

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

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

Two weeks prior to the start of the contract, contractor shall be allowed to place bins in the required locations, if needed. The contractor shall furnish covered (hinged at the rear) metal containers (bins, or metal container, or container) of the type, size, and quantity specified herein, and maintain them in a state of good repair and cleanliness. Capacity of bins is shown on the above schedule. Bidders may propose alternate sized bins provided that the total volume is met. All trash bins are to be equipped with proper four (4) swivel ball-bearing casters unless the District requests that the bins be on skids. All bins must be of a height that they work in conjunction with the Districts trash lifters. Bin design and cleanliness shall be in accordance with all applicable rules and regulations of all government agencies including the City and County of Sacramento. The Contractor will provide a locking bar, locks and keys to all bins.

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

At the end of each month, an itemized statement and two copies of invoices shall be sent directly to the Sacramento City Unified School District, Maintenance & Operations 425 1st Avenue, Sacramento, CA 95818. Invoices must show the purchase order number, the schools and sites serviced, and for each school and site, the number and dates of pick-ups per week.

Special pickups shall be invoiced and itemized individually, showing the date, location, bins picked up, applicable rate and total number of special pick-ups.

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Payment will be made monthly by the District within thirty (30) days of receipt of a proper, undisputed invoice, in accordance with the terms set forth in the contract. Deductions will be made for service missed and not made up.

The contractor will secure and pay for all necessary licenses, permits taxes, fees, and any other costs which are required by city, county, state and federal government or agencies for the performance of solid waste collection and disposal and recycling services for the District.

Subject to approval by the District Board of Education, it is anticipated that the District will award a one (1) year contract with four (4) additional one-year extension periods which shall be options exercisable at the sole and exclusive discretion of the District. Accordingly, Bidders must propose base pricing for five (5) years. Note: Annual rate adjustment for the four (4) additional one-year extension periods may not exceed the annual percentage change in the Producer Price Index (PPI) or 3%, whichever is lower.

1. INFORMATION TO BE INCLUDED WITH PROPOSAL

Bidders shall submit the following information:

- a. Cost of collection and disposal of SOLID WASTE per:
 - i. Bin and size
 - ii. Quantity of pick-ups per week
 - iii. Collection schedule
 - iii. Pricing basis for five (5) years

- b. Cost or credits, for collection and disposal of RECYCLING per:
 - i. Bin and size
 - ii. Quantity of pick-ups per week
 - iii. Collection schedule
 - iv. Pricing basis for five (5) years
 - v. Suggestions to the District for its recycling program

- c. Cost or credits, for AS NEEDED collection and disposal of 40 YARD bin for:
 - i. Solid Waste
 - ii. Green Waste
 - iii. Metal Recycling

- d. Cost or Credits, for collection and disposal of COMPOSTING per:
 - i. Bin and Size
 - ii. Quantity of pick-ups per week
 - iii. Collection schedule
 - iv. Pricing basis for 5 (5) years

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v. Suggestions to the District for its composting program.

Other Required Information:

- a. Certification of approval for solid waste collection and disposal and recycling of material.
- b. Detailed description of the proposed plan for both solid waste and recycling program, methods, and exact location of disposal or recycling center.
- c. A description of Bidder's ability to fulfill this potential contract, including information regarding past experience with similar service, equipment and facilities, quantity and qualifications of personnel, financial capacity, and other relevant information.
- d. Description of Bidder's ability and past experience in complying with all local, state and federal health and safety laws and regulations.
- e. Statement that the Bidder will comply with the following insurance requirements:
 - i. Workers' Compensation
 - ii. Employer's Liability
 - iii. Commercial General Liability – Personal Injury and Property Damage
 - iv. Commercial General Liability – Personal and Advertising Injury
 - v. Commercial Automobile Liability
 - vi. Pollution Liability

2. PROPOSALS

- a. Provide a copy of your firm's Reviewed Financial Statement.
- b. Provide one (1) original signature and three (3) bound copies of the proposal shall be provided together and submitted no later than June 19 at 2:00 p.m. Proposals shall be delivered to the attention of Purchasing Services, Sacramento City Unified School District, 3051 Redding Ave, Sacramento, CA 95820. The Bidders is responsible to ensure that its proposal is received by the District prior to the time and due date deadline and at the designated District location. Late proposals will not be accepted.

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c. The District reserves the right to accept a proposal and enter into an agreement as a result of the initial proposals received, or alternatively, it may elect to conduct negotiations with those Bidders as determined by the District, to be within an acceptable competitive range, or alternatively, to negotiate separately with any Bidders when it is determined to be in the best interest of the District. In addition, the District may request that Bidders provide a best and final offer. The District may negotiate any proposal or best and final offer at any time after the deadline for the submission of proposals.

d. The District may request to meet with the Bidder's authorized representative to request answers and clarifications or it may request that the Bidders answer specific questions in writing, or to make a presentation to the District staff or to its Board of Education.

e. The District may reject any or all proposals and may waive informalities and minor irregularities in any proposal received.

f. All questions regarding this proposal must be submitted by email by 4:00 p.m. on June 12, 2013 to dan-sanchez@scusd.edu. Questions submitted after this time or form other than stated above will not be answered. Reference "Questions - Bid # 130509" in the subject line.

3. AMENDMENTS: Bidders are advised that the District reserves the right to amend this RFP at any time. Amendments will be done formally by providing written amendments to all potential Bidders known to have received a copy of the RFP. If, in the sole and absolute discretion of the District, the change is of such nature that additional time is required for Bidders to prepare proposals, the District will change the due date deadline and notify all known Bidders in writing of the revised due date.

a. Bidders must acknowledge receipt of any and all RFP amendments. This shall be done by any one of the following means:

i. In the cover letter or proposal.

ii. By signing and returning a copy of the amendment.

b. Regardless of the delivery method employed by the Bidders, acknowledgement of receipt of amendments must be actually received by the District prior to the specified deadline for the submission of proposals. Failure to acknowledge in writing the receipt of any amendments may result in the rejection of Bidder's proposal.

4. VALIDITY OF FIRM PROPOSAL/OFFER: Each proposal/offer must be a firm irrevocable offer, and remain open and valid for District acceptance for ninety (90) days after proposal opening.

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5. SUBMIT HARD COPY PROPOSAL: Telegraphic, facsimile or electronic offers will NOT be accepted.

6. MODIFICATION OR WITHDRAWAL OF PROPOSAL: A Bidder may modify or withdraw a proposal after submission by written notice of withdrawal or by written notice of withdrawal and re-submission of a proposal provided that the proposal withdrawal is prior to the due date specified for submission of proposals.

7. LATE PROPOSALS: No proposal or proposal modification received after the time and date listed will be considered.

8. PROPOSAL EVALUATION PROCESS:

a. The District will utilize the proposal following evaluation criteria generally consisting of:

Qualifications and service capabilities	(0-25 points)
Experience and past performance	(0-20 points)
Quality of Service/Customer Service	(0-20 points)
Cost	(0-35 points)

Maximum Total Points = 100

b. A District Proposal Evaluation Committee will determine which, if any, proposal is in the District's overall best interest to accept. Using the established criteria, the committee members will utilize a scale of 100 points to score the proposals. During the evaluation process, the District may request proposal clarifications, explanations and answers, best and final offers, interviews, and other information from a Bidder. The District may request a Bidder to make a presentation and make itself available for an interview.

c. Subject to approval by the Board of Education, it is anticipated that a contract will be made with the Bidders whose proposal is determined by the District to be in the overall best interest of the District by applying the evaluation criteria established in this RFP.

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INFORMATION REQUIRED OF BIDDERS

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

If the same information is provided elsewhere in your proposal materials, then please clearly identify such information in response to any of the following questions.

Please be advised that the District may request verbal or written clarifications or additional information or an interview or presentation at any time.

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GENERAL INFORMATION

(1) Firm name, address and contact information:

(2) Telephone: _____ Facsimile: _____

E-Mail Address: _____

Website Address: _____

(3) Type of firm: (check one)

____ Individual Partnership Corporation

____ Subsidiary Government Entity

(4) Names and titles of all principals/officers of the firm (use additional sheet if needed):

Name _____

Title _____

Phone Number _____

(5) Please list any applicable certifications and licenses and the associated numbers:

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(6) Have you or any of your principals ever conducted similar services under a different name or certification or different license number? _____

If Yes, give firm name, address and certification or license number.

(i) Name _____

(ii) Address _____

(iii) License No. (if any) _____

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

(8) How many years of experience does your firm have providing similar services?
_____.

(9) To how many public agencies has your firm provided similar services?
_____.

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

(11) Please attach a short history of the firm including whether it is local, a subsidiary (partially or wholly owned by another entity), national, or international as well as approximate number of employees. Also provide the number of firm offices and locations.

(12) Please attach a copy of your firm's most recent reviewed financial statement or other financial instruments that would establish your firm's ability to complete its obligations under any agreement resulting from this RFP.

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(13) Please attach or list below why your firm should be selected by the District to provide the solicited services.

(14) Have you or any of your principals been in litigation or arbitration of any kind on a question or questions relating to similar services involving a school or community college district during the prior five (5) years? _____.

(a) If Yes, provide the name of the public agency and briefly detail the dispute:

(15) Have you had a services agreement terminated for convenience or default in the prior five (5) years? _____.

(a) If Yes, provide details including the name of the other party:

(16) Is your firm, owners, and/or any principal or manager involved in or is your firm aware of any pending litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment? _____.

(a) If Yes, provide details:

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(17) Is your firm, owners, and/or any principals or managers involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state or federal agency? _____.

(a) If Yes, provide details:

(18) Does your firm maintain errors and omissions coverage? _____.

If so, please provide a current copy of the declaration page showing the maximum liability or policy value.

(19) Will your firm comply with all District, local, State and Federal legal requirements, policies, rules and regulations and laws? _____.

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ADDITIONAL INFORMATION

Please provide any other information that may assist the District in ascertaining your qualifications, capability and customer service under any resultant agreement.

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REFERENCES

Have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of the District? Identify any conflict of interest in (a):

(a) Please elaborate and discuss any potential, apparent or actual conflict of interest:

Each firm must include the following references:

(a) List at least four (4) clients for whom you have provided similar services. Show the names, addresses, and current telephone numbers of the persons who may be contacted. Information obtained through the references will be evaluated by the District. The Bidders recognizes that to ensure the effectiveness of the information review process, references must be able to speak frankly and openly. Bidders, therefore, releases the organizations and individuals listed in this form from any claim or liability, because of responses given to requests for information by the District regarding the Bidders or the Bidder's performance of work.

Name	Address	Phone Number
<hr/>	<hr/>	<hr/>
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I certify and declare under penalty of perjury under the laws of the State of California that the foregoing "Information Required of Bidder", is true and correct.

Signature

Print Name

Title

Dated

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

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

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

Date

Name of Vendor

Printed name of Authorized Company Representative

Signature of Authorized Company Representative

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SCHOOL DISTRICT CALENDAR AND SCHEDULE

DATE	Closed School & Offices	Comments
July 4 th	All Schools, Offices	4 th of July
September 2 nd	All Schools, Offices	Labor Day
November 11 th	All Schools, Offices	Veteran's Day
November 25 th – 29 th	All Schools, Offices	Thanksgiving Break
December 23 rd - January 3 rd	All Schools, Offices	Winter Break
January 20 th	All Schools, Offices	MLK Jr. Holiday
February 10 th	All Schools, Offices	Lincoln's Day
February 17 th	All Schools, Offices	President's Day
April 14 th – 18 th	All Schools, Except High Schools	Spring Break
April 17 th – 18 th	All High Schools, offices	Spring Break
May 26 th	All Schools, Offices	Memorial Day

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FEE SCHEDULE FOR WASTE AND RECYCLING SERVICES

(Submit price schedule here
Attach additional sheets if necessary)

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WORKERS' 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 employee.

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

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(Contractor Name)

By _____

(Signature of Authorized Signor)

(Title of Signor)

By _____

(Signature of Authorized Signor)

(Title of Signor)

(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 District prior to performing any work under this contract.)

NOTE: If contractor is a corporation, the legal name of the corporation shall be set forth above together with the signature(s) of the authorized officers or agents as more particularly described in section 20 of this Solid Waste and Recycling Services Agreement; and if contractor is a partnership or joint venture, the true name of the firm shall be set forth above together with the signature of the individual or individuals authorized to sign contracts on behalf of and bind the partnership or joint venture.

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FINGERPRINTING CERTIFICATION

To the Governing Board of the Sacramento City Unified School District

I _____, acknowledge and certify as follows:
(Name of Contractor)

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks ("Notice") (Education Code section 45125.1) required by the passage of AB 1610, 1612, and 2102.
2. Due to the nature of the work to be performed, my employees and volunteers may have contact with students of the District.
3. My employees and volunteers who may have contact with District students must complete background checks with the California Department of Justice (DOJ).
4. None of the employees or volunteers who will be performing the work has been convicted of a violent or serious felony as defined in the Notice and in Penal Code sections 667.5 and 1192.7. This determination was made by a background check through the DOJ.

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

Executed at _____, California, on ____/____/____

Typed or printed name

Address

Title

Telephone Number

Signature

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NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK

(EDUCATION CODE SECTION 45125.1)

Education Code Section 45125.1 provides 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 non-inmate; 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.

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SOLID WASTE AND RECYCLING SERVICES AGREEMENT

THIS SOLID WASTE AND RECYCLING SERVICES AGREEMENT (the "Agreement"), made effective on _____ 2013, in the County of Sacramento, State of California, by and between the SACRAMENTO CITY UNIFIED SCHOOL DISTRICT, hereinafter referred to as "DISTRICT" and _____, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

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

1. This Contract is entered into pursuant to a competitive Request for Proposals (RFP) process under District issued RFP # 130509 as amended.
2. Contract: The complete contract includes all of the contract documents, including the Request for Proposal and the attachments thereto, Workers' Compensation Certificate, Fingerprinting Certificate, Insurance Policies, Scope of Work, this Agreement, and all modifications and amendments thereto, and by this reference are incorporated herein. The contract documents are complementary, and what is called for by any one shall be as binding as if called for by all.
3. Terms and Conditions of Work:
 - a. CONTRACTOR agrees to collect, haul away and to properly dispose of all trash and recycling materials, as needed, from the locations specified in the Request for Proposal, in accordance with the specifications and subject to the terms and conditions set forth in the contract documents.
 - b. CONTRACTOR agrees to furnish covered (hinged at the rear) metal, leak-proof containers (bins) of the type, size, and quantity specified in the Request for Proposal, and to maintain them in a state of good repair and cleanliness, in accordance with all applicable laws and rules and regulations of all government agencies, including the County of Sacramento.
 - c. CONTRACTOR hereby agrees to steam clean, disinfect and deodorize the bins as often as necessary, but not less than once per year, to maintain them in a sanitary condition. CONTRACTOR also agrees to provide bin covers, replace lock bars and replace bins DISTRICT considers unsafe or unsanitary, within twenty-four (24) hours of DISTRICT's request.
 - d. CONTRACTOR shall perform the bin pick-ups under the Agreement during periods which would minimize any potential disruption or interference with any school activities. Collection at any site shall be at the same hour of the day on the same day of

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the week in each succeeding week, based on DISTRICT school calendar and schedule and as specified in Exhibit "A" herein.

e. DISTRICT will notify CONTRACTOR of DISTRICT's off-track schedule when pick-ups will be performed on an "as needed" basis.

f. In providing the services under the Agreement, including the equipment to be used and the operation thereof, CONTRACTOR agrees to fully comply with DISTRICT, City and County of Sacramento policies and regulations, all State of California and Federal laws, the rules and regulations of the California Highway Patrol, and other applicable ordinances.

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

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

4. Term: The Agreement shall be for an initial one (1) year term followed by four (4) one-year option terms, exercisable at the sole discretion of DISTRICT, for a maximum term of five (5) years, under the same terms and conditions, except for revisions to the fees as provided herein. The initial term of the Agreement shall commence on September 1, 2013 and, unless sooner terminated as specified herein, shall end on August 31, 2014. If DISTRICT decides to exercise one or more of the one-year option terms, such option shall be exercised by DISTRICT's issuance of a written extension thirty (30) days prior to the expiration of the initial term or expiration of the one-year option term, as applicable.

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

6. Rates:

a. The fee schedule for waste and recycling services under this Agreement shall be as specified "Fee Schedule for Waste and Recycling Services" submitted with this proposal

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

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8. Invoice Statement and Payment:

a. At the end of each month, CONTRACTOR shall submit to DISTRICT's Maintenance & Operations, 425 1st Avenue, Sacramento, CA 95818:

- i. An itemized and detailed statement specifying the schools and sites serviced and the number and dates of pick-ups per week; and
- ii. Two (2) copies of each itemized and detailed invoice for each school and site specifying the applicable District purchase order number.

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

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

- i. Deductions for pick-up service missed and not made up by CONTRACTOR within twenty-four (24) hours of the scheduled pick-up time;
- ii. Adjustments for reductions or increases in the number of pick-ups for each bin as amended by DISTRICT with 24-hour notice to CONTRACTOR;
- iii. Proration's for pick-ups during the off-track schedule; and
- iv. Additional on demand services (40 yard roll offs).

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

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

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11. Insurance:

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

i. Comprehensive General Liability Insurance with respect to the services provided under this Agreement with coverage of not less than Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) in the aggregate. The insurance certificate shall name DISTRICT as an additional insured.

ii. Automobile insurance and liability insurance for death, bodily injury and property damage with coverage of not less than Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) in the aggregate.

iii. Worker's compensation insurance for CONTRACTOR's employees and agents as required by law. Concurrent with this Agreement, CONTRACTOR shall also submit to DISTRICT a fully-executed Workers' Compensation Certificate in the form included.

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

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

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judgment that may be rendered against DISTRICT, its Board of Education, officers, employees or agents in any such action, suit or other proceedings as a result thereof.

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

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

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

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

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

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

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CONTRACTOR: _____

DISTRICT: Sacramento City Unified School District
Attn: Purchasing Department
3051 Redding Ave
Sacramento, CA 95820

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

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

20. Signature: This Agreement must be signed in the name of CONTRACTOR and must bear the signature of the person or persons duly authorized to sign the Agreement. If CONTRACTOR is a corporation, the legal name of the corporation shall first be set forth, together with either: (1) two signatures: one from among the chairman of the board, president or any vice president (collectively, the "Operational Officers") and one from among the secretary, any assistant secretary, chief financial officer, or any assistant treasurer (collectively, the "Financial Officials"); or (2) one signature, provided that the corporate officer holds at least one office as an Operational Officer and one office as a Financial Officer for the corporation; or (3) one signature of an officer or agent, provided that a properly executed corporate resolution authorizing such person to sign on behalf of and bind the corporation is submitted with the Agreement. Such document shall include the title of the signatory below the signature and shall bear the corporate seal. If CONTRACTOR is a joint venture or partnership, there shall be submitted with the Agreement, certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and the individual who shall act in all matters relative to the Agreement for the joint venture or partnership.

Sacramento City Unified School District
Request for Proposal # 130509
Solid Waste Disposal and Recycling Services

21. Governing Law: This Agreement shall be construed in accordance with the laws of the state of California.

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

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

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

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

District:

Contractor:

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

By: _____

By: _____

Name: Ken A. Forrest, CBO

Name: _____

Title: Chief Business Officer

Title: _____

Date: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Attachments - District School Calendar and Schedule
Fee Schedule for Waste and Recycling Services
Workers' Compensation Certificate
Fingerprinting Certification