

# Request for Qualifications and Proposals (RFQ/P)

# SOLID WASTE HANDLING AND RECYCLING & COMPOSTING SERVICES

# RFQ/P #23-0622-2

Responses Due: May 24, 2023

No later than 2:00:00 PM

**Sacramento City Unified School District** 

# **Purchasing Services**

# 5735 47<sup>th</sup> Ave.

## Sacramento, CA. 95824

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT RFQ/P #23-0622-2 Solid Waste Handing and Recycling and Composting Services



Sacramento City Unified School District

Purchasing Services 5735 47th Ave, Sacramento, CA 95824 T: 916-643-9465

## **Bidder Information Sheet**

## If you downloaded this RFP/Q from our website, email this sheet to Purchasing Services to be added to our bidders list.

Attention:Robert Aldama, Purchasing ManagerEmail:Robert-Aldama@scusd.edu

Re: RFQ/P #23-0622-2 Solid Waste Handling and Recycling & Composting Services

Sacramento City Unified School District Bids/Proposals are available on-line. It is the responsibility of Respondents to email this sheet to Purchasing Services to ensure firm is added to Bidders list to receive Addenda to this RFQ/P.

Name: _	 
Title: _	 
Organization: _	 
Street Address:	 
City: _	
Work Phone: _	 
Fax: _	 
Email: _	 

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT RFQ/P #23-0622-2 Solid Waste Handing and Recycling and Composting Services

#### NOTICE TO BIDDERS

The Sacramento City Unified School District ("District") is requesting proposals from experienced firms, partnerships, corporations, associations, qualified persons of organizations ("Contractors") to provide to the District solid waste handling services that includes landfill, recycle and compost services, direct support to assist our schools sorting program preparation, education and implementation of an integrated waste management service that will partner with us in our desire to meet zero waste goals and reduce our overall environmental impact.

The Request for Qualifications and Proposal ("RFQ/P"), which includes instructions for its completion, is enclosed for your consideration. Respondents to this RFQ/P shall submit a completed Statement of Qualifications ("SOQ") along with Fee Proposal (collectively "RFQ/P Packet"). Respondents must mail or deliver one (1) unbound original, three (3) bound copies and a PDF version on a flash drive of requested materials to:

#### Sacramento City Unified School District Attn: Purchasing Services 5735 47<sup>th</sup> Avenue Sacramento, CA. 95824 RE: RFQ/P #23-0622-2

#### ALL RESPONSES ARE DUE MAY 24th by 2:00:00 P.M.

Oral, telegraphic, facsimile, telephone or email RFQ/P Packets will not be accepted. RFQ/P Packets received after this date and time will not be accepted and returned unopened. The District reserves the right to waive any informalities or irregularities in the RFQ/P Packets. The District also reserves the right to reject any and all RFQ/P Packets and to negotiate contract terms with one or more Respondents.

#### Addenda

The District may modify the RFP/Q, any of the submittal dates, or any of its contents or attachments, prior to the date fixed for submission of proposal by issuance of addendum to all parties who have been furnished the RFP/Q for bidding purposes. Addenda will be number consecutively.

#### The respondent shall acknowledge receipt of an amendment in its proposal.

The successful bidder will be required to certify that it either meets the Disabled Veterans Business Enterprise ("DVBE") goal of three percent (3%) participation or made a good faith effort to solicit DVBE participation if it is awarded the contract.

If you have any questions regarding this RFQ/P, please email Robert Aldama, Purchasing Manager at <u>Robert-aldama@scusd.edu</u> and cc: Nathaniel Browning, Director of Facilities and Resource Management at <u>Nathaniel-browning@scusd.edu</u>, Chamberlain Segrest, Environmental Sustainability Manager at <u>chamberlain-segrest@scusd.edu</u>

## TABLE OF CONTENTS

#### Page No.

Bidder Information Sheet1
Notice to Bidders2
Table of Contents4
Bidder's Checklist5
RFQ/P Schedule Summary6
Scope of Work7
Scope of Requirements9
Statement of Qualifications11
Solid Waste Management Program Requirements14
Evaluation Criteria
ATTACHMENT A, Fee Proposal Sheet19
ATTACHMENT B, Site Locations21
ATTACHMENT C, Service Locations25
ATTACHMENT D, Solid Waste and Recycling Services Agreement
ATTACHMENT E, Fingerprinting Certification47
Non-Collusion Declaration
Terms and Conditions

## **BIDDER'S CHECKLIST**

Company Name: \_\_\_\_\_

Required items to submit with proposal:

Bidder's Checklist (this form)

Acknowledgement of Addenda (signed copies)

Statement of Qualifications (as outlined on pages 11-13)

- Letter of Interest
- Comprehensive Narrative

Fee Proposal

Non-Collusion Declaration

**Fingerprinting Certification** 

#### **RFQ/P SCHEDULE SUMMARY**

DATE	ACTION ITEM	TIME
April 26, 2023	Publish and advertise RFQ/P #23-0622-2	
May 10, 2023	Last day to receive written questions from Respondents	2:00 pm
May 17, 2023	Last day for District to issue addenda to answer questions / clarifications	2:00 pm
May 24, 2023	Deadline for submissions in response to RFQ/P #23-0413	2:00 pm
May 30, 2023	Notice of Intent to Award / Regrets (anticipated)	
June 22, 2023	Anticipated Board of Education approval of contract	
June 26, 2023	Anticipated Notice to Proceed issued to awarded Respondent	

#### [REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT RFQ/P #23-0622-2 Solid Waste Handing and Recycling and Composting Services

#### INTRODUCTION

The Sacramento City Unified School District ("District") is a California public school district serving approximately 47,000 students on 75 campuses, spanning 70 square miles. The purpose of this Request for Qualifications and Proposals (RFQ/P), is to solicit proposals from a solid waste management company that provide the District with all the services necessary to collect and process the District's solid waste (including at minimum, garbage, compostable and commingled recyclables). The District intends to select one contractor through this RFQ/P process that are believed to be able to provide the best value to the District. The selected Contractor will manage a comprehensive Solid Waste Management Program ("SWMP") that assists the District implementing waste management best practices to promote source reduction, recycling, composting, and environmentally-safe transformation and environmentally safe land disposal. The successful Contractor shall also make recommendations to the District on procedures to implement to attain this objective. The District's expense for solid waste services in FY2021-22 was \$462,750.

#### SCOPE OF SERVICES

- 1. Collection (in frequency sufficient to serve the needs of the District as determined in conjunction with the District) and appropriate disposal of non-hazardous solid waste.
- 2. Collection of compostable that is weekly or more frequent depending on site needs.
- 3. Collection, weekly or more frequent depending on site needs (and processing or delivery to a processor) of commingled recyclables (Fiber: newspaper, junk mail, magazines, cardboard etc. Containers: glass bottles, aluminum, bi-metal and steel cans, #1 & #2 plastic bottles).
- 4. Landfill, compostable and recyclables are to be collected from all District sites including, without limitation, the District's schools, administrative office, maintenance facilities, warehouse, nutrition services departments/kitchens and other facilities in the district.
- 5. All solid waste removed from campus shall be sent to a properly permitted disposal facility in accordance with all federal, state, and local waste laws.
- 6. All comingled recyclables collected shall be diverted from the landfill and sent to a properly permitted recycling broker or recycling mill in accordance with all federal, state, and local recycle laws.
- 7. All green waste and compostable removed from campus shall be diverted from the landfill to a properly permitted composting facility in accordance with all federal, state, and local organics laws.

- 8. Provision by the Contractor of **front-loading metal bins with lockable lids and drain plugs** for the consolidation of non-hazardous solid waste – to be provided in size, type (wheeled/non-wheeled) and number appropriate for each site.
- 9. Provisions to provide roll-off boxes as needed upon request at various site locations. Covers may be required.
- 10. Contractor will repair or replace, at no cost to the District, any container used for service collection that is lost, broken or deemed unacceptable by the District's Facilities Operations Specialist/Management. Requested repairs or replacement must be completed within (5) business days.
- 11. Contractor will clean all containers at the minimum once per year or as requested by District's Facilities Operations Specialist/Management. Bins will be cleaned offsite.
- 12. The Contractor shall be responsible to report waste diversion data for individual sites as well as District wide details. The data provided will be customized to suit the needs of the District. This information shall be recorded in an excel spreadsheet and emailed to the District's Sustainability Manager as coordinated at <u>chamberlain-segrest@scusd.edu</u>
- 13. The Contractor shall provide the District with a list of all recycling mills, recycling brokers, and composting facilities that handle each of the different recycled and compostable materials (streams). The list is to be kept current with contact information and locations. The District reserves the right to audit the process and ensure that the service is functioning and operating as defined in the scope of work. This information shall be recorded in an excel spreadsheet and emailed to the District's Sustainability Manager at <u>chamberlain-segrest@scusd.edu</u> upon request.
- 14. Provision by Contractor of a dedicated Customer Service Representative who is the main liaison to the District and who is authorized to visit sites, change service levels with consent of District's Facilities Operations Specialists/Management, address customer service problems, provide feedback for best waste diversion practices, etc.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT RFQ/P #23-0622-2 Solid Waste Handing and Recycling and Composting Services

#### SCOPE OF REQUIREMENTS

It is anticipated that the Scope of Requirements for this Contract will include but not be limited to the following:

#### 1. Types of Waste

The successful Respondent will manage all waste streams from the District's sites listed in **Attachment B.** All District sites and schools are to have landfill, recycle and compost collection that best suits the particular site.

#### 2. District Sites

The District requires service at all the locations listed in **Attachment B.** Additional schools and/or additional Facilities may be constructed or stop receiving service during the period of Contractor's service, at the District's sole discretion. **Attachment C** is intended to provide Respondents with the District's best available information on current service levels. The information included may not describe optimal service levels at the site(s).

#### 3. Damages

Any damages to District property caused as a result of this contract shall be reported to Facilities Management within 24 hours of the incident. Facilities Management will assess the damages and manage the repair process to the satisfaction of the District with the Contractor bearing all costs of such repairs.

#### 4. Period of Performance

The District is looking for a strategic long-term partner and understands many resource efficiency initiatives will take time to develop. As such, the District intends to enter a contract for a minimum period of three (3) years with two (2) one-year renewal options {maximum five (5) years total}.

#### 5. Pupil Safety

The successful Contractor is required to comply with California Education Code 45125.1. Any employee who interacts with pupils, outside of the immediate supervision, and control of the pupil's parent, guardian or school employee, request a Dept. of Justice (DOJ) fingerprint check, receive the DOJ report and certify to the District that no such employees have been convicted of a felony as defined in 45122.1 prior to commencement of services. Each Respondent shall complete and submit with Proposal, the **Fingerprinting Certification** attached to the RFQ/P on **Attachment E**.

#### 6. Insurance

The Contractor shall maintain at all times it performs any portion of the services, the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	
Automobile Liability Insurance - Any Auto	
Each Occurrence General Aggregate	\$ 1,000,000
	\$ 1,000,000
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

**Commercial General Liability and Automobile Liability Insurance**. Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.

**Workers' Compensation and Employers' Liability Insurance**. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

**Proof of Carriage of Insurance**. The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

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

Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

An endorsement stating that the District and its Board of Education, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT RFQ/P #23-0622-2 Solid Waste Handing and Recycling and Composting Services

primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

**Acceptability of Insurers**. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

#### STATEMENT OF QUALIFICATIONS

#### 1. General Information / Instructions – Statement of Qualifications

- **1.1.** The District is inviting Statements of Qualifications and Pricing Proposals for Solid Waste Handling & Recycling Services which shall require coordination, administration, consulting and advice, and related services.
- **1.2.** The District seeks to identify teams with a record of excellence in efficient planning and service delivery. The firms must have extensive experience related to Solid Waste Handling & Recycling Services.
- **1.3.** The Statement of Qualifications must contain all requested information about the firm and must be on no larger than 8 1/2 x 11 paper and no more than <u>fifteen</u> (15) printed pages in length. Documents included in the Appendix will not count against the page limit. Statement of Qualifications should be complete and prepared to provide an insightful, straightforward, and concise overview of the capabilities of firm.

#### 2. Content – Statement of Qualifications

2.1. Letter of Interest - A dated Letter of Interest must be submitted, including the legal name of the firm(s), address, telephone and fax numbers, and the name, title, and signature of the person(s) authorized to submit the Statement of Qualifications on behalf of the firm. The Letter of Interest should provide a brief statement of firm's experience indicating the unique background and qualities of the firm, its personnel, and its sub-consultants, and what will make the firm a good fit for work in the District. The letter shall also include the following statements:

"[RESPONDENT'S NAME] received a copy of the District's Agreement attached as **Attachment D** to the RFQ/P. [RESPONDENT'S NAME] has reviewed the indemnity provisions in **Attachment D** and insurance requirements contained in the Agreement. If given the opportunity to contract with the District, [RESPONDENT'S NAME] has no objections to the use of the Agreement."

Respondent shall certify that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s),

nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.

- **2.2. Table of Contents** A table of contents of the material contained in the Statement of Qualifications should follow the Letter of Interest.
- **2.3.** Firm Information Provide a comprehensive narrative of the services offered by firm. The narrative should include all of the following:
  - A. A preliminary operations plan for a Solid Waste Management Program ("SWMP") that responds to the needs outlined in the scope of this RFQ/P. Provide a preliminary operations plan that outlines the approach and methods for addressing the District solid waste management needs. The District understands that data in this RFQ/P is limited and that the successful Respondent will refine its plan as it becomes more familiar with individual facilities. The operations plan in the Proposal should provide a methodology, labor, equipment, and specific opportunities for improvement in managing District waste streams. Also include an approach for program transition and a tentative schedule for implementing ideas proposed to meet the SWMP goals.

#### i. Waste Handling

- 1. The Contractor shall arrange transportation, scheduling, and disposal of all non-recyclables from District facilities.
- 2. Explain how existing disposal service levels might change as recycling and composting increases (from an operational and financial standpoint).
- 3. Describe how servicing of all types of containers provided will be tracked to ensure service happens at scheduled days, drivers to service containers as needed to cover safety concerns, and containers returned as specified.
- 4. Identify and provide contact information for disposal site(s) proposed for use.
- 5. The Contractor must keep detailed records for each load destined for a landfill and segregate transport fees from disposal fees. Describe how District waste that is transported to a landfill will be estimated and measured. The District does desire to obtain reliable data on how much garbage, recyclables and compostable are generated by the District.
- 6. Describe how the containers will have signage and color-coding to align with standardized colors of grey/black for landfill, blue for recycle and green for compost to identify the different streams.

#### ii. Process for Continuous Improvement

1. Explain the process to provide continuous improvement over the term of the contract (audits, outreach and communications, etc).

#### iii. Data Information Systems

- 1. Describe the systems for tracking tons disposed, recyclables and compostable sent for processing; tracking service needs (requests for and completion of bin exchanges, wheel fixes, etc.)
- 2. Provide an example that would be provided to show school site and districtwide diversion data.
- 3. Provide an example of Billing Format

#### iv. Waste Composition

- 1. Describe the approach used to measure or estimate the composition of District waste streams.
- 2. Identify the data information management tools that will be used to track District waste streams.
- B. A narrative presenting the Respondent's background including:
  - 1. A description of the background and experience of key personnel to be assigned to the successful execution of the District SWMP.
  - 2. Describe the environmental and safety programs that apply to managing risks associated with the proposed services. Discuss the regulatory expertise of the staff that would be assigned to the District's SWMP.
  - 3. A list of all public sector clients to which the Respondent has provided solid waste management services over the past two (2) years;
  - 4. Three public sector references;
  - 5. Three private sector references;
  - Detailed information validating the financial stability of the Respondent including a description of the Respondent's ability to secure (either by purchase or lease) the equipment necessary to successfully operate the District SWMP;
  - 7. A description of the Respondent's current vehicle fleet that could be assigned to the District SWMP;

8. A description of all pending legal disputes including matters in litigation, mediation, arbitration, and/or at trial.

#### 2.4. Fee Proposal

Prepare the pricing proposal for the requested services with the expectation of a three (3) year contract with two (2) one-year extension options. The extension options are at the sole discretion of the District. The financial portion of the proposal may be submitted on the form provided in **Attachment A**.

#### SOLID WASTE MANAGEMENT PROGRAM REQUIREMENTS

#### 1. Management and Business Systems

Dedicate an on-call Customer Service Representative to support and attend meetings/calls as requested to support the SWMP regarding daily issues and/or concerns.

#### 2. Environmental and Safety Issues

The successful Contractor must comply with all applicable regulations and District policies governing the recycling, composting, storage, transportation, and disposal of waste streams. Lack of knowledge of the Respondent shall in no way be a cause for relief from responsibility nor shall it constitute a cognizable defense against the legal effects thereof.

Drivers will service and return all provided bins as they have been found.

Drivers will lock gates after providing service to ensure the safety of our students and school community.

#### 3. **Operating Hours/Times**

Pickup of bins, located on schoolyards, shall be as early as possible in the morning, but shall follow all appropriate noise ordinances, and be completed by the end of that scheduled day; unless otherwise authorized by the District. This will assure the learning process is not disrupted and the safety of our students and school community.

#### 4. **Operations Plan**

The existing levels of service for each District site are included in **Attachment C**. Respondents can base their operations plan on existing levels of service.

The Operations Plan should specifically address the management of wastes in the following areas:

#### 5. Waste Reduction

- 1. Recycling includes but is not limited to paper, cardboard, beverage containers, plastics and organic cafeteria waste.
- 2. Compost is organic materials that include food scraps, soiled paper and paper towels.
- 3. The Contractor will be responsible for plans to source separate, collect, process, segregate, store, weigh and keep records for all recyclable and compostable materials in District waste streams.
- 4. The Contractor will also be responsible for arranging collection, processing and transportation for recycled and compostable material and identifying and aggressively pursue the best markets for these resources.
- 5. Identify opportunities to reduce waste quantities disposed through recycling and composting programs.
- 6. Provide assistance to our schools and sites to increase diversion rates that will be aimed to achieve our diversion goal.
- 7. Provide recommendations to our existing program for how to improve on design and implementation of source separation while not increasing overall operational costs.
- 8. Provide recommendations on sorting and identifying contaminants when found.

#### **EVALUATION CRITERIA**

All proposals shall be reviewed to verify that the Respondent has met the minimum requirements. Respondents that have not complied with the requirements, or do not meet minimum content and qualify standards may be eliminated from further consideration at the discretion of the District.

The purpose of this RFQ/P is to enable the District to select the proposal that represents the best value to the District. The term "best value" refers to the best combination of price, qualifications, and experience according to the evaluation criteria.

Upon receipt of proposals, the District's evaluation committee, composed of key District officials, will review each response to the RFQ/P. Proposals will remain confidential until the evaluation committee has reviewed all proposals submitted and the District has announced a notice of intent to award a contract.

Proposals will be evaluated based on the criteria listed in the table in "Exhibit A".

#### Weighted Scores

This RFQ/P will be evaluated using the weighted scoring below. Based upon how well the Respondent's proposal addressed each criterion, the evaluator assigns a score of 0-10 and then multiplies the points by the designated weight to get the total weighted score for the item.

Criteria (1)	0-10 Score (2)	Weight (3)	Weighted Score (2x3)
Sustainability of SWMP		15	
Overall Preliminary Ops Plan		15	
Experience with "Compostable" programs		10	
Ability to provide waste diversion data report		15	
Provides a qualified Account Manager, and Service Call Center		15	
Ability to provide bin maintenance		10	
Fleet assigned to District's SWMP		10	
*Cost		10	

#### "Exhibit A"

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT RFQ/P #23-0622-2 Solid Waste Handing and Recycling and Composting Services

	*MAX SCORE FOR COST 30		
Total Weighted Points		100	

(Maximum Possible Score =100)

(Maximum Possible Weighted Score = 1200)

#### <u>\*Cost/Pricing</u> Points: 30

Cost scores will be awarded based 30 points. The maximum points allowed will be given to the lowest total cost response. All other proposals will be scored with the following formula:

Lowest Proposal x 30 = Points Awarded

Example: Lowest bid	\$100.00 = 30 Points
Second lowest bid	\$125.00 = 24 Points (see below for calculation)
Third lowest bid	\$168.00 = 18 Points (see below for calculation)

Second lowest bid example <u>100</u> = .80 x 30 = 24 (Points) 125

Third lowest bid example  $\frac{100}{168}$  = .60 x 30 = 18 (Points)

#### AWARD OF CONTRACT

The contract shall be awarded to the Responder with the highest weighted score. In the event of a tie (more than one Responder have the same highest best value score), the District may award the contract to the Responder of choice.

If the Responder to which the Board awards the contract refuses to execute the contract, the Board may revoke the award to that Responder and award to the Responder that submitted the next highest ranked proposal.

#### Questions, Interpretations, or Clarifications

Questions related to this RFP/Q shall be submitted in writing and emailed to Robert Aldama, Purchasing Manager, at <u>Robert-Aldama@scusd.edu</u> no later than **2:00 p.m. on Wednesday**, **May 10, 2023**.

Specify "Question-RFQ/P 23-0622-2" in the subject line. Responses to all questions received will be posted on the District's website, <u>www.scusd.edu/purchasing-bidrfprfq-announcements</u>, as an addendum, no later than Wednesday, May 17, 2023.

Bidders are responsible for checking the website periodically for any updates or revisions to the RFQ/P.

#### **BID PROTEST**

Any bid protest by any bidder regarding any other bid must be submitted in writing to the District, before 5:00 p.m. of the **THIRD** (3<sup>rd</sup>) business day following the Notice of Intent to Award Contract is posted.

- a. Only a Bidder who has actually submitted a bid, and who could be awarded the contract if the bid protest is upheld, is eligible to submit bid protests.
- b. A bid protest must contain a complete statement of any and all bases for the protest and all supporting documentation. Materials submitted after the bid protest deadline will not be considered.
- c. The protest must include the name, address and telephone number of the person representing the protesting party.
- d. The District's Purchasing Manager shall have (5) days after receipt of protest to respond to Protestant.

#### ATTACHMENT A

Fee Proposal

Fee Proposal should be based on the estimated service schedule in Attachment A to this RFQ/P.

Proposing Firm Name: \_\_\_\_\_

Trash Per	1 x Month	2 x Month	3 x Month	4 x Month	5 x Month	
Pickup		- /				
2 Yard						
3 Yard						
4 Yard						
5 Yard						
6 Yard						
8 Yard						
Recycle Per Pickup	1 x Month	2 x Month	3 x Month	4 x Month	5 x Month	
2 Yard						
3 Yard						
4 Yard						
5 Yard						
6 Yard						
8 Yard						
Organic Waste Per Pickup	1 x Month	2 x Month	3 x Month	4 x Month	5 x Month	
32 Gal						
64 Gal						
2 Yard						
3 Yard						
4 Yard						
10 Yard Roll Off Per Haul	1 x Month	2 x Month	3 x Month	4 x Month	5 x Month	Rebate? Yes/No
20 Yard Roll Off Per Haul	1 x Month	2 x Month	3 x Month	4 x Month	5 x Month	Rebate? Yes/No
Solid Waste						
Metal						
Green						
Waste						
Wood						
Recycle						
C&D						
Recycling						

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT RFQ/P #23-0622-2 Solid Waste Handing and Recycling and Composting Services

E-Waste						
Cardboard						
Mix						
Recycling						
, ,						
30 Yard	1 x Month	2 x Month	3 x Month	4 x Month	5 x Month	Rebate?
Roll Off Per						Yes/No
Haul						
Solid Waste						
Metal						
Green						
Waste						
Wood						
Recycle						
C&D						
Recycling						
E-Waste						
Cardboard						
Mix						
Recycling						
j _ U						
40 Yard	1 x Month	2 x Month	3 x Month	4 x Month	5 x Month	Rebate?
Roll Off Per						
						Yes/No
Haul						Yes/No
						Yes/No
Haul Solid Waste Metal						Yes/No
Solid Waste						Yes/No
Solid Waste Metal						Yes/No
Solid Waste Metal Green						Yes/No
Solid Waste Metal Green Waste Wood						Yes/No
Solid Waste Metal Green Waste						Yes/No
Solid Waste Metal Green Waste Wood Recycle						Yes/No
Solid Waste Metal Green Waste Wood Recycle C&D						Yes/No
Solid Waste Metal Green Waste Wood Recycle C&D Recycling E-Waste Cardboard						Yes/No
Solid Waste Metal Green Waste Wood Recycle C&D Recycling E-Waste						Yes/No
Solid Waste Metal Green Waste Wood Recycle C&D Recycling E-Waste Cardboard						Yes/No
Solid Waste Metal Green Waste Wood Recycle C&D Recycling E-Waste Cardboard Mix						Yes/No
Solid Waste Metal Green Waste Wood Recycle C&D Recycling E-Waste Cardboard Mix						Yes/No
Solid Waste Metal Green Waste Wood Recycle C&D Recycling E-Waste Cardboard Mix						Yes/No

Proposing Firm Signature: \_\_\_\_\_

Signature Name: \_\_\_\_\_

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT RFQ/P #23-0622-2 Solid Waste Handing and Recycling and Composting Services

Signature Title:

#### ATTACHMENT B SERVICE LOCATIONS

District Office - Serna Center	5735 47th Avenue	Sacramento	CA	95824
A. M. Winn Elementary	3351 Explorer Drive	Sacramento	CA	95827
A.W. McClaskey Adult Center	5241 J Street	Sacramento	CA	95819
Abraham Lincoln Elementary	3324 Glenmoor Drive	Sacramento	CA	95827
Albert Einstein Middle	9325 Mirandy Drive	Sacramento	CA	95826
Alice Birney Public Waldorf	6251 13th Street	Sacramento	CA	95831
American Legion High School	3801 Broadway	Sacramento	CA	95817
Arthur A. Benjamin Health Professionals High	451 McClatchy Way	Sacramento	CA	95818
Bowling Green Charter Chacon	6807 Franklin Blvd.	Sacramento	CA	95823
Bowling Green Charter McCoy	4211 Turnbridge Drive	Sacramento	CA	95823
Bret Harte Elementary	2751 9th Avenue	Sacramento	CA	95818
C. K. McClatchy High	3066 Freeport Boulevard	Sacramento	CA	95818
Caleb Greenwood K-8	5457 Carlson Drive	Sacramento	CA	95819
California Middle	1600 Vallejo Way	Sacramento	CA	95818
Camellia Basic Elementary	6600 Cougar Drive	Sacramento	CA	95828
Capital City School	7222 24th Street	Sacramento	CA	95822
Caroline Wenzel Elementary	6870 Greenhaven Drive	Sacramento	CA	95831
Cesar E. Chavez Elementary	7500 32nd Street	Sacramento	CA	95822
CAJ Skills and Business	5451 Lemon Hill Avenue	Sacramento	CA	95824
Collis P. Huntington Elementary	5921 26th Street	Sacramento	CA	95822
Crocker Riverside Elementary	2970 Riverside Boulevard	Sacramento	CA	95818
David Lubin Elementary	3535 M Street	Sacramento	CA	95816
Earl Warren Elementary	5420 Lowell Street	Sacramento	CA	95820
Edward Kelly Preschool	3340 Bradshaw Road	Sacramento	CA	95827
Edward Kemble Elementary	7495 29th Street	Sacramento	CA	95822
Elder Creek Elementary	7934 Lemon Hill Avenue	Sacramento	CA	95824
Ethel I. Baker Elementary	5717 Laurine Way	Sacramento	CA	95824
Ethel Phillips Elementary	2930 21st Avenue	Sacramento	CA	95820
Father Keith B. Kenny Elementary	3525 Martin L. King, Jr. Blvd.	Sacramento	CA	95817
Fern Bacon Middle	4140 Cuny Avenue	Sacramento	CA	95823
Florin Technology Education	2401 Florin Road	Sacramento	CA	95822
Freeport Elem (Cap. Collegiate)	2118 Meadowview Road	Sacramento	CA	95832
Fruitridge Elementary	4625 44th Street	Sacramento	CA	95820
Genesis Campus	5601 47th Avenue	Sacramento	CA	95824
Genevieve F. Didion K-8	6490 Harmon Drive	Sacramento	CA	95831
George Washington Carver School of Arts and				
Science	10101 Systems Parkway	Sacramento	CA	95827
Golden Empire Elementary	9045 Canberra Drive	Sacramento	CA	95826
H. W. Harkness Elementary	2147 54th Avenue	Sacramento	CA	95822

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT RFQ/P #23-0622-2 Solid Waste Handing and Recycling and Composting Services

Hiram W. Johnson High	6879 14th Avenue	Sacramento	CA	95820
Hollywood Park Elementary	4915 Harte Way	Sacramento	CA	95822
Hubert H. Bancroft Elementary	2929 Belmar Street	Sacramento	CA	95826
Isador Cohen Elementary	9025 Salmon Falls Drive	Sacramento	CA	95826
James W. Marshall Elementary	9525 Goethe Road	Sacramento	CA	95827
John Bidwell Elementary	1730 65th Avenue	Sacramento	CA	95822
John Cabrillo Elementary	1141 Seamas Avenue	Sacramento	CA	95822
John D. Sloat Elementary	7525 Candlewood Way	Sacramento	CA	95822
John F. Kennedy High	6715 Gloria Drive	Sacramento	CA	95831
John H. Still K-8	2250 John Still Drive	Sacramento	CA	95832
John Morse Therapeutic Center	1901 60th Avenue	Sacramento	CA	95822
Kit Carson International Academy	5301 N Street	Sacramento	CA	95819
Language Academy	2850 49th Street	Sacramento	CA	95817
Leataata Floyd Elementary	401 McClatchy Way	Sacramento	CA	95818
Leonardo da Vinci K-8	4701 Joaquin Way	Sacramento	CA	95822
Luther Burbank High	3500 Florin Road	Sacramento	CA	95823
Maple Elementary	3301 37th Avenue	Sacramento	CA	95824
Mark Hopkins Elementary	2221 Matson Drive	Sacramento	CA	95822
Mark Twain Elementary	4914 58th Street	Sacramento	CA	95820
Martin Luther King, Jr. K-8	480 Little River Way	Sacramento	CA	95831
Matsuyama Elementary	7680 Windbridge Drive	Sacramento	CA	95831
New Joseph Bonnheim Comm. Chr.	7300 Marin Avenue	Sacramento	CA	95820
New Technology High	1400 Dickson Street	Sacramento	CA	95822
Nicholas Elementary	6601 Steiner Drive	Sacramento	CA	95823
Nutrition Services/Central Kitchen	3101 Redding Avenue	Sacramento	CA	95820
O. W. Erlewine Elementary	2441 Stansberry Way	Sacramento	CA	95826
Oak Ridge Elementary	4501 Martin L. King Jr. Blvd.	Sacramento	CA	95820
Operations Support Services	425 1st Avenue	Sacramento	CA	95818
Pacific Elementary	6201 41st Street	Sacramento	CA	95824
Parkway Elementary	4720 Forest Parkway	Sacramento	CA	95823
Peter Burnett Elementary	6032 36th Avenue	Sacramento	CA	95824
Phoebe A. Hearst Elementary	1410 60th Street	Sacramento	CA	95819
Pony Express Elementary	1250 56th Avenue	Sacramento	CA	95831
PS7 Charter School	5201 Strawberry Lane	Sacramento	CA	95820
Rosa Parks Middle	2250 68th Avenue	Sacramento	CA	95822
Rosemont High	9594 Kiefer Boulevard	Sacramento	CA	95827
Sacramento High School	2315 34th Street	Sacramento	CA	95817
Sam Brannan Middle	5301 Elmer Way	Sacramento	CA	95822
School of Engineering and Sciences	7345 Gloria Drive	Sacramento	CA	95831
Sequoia Elementary	3333 Rosemont Drive	Sacramento	CA	95826
Success Academy	2221 Matson Dr.	Sacramento	CA	95822
Susan B. Anthony Elementary	7864 Detroit Boulevard	Sacramento	CA	95832
Sutter Middle	3150 I Street	Sacramento	CA	95816
Sutterville Elementary	4967 Monterey Way	Sacramento	CA	95822
Tahoe Elementary	3110 60th Street	Sacramento	CA	95820

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT RFQ/P #23-0622-2 Solid Waste Handing and Recycling and Composting Services

The Met Sacramento High School	810 V Street	Sacramento	CA	95818
Theodore Judah Elementary	3919 McKinley Boulevard	Sacramento	CA	95819
Thomas Jefferson Elementary	2635 Chestnut Hill Drive	Sacramento	CA	95826
Transportation Services	7050 San Joaquin Street	Sacramento	CA	95820
Warehouse/Distribution Services	3051 Redding Avenue	Sacramento	CA	95820
Washington Elementary	520 18th Street	Sacramento	CA	95811
West Campus	5022 58th Street	Sacramento	CA	95820
Will C. Wood Middle	6201 Lemon Hill Avenue	Sacramento	CA	95824
William Land Elementary	2120 12th Street	Sacramento	CA	95818
Woodbine Elementary	2500 52nd Avenue	Sacramento	CA	95822

#### ATTACHMENT C <u>Service Schedule</u> (referenced for bidding, subject to changes)

Site	Group	Site Name	Туре	Size	Qty	М	т	w	т	F	s	s	Lifts/Cycl e	Yards
				YD				-						
1	1	A M WINN ELEMENTARY	Wste	4	1	1		1		1			3/1W	51.96
2	1	A WARREN MCCLASKEY A	Wste	4	1	1		1		1			3/1W	51.96
3	4	ABRAHAM LINCOLN ELEM	Wste	3	1	1		1		1			3/1W	38.97
3	5	ABRAHAM LINCOLN ELEM	Wste	2	1		1			1			2/1W	17.32
4	3	ALBERT EINSTEIN MIDD	Wste	4	1	1	1	1	1	1			5/1W	86.6
5	1	AMERICAN LEGION HIGH	Wste	3	1	1		1		1			3/1W	38.97
6	1	BOWLING GREEN ELEM/C	Wste	4	1	1	1	1	1	1			5/1W	86.6
7	1	ALICE BIRNEY ELEMENT	Wste	4	1	1	1	1	1	1			5/1W	86.6
8	1	SOLAURESUS COLLEGE P	Wste	4	1	1		1		1			3/1W	51.96
9	1	BRET HARTE ELEMENTAR	Wste	4	1	1	1	1	1	1			5/1W	86.6
10	1	BOWLING GREEN ANNEX	Wste	3	1		1			1			2/1W	25.98
11	1	CALEB GREENWOOD K-8	Wste	4	1	1		1		1			3/1W	51.96
12	1	CALIFORNIA MIDDLE SC	Wste	6	1	1		1		1			3/1W	77.94
13	1	CAMELLIA BASIC ELEME	Wste	4	1	1		1		1			3/1W	51.96
14	4	CAPITAL CITY SCHOOL	Wste	3	1		1			1			2/1W	25.98
15	1	CAROLINE WENZEL K-8	Wste	4	1	1		1		1			3/1W	51.96
16	1	C K MCCLATCHY HIGH S	Wste	4	3	3	3	3	3	3			15/1W	259.8
17	1	CESAR CHAVEZ ELEMENT	Wste	4	1	1		1		1			3/1W	51.96
18	1	CLAYTON B WIRE ELEME	Wste	4	1									4
19	2	COLLIS P HUNTINGTON	Wste	4	1		1			1			2/1W	34.64
20	1	COLIS P HUNTINGTON E	Wste	4	1					1			1/1W	17.32
21	1	CROCKER/RIVERSIDE EL	Wste	4	1	1	1	1	1	1			5/1W	86.6
22	1	DAVID LUBIN ELEMENTA	Wste	4	1	1		1		1			3/1W	51.96
23	1	EARL WARREN ELEMENTA	Wste	4	1	1	1	1	1	1			5/1W	86.6
24	1	EDWARD KELLY PRESCHO	Wste	3	1		1			1			2/1W	25.98
25	3	EDWARD KEMBLE ELEMEN	Wste	6	1	1		1		1			3/1W	77.94
26	1	ENGINEER & SCIENCE H	Wste	4	1	1		1		1			3/1W	51.96
26	3	ENGINEER & SCIENCE H	Wste	4	1	1		1		1			3/1W	51.96
27	1	GOLDEN EMPIRE ELEMEN	Wste	4	1	1		1		1			3/1W	51.96
28	1	HEALTH PROFESSION HI	Wste	4	1	1		1		1			3/1W	51.96
29	1	H W HARKNESS ELEMENT	Wste	5	1	1		1		1			3/1W	64.95
30	1	HIRAM JOHNSON HIGH S	Wste	6	3	3		3		3			9/1W	233.8 2
31	1	ELDER CREEK ELEMENTA	Wste	4	1	1	1	1	1	1			5/1W	86.6

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT RFQ/P #23-0622-2 Solid Waste Handing and Recycling and Composting Services

32	1	ETHEL I BAKER ELEMEN	Wste	5	1	1	1	1	1	1			5/1W	108.2 5
33	4	ETHEL PHILLIPS ELEME	Wste	4	1	1	1	1	1	1			5/1W	86.6
34	3	FATHER KEITH B KENNY	Wste	6	1	1		1		1			3/1W	77.94
35	1	FERN BACON MIDDLE SC	Wste	6	1	1		1		1			3/1W	77.94
36	1	FLORIN TECH ADULT	Wste	3	1		1			1			2/1W	25.98
Site	Group		Turne	Size	0.		т	w	т	F	s	s	Lifts/Cycl	Yards
Sile	Group	Site Name	Туре	YD	Qty	M	1	vv	1	F	3	3	e	Tarus
37	1	FREEPORT ELEMENTARY	Wste	4	1	1		1		1			3/1W	51.96
39	1	GENESIS HIGH SCHOOL	Wste	4	1	-	1			1			2/1W	34.64
40	1	GENEVIEVE E DIDION K	Wste	4	-	1	1	4		1			3/1W	51.96
40	1		Wste	4	1	1		1		1			3/1W	51.96
	1			4	1	1		1		1			-	
42	1		Wate	-	1	1	1	1		1			3/1W	51.96
43			Wste	4	-		-						2/1W	34.64
44	3		Wate	3	1		1	4		1			2/1W	25.98
45	1	ISADOR COHEN ELEMENT WAREHOUSE/DISTRIBUTIO	Wste	4	1	1		1		1			3/1W	51.96
46	1	N WAREHOUSE/DISTRIBUTIO	Wste	4	1	1	1	1	1	1			5/1W	86.6
46	3	N	Wste	4	1	1		1		1			3/1W	51.96
47	1	JAMES W MARSHALL ELE	Wste	4	1	1		1		1			3/1W	51.96
48	1	LEATAATA FLOYD ELEME	Wste	4	1	1		1		1			3/1W	51.96
49	1	JOHN BIDWELL ELEMENT	Wste	3	1	1	1	1	1	1			5/1W	64.95
50	1	JOHN CABRILLO ELEMEN	Wste	6	1	1		1		1			3/1W	77.94
51	1	JOHN D SLOAT ELEMENT	Wste	4	1	1		1		1			3/1W	51.96
52	1	JOHN F KENNEDY HIGH	Wste	3	1	1	1	1	1	1			5/1W	64.95
52	2	JOHN F KENNEDY HIGH	Wste	4	2	2	2	2	2	2			10/1W	173.2
53	1	JOHN F MORSE K-8	Wste	2	1	1		1		1			3/1W	25.98
54	1	JOHN H STILL MIDDLE	Wste	4	1	1		1		1			3/1W	51.96
55	1	JOHN J STILL ELEMENT	Wste	4	1	1	1	1	1	1			5/1W	86.6
56	1	JOSEPH BONNHEIM ELEM	Wste	4	1		1		1	1			3/1W	51.96
57	1	KIT CARSON MIDDLE SC	Wste	4	1	1	1	1	1	1			5/1W	86.6
58	1	LEONARDO DE VINCI K-	Wste	6	1	1	1	1	1	1			5/1W	129.9
59	4	LISBON ELEMENTARY	Wste	6	1		1			1			2/1W	51.96
60	1	LUTHER BURBANK HIGH	Wste	6	2	2	2	2	2	2			10/1W	259.8
61	3	MAPLE ELEMENTARY SCH	Wste	4	1		1			1			2/1W	34.64
62	1	LANGUAGE ACADEMY OF	Wste	4	1	1	1	1	1	1			5/1W	86.6
63	5	MARK HOPKINS ELEMENT	Wste	3	1		1			1			2/1W	25.98
64	3	MARTIN LUTHER KING J	Wste	3	1	1	1	1	1	1			5/1W	64.95
65	1	MATSUYAMA ELEMENTARY	Wste	4	1	1		1		1			3/1W	51.96
66	1	NEW TECH HIGH SCHOOL	Wste	3	1	1		1		1			3/1W	38.97

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT RFQ/P #23-0622-2 Solid Waste Handing and Recycling and Composting Services

67	1	NICHOLAS ELEMENTARY	Wste	6	1	1	1	1	1	1			5/1W	129.9
68	3	O W ERLEWINE ELEMENT	Wste	4	1	1		1		1			3/1W	51.96
69	1	OAK RIDGE ELEMENTARY	Wste	4	1	1	1	1	1	1			5/1W	86.6
71	1	PACIFIC ELEMENTARY S	Wste	4	1	1	1	1	1	1			5/1W	86.6
72	1	SERNA CENTER/ADMIN	Wste	6	1	1		1		1			3/1W	77.94
73	1	SKILLS AND BUSINESS	Wste	4	1	1	1	1	1	1			5/1W	86.6
74	1	TAHOE ELEMENTARY SCH	Wste	4	1	1		1		1			3/1W	51.96
75	1	PETER BURNETT ELEMEN	Wste	4	1	1		1		1			3/1W	51.96
76	1	WILL C WOOD MIDDLE S	Wste	6	1		1			1			2/1W	51.96
77	1	PARKWAY ELEMENTARY S	Wste	3	1	1	1	1	1	1			5/1W	64.95
Site	Group	Site Name	Туре	Size	Qty	м	т	w	т	F	s	s	Lifts/Cycl e	Yards
				YD	j		-				-		•	
78	1	PHOEBE A HEARST BASI	Wste	4	1	1		1		1			3/1W	51.96
79	1	PONY EXPRESS ELEMENT	Wste	4	1	1		1		1			3/1W	51.96
80	3	PS7/CHARTER	Wste	6	1	1		1		1			3/1W	77.94
81	1	ROSA PARKS MIDDLE SC	Wste	6	1	1	1	1	1	1			5/1W	129.9
82	1	ROSEMONT HIGH SCHOOL	Wste	4	2	2	2	2	2	2			10/1W	173.2
83	1	ROSEMONT STADIUM	Wste	4	1									4
84	1	SACRAMENTO HIGH	Wste	4	1	1	1	1	1	1			5/1W	86.6
85	1	SACRAMENTO HIGH SCHO	Wste	6	1	1	1	1	1	1			5/1W	129.9
86	1	SAM BRANNON MIDDLE S	Wste	6	1	1		1		1			3/1W	77.94
87	1	SEQUOIA ELEMENTARY S	Wste	4	1	1	1	1	1	1			5/1W	86.6
88	3	SUSAN B ANTHONY ELEM	Wste	6	1	1		1		1			3/1W	77.94
89	1	SUTTER MIDDLE SCHOOL	Wste	4	1	1	1	1	1	1			5/1W	86.6
90	1	SUTTERVILLE ELEMENTA	Wste	3	1	1	1	1	1	1			5/1W	64.95
91	1	THE MET OF SACRAMENT	Wste	3	1	1		1		1			3/1W	38.97
92	3	THEODORE JUDAH ELEME	Wste	4	1	1		1		1			3/1W	51.96
93	1	THOMAS JEFFERSON ELE	Wste	4	1	1		1		1			3/1W	51.96
95	3	WASHINGTON ELEMENTAR	Wste	4	1	1		1		1			3/1W	51.96
96	1	WEST CAMPUS HS/MARK	Wste	6	1	1	1	1	1	1			5/1W	129.9
97	1	WILLIAM LAND ELEMENT	Wste	4	1	1	1	1	1	1			5/1W	86.6
98	4	WOODBINE ELEMENTARY	Wste	6	1	1		1		1			3/1W	77.94
114	1	TRANSPORTATION SERVICES	Wste	3	2		2			2			4/1W	51.96
1	3	A M WINN ELEMENTARY	Rcycl	4	1	1	_	1		1			3/1W	51.96
3	2	ABRAHAM LINCOLN ELEM	Rcycl	4	1	1		1		1			3/1W	51.96
4	2	ALBERT EINSTEIN MIDD	Rcycl	4	1	1		1		1			3/1W	51.96
5	2	AMERICAN LEGION HIGH	Rcycl	4	1		1			1			2/1W	34.64
6	2	BOWLING GREEN ELEM/C	Rcycl	4	1	1	1	1	1	1			5/1W	86.6

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT RFQ/P #23-0622-2 Solid Waste Handing and Recycling and Composting Services

7	2	ALICE BIRNEY ELEMENT	Rcycl	3	1	1		1	ĺ	1			3/1W	38.97
8	2	SOLAURESUS COLLEGE P	Rcycl	3	1	1		1		1			3/1W	38.97
9	2	BRET HARTE ELEMENTAR	Rcycl	3	1	1		1		1			3/1W	38.97
10	2	BOWLING GREEN ANNEX	Rcycl	3	1		1			1			2/1W	25.98
11	2	CALEB GREENWOOD K-8	Rcycl	3	1		1			1			2/1W	25.98
12	3	CALIFORNIA MIDDLE SC	Rcycl	6	1	1		1		1			3/1W	77.94
13	2	CAMELLIA BASIC ELEME	Rcycl	4	1		1			1			2/1W	34.64
14	2	CAPITAL CITY SCHOOL	Rcycl	3	1		1			1			2/1W	25.98
15	2	CAROLINE WENZEL K-8	Rcycl	4	1		1			1			2/1W	34.64
16	2	C K MCCLATCHY HIGH S	Rcycl	4	1	1	1	1	1	1			5/1W	86.6
17	2	CESAR CHAVEZ ELEMENT	Rcycl	3	1		1			1			2/1W	25.98
18	4	CLAYTON B WIRE ELEME	Rcycl	5	1									5
20	2	COLIS P HUNTINGTON E	Rcycl	4	1					1			1/1W	17.32
21	2	CROCKER/RIVERSIDE EL	Rcycl	5	1		1			1			2/1W	43.3
22	2	DAVID LUBIN ELEMENTA	Rcycl	4	1		1			1			2/1W	34.64
Site	Group	Site Name	Туре	Size	Qty	м	т	w	т	F	s	s	Lifts/Cycl e	Yards
0.10			.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	YD	<u></u>		-		-	-	-	•	-	
23	2	EARL WARREN ELEMENTA	Rcycl	4	1		1			1			2/1W	34.64
25	4	EDWARD KEMBLE ELEMEN	Rcycl	6	1	1	-	1		1			3/1W	77.94
26	2	ENGINEER & SCIENCE H	Rcycl	4	1	-	1			1			2/1W	34.64
27	2	GOLDEN EMPIRE ELEMEN	Rcycl	4	1	1		1		1			3/1W	51.96
28	2	HEALTH PROFESSION HI	Rcycl	4	1		1			1			2/1W	34.64
29	2	H W HARKNESS ELEMENT	Rcycl	3	1		1			1			2/1W	25.98
30	2	HIRAM JOHNSON HIGH S	Rcycl	4	2	2		2		2			6/1W	103.9 2
31	2	ELDER CREEK ELEMENTA	Rcycl	4	1	1		1		1			3/1W	2 51.96
32	2		Rcycl	4	1	1		1		1			3/1W	51.96
33	2	ETHEL PHILLIPS ELEME	Rcycl	4	1	<u> </u>	1	•		1			2/1W	34.64
34	2	FATHER KEITH B KENNY	Rcycl	4	1		1			1			2/1W	34.64
35	2	FERN BACON MIDDLE SC	Rcycl	4	1	1		1		1			3/1W	51.96
37	2	FREEPORT ELEMENTARY	Rcycl	4	1	1		1		1			3/1W	51.96
39	2	GENESIS HIGH SCHOOL	Rcycl	4	1	<u> </u>	1	· ·		1			2/1W	34.64
40	2	GENEVIEVE E DIDION K	Rcycl	4	1		1			1			2/1W	34.64
41	2	GEO WASH CARVER HIGH	Rcycl	4	1		1			1			2/1W	34.64
42	2	HOLLYWOOD PARK ELEME	Rcycl	4	1		1			1			2/1W	34.64
43	4	HUBERT H BANCROFT EL	Rcycl	4	1		1		1				2/1W	34.64
44	4	FRUITRIDGE ELEMENTAR	Rcycl	4	1		1			1			2/1W	34.64
45	2	ISADOR COHEN ELEMENT	Rcycl	4	1	T	1			1			2/1W	34.64
		WAREHOUSE/DISTRIBUTIO												
46	2	Ν	Rcycl	4	1	1	1	1	1	1			5/1W	86.6

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT RFQ/P #23-0622-2 Solid Waste Handing and Recycling and Composting Services

49	2	LEATAATA FLOYD ELEME	Rcycl											
-	•			4	1	1		1		1			3/1W	51.96
50	2	JOHN BIDWELL ELEMENT	Rcycl	3	1		1			1			2/1W	25.98
	2	JOHN CABRILLO ELEMEN	Rcycl	3	1	1		1		1			3/1W	38.97
51	2	JOHN D SLOAT ELEMENT	Rcycl	3	1	1		1		1			3/1W	38.97
52	3	JOHN F KENNEDY HIGH	Rcycl	4	2	2		2		2			6/1W	103.9 2
53	2	JOHN F MORSE K-8	Rcycl	3	1		1			1			2/1W	25.98
54	2	JOHN H STILL MIDDLE	Rcycl	4	1	1		1		1			3/1W	51.96
55	2	JOHN J STILL ELEMENT	Rcycl	4	1	1		1		1			3/1W	51.96
56	2	JOSEPH BONNHEIM ELEM	Rcycl	3	1		1			1			2/1W	25.98
57	2	KIT CARSON MIDDLE SC	Rcycl	4	1		1			1			2/1W	34.64
58	4	LEONARDO DE VINCI K-	Rcycl	6	1	1		1		1			3/1W	77.94
59	2	LISBON ELEMENTARY	Rcycl	4	1	1		1		1			3/1W	51.96
60	3	LUTHER BURBANK HIGH	Rcycl	8	1	1		1		1			3/1W	103.9 2
61	4	MAPLE ELEMENTARY SCH	Rcycl	3	1		1			1			2/1W	25.98
62	2	LANGUAGE ACADEMY OF	Rcycl	3	1	1		1		1			3/1W	38.97
63	4	MARK HOPKINS ELEMENT	Rcycl	4	1			1		1			2/1W	34.64
64	4	MARTIN LUTHER KING J	Rcycl	3	1	1		1		1			3/1W	38.97
65	2	MATSUYAMA ELEMENTARY	Rcycl	3	1	1		1		1			3/1W	38.97
66	2	NEW TECH HIGH SCHOOL	Rcycl	4	1		1			1			2/1W	34.64
Site	Group	Site Name	Туре	Size	Qty	м	т	s	т	F	s	s	Lifts/Cycl e	Yards
Citto	oroup		1900	YD	<u>u</u> .y		•			•	•	•		Turuo
67	2	NICHOLAS ELEMENTARY	Rcycl	4	1	1		1		1			3/1W	51.96
-	2	O W ERLEWINE ELEMENT	Rcycl	4	1		1						2/1W	34.64
	2	OAK RIDGE ELEMENTARY	Rcycl	4	1		1		1				2/1W	34.64
	2	PACIFIC ELEMENTARY S	Rcycl	4	1		1			1			2/1W	34.64
	2	SERNA CENTER/ADMIN	Rcycl	4	1	1		1		1			3/1W	51.96
73	2	SKILLS AND BUSINESS	Rcycl	4	1	1			1				2/1W	34.64
	2	TAHOE ELEMENTARY SCH	Rcycl	3	1		1			1			2/1W	25.98
	2	PETER BURNETT ELEMEN	Rcycl	4	1		-	1		1			2/1W	34.64
	3	WILL C WOOD MIDDLE S	Rcycl	6	1	1	1		1	1			4/1W	103.9 2
	2	PARKWAY ELEMENTARY S	Rcycl	4	1		1		-	1			2/1W	34.64
	3	PHOEBE A HEARST BASI	Rcycl	3	1		1			1			2/1W	25.98
	2	PONY EXPRESS ELEMENT	Rcycl	4	1		1			1			2/1W	34.64
	2	PS7/CHARTER	Rcycl	4	1		1			1			2/1W	34.64
80				1		-				-				
	3	ROSA PARKS MIDDLE SC	Rcycl	4	1	1		1		1			3/1W	51.96

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT RFQ/P #23-0622-2 Solid Waste Handing and Recycling and Composting Services

85	3	SACRAMENTO HIGH SCHO	Rcycl	4	1	1		1		1			3/1W	51.96
85	2	SACRAMENTO HIGH SCHO	Rcycl	4	2	2		2		2			6/1W	103.9 2
86	2	SAM BRANNON MIDDLE S	Rcycl	4	1	1	1	1	1	1			5/1W	86.6
87	2	SEQUOIA ELEMENTARY S	Rcycl	4	1		1			1			2/1W	34.64
88	2	SUSAN B ANTHONY ELEM	Rcycl	4	1		1			1			2/1W	34.64
89	2	SUTTER MIDDLE SCHOOL	Rcycl	4	1		1			1			2/1W	34.64
90	2	SUTTERVILLE ELEMENTA	Rcycl	4	1	1		1		1			3/1W	51.96
91	2	THE MET OF SACRAMENT	Rcycl	3	1		1			1			2/1W	25.98
92	2	THEODORE JUDAH ELEME	Rcycl	3	1		1			1			2/1W	25.98
93	2	THOMAS JEFFERSON ELE	Rcycl	3	1		1			1			2/1W	25.98
95	2	WASHINGTON ELEMENTAR	Rcycl	4	1	1		1		1			3/1W	51.96
96	2	WEST CAMPUS HS/MARK	Rcycl	4	1	1	1	1	1	1			5/1W	86.6
97	2	WILLIAM LAND ELEMENT	Rcycl	4	1	1		1		1			3/1W	51.96
98	2	WOODBINE ELEMENTARY	Rcycl	3	1	1		1		1			3/1W	38.97
2	2	A WARREN MCCLASKEY A	Orgnc	2	1	1							1/1W	1.38
3	6	ABRAHAM LINCOLN ELEM	Orgnc	2	1	1							1/1W	1.38
4	4	ALBERT EINSTEIN MIDD	Orgnc	2	1	1							1/1W	1.38
5	3	AMERICAN LEGION HIGH	Orgnc	2	1	1							1/1W	1.38
6	3	BOWLING GREEN ELEM/C	Orgnc	2	1	1							1/1W	1.38
7	4	ALICE BIRNEY ELEMENT	Orgnc	2	3		3		3				6/1W	8.31
8	3	SOLAURESUS COLLEGE P	Orgnc	2	1	1							1/1W	1.38
9	3	BRET HARTE ELEMENTAR	Orgnc	2	1		1		1				2/1W	2.77
10	3	BOWLING GREEN ANNEX	Orgnc	2	1								1/1W	1.38
11	3	CALEB GREENWOOD K-8	Orgnc	2	1	1							1/1W	1.38
12	4	CALIFORNIA MIDDLE SC	Orgnc	2	1	1							1/1W	1.38
13	3	CAMELLIA BASIC ELEME	Orgnc	2	1		1		1				2/1W	2.77
Site	Group	Site Name	Туре	Size	Qty	м	т	w	т	F	s	s	Lifts/Cycl e	Yards
				YD										
14	5	CAPITAL CITY SCHOOL	Orgnc	2	1	1							1/1W	2.00
15	3	CAROLINE WENZEL K-8	Orgnc	2	1	1							1/1W	2.00
16	4	C K MCCLATCHY HIGH S	Orgnc	2	1	1							1/1W	2.00
17	3	CESAR CHAVEZ ELEMENT	Orgnc	2	1	1							1/1W	2.00
18	6	CLAYTON B WIRE ELEME	Orgnc	2	1	1							1/1W	2.00
19	5	COLLIS P HUNTINGTON	Orgnc	2	1	1							1/1W	2.00
20	3	COLIS P HUNTINGTON E	Orgnc	2	1	1							1/1W	2.00
21	3	CROCKER/RIVERSIDE EL	Orgnc	2	1		1		1				2/1W	4.00
22	3	DAVID LUBIN ELEMENTA	Orgnc	2	1	1							1/1W	2.00
23	3	EARL WARREN ELEMENTA	Orgnc	2	1	1							1/1W	2.00

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT RFQ/P #23-0622-2 Solid Waste Handing and Recycling and Composting Services

24	2	EDWARD KELLY PRESCHO	Orgnc	2	1		1						1/1W	2.00
25	5	EDWARD KEMBLE ELEMEN	Orgnc	2	1	1							1/1W	2.00
26	4	ENGINEER & SCIENCE H	Orgnc	2	1	1							1/1W	2.00
27	3	GOLDEN EMPIRE ELEMEN	Orgnc	2	1	1							1/1W	2.00
28	3	HEALTH PROFESSION HI	Orgnc	2	1	1							1/1W	2.00
29	3	H W HARKNESS ELEMENT	Orgnc	2	1	1							1/1W	2.00
30	5	HIRAM JOHNSON HIGH S	Orgnc	2	2			2					2/1W	8.00
31	3	ELDER CREEK ELEMENTA	Orgnc	2	1	1							1/1W	2.00
32	3	ETHEL I BAKER ELEMEN	Orgnc	2	1	1		1	1				3/1W	6.00
33	5	ETHEL PHILLIPS ELEME	Orgnc	2	1	1							1/1W	2.00
34	4	FATHER KEITH B KENNY	Orgnc	2	1		1		1				2/2W	2.00
35	3	FERN BACON MIDDLE SC	Orgnc	2	1	1							1/1W	2.00
36	3	FLORIN TECH ADULT	Orgnc	2	1	1							1/1W	2.00
37	3	FREEPORT ELEMENTARY	Orgnc	2	1	1							1/1W	2.00
39	3	GENESIS HIGH SCHOOL	Orgnc	2	1	1							1/1W	2.00
40	3	GENEVIEVE E DIDION K	Orgnc	2	1	1							1/1W	2.00
41	3	GEO WASH CARVER HIGH	Orgnc	2	1		1						1/1W	2.00
42	3	HOLLYWOOD PARK ELEME	Orgnc	2	1	1							1/1W	2.00
43	3	HUBERT H BANCROFT EL	Orgnc	2	1		1						6/1W	2.00
44	5	FRUITRIDGE ELEMENTAR	Orgnc	2	1	1							1/1W	2.00
45	3	ISADOR COHEN ELEMENT	Orgnc	2	1	1							1/1W	2.00
46	4	WAREHOUSE/DISTRIBUTIO	Orgnc	2	1	1							1/1W	2.00
47	3	JAMES W MARSHALL ELE	Orgnc	2	1	1							1/1W	2.00
48	3	LEATAATA FLOYD ELEME	Orgnc	2	1		1		1				2/1W	4.00
49	3	JOHN BIDWELL ELEMENT	Orgnc	2	1	1							1/1W	2.00
50	3	JOHN CABRILLO ELEMEN	Orgnc	2	1	1							1/1W	2.00
51	3	JOHN D SLOAT ELEMENT	Orgnc	2	1	1							1/1W	2.00
52	4	JOHN F KENNEDY HIGH	Orgnc	2	2	2							2/1W	4.00
53	3	JOHN F MORSE K-8	Orgnc	2	1	1							1/1W	2.00
54	3	JOHN H STILL MIDDLE	Orgnc	2	1	1							1/1W	2.00
55	3	JOHN J STILL ELEMENT	Orgnc	2	1	1							1/1W	2.00
Site	Group	Site Name	Туре	Size	Qty	м	т	w	т	F	s	s	Lifts/Cycl e	Yards
Unte			1900	YD	QLY		1							10103
56	3	JOSEPH BONNHEIM ELEM	Orgnc	2	1	1							1/1W	2.00
57	4	KIT CARSON MIDDLE SC	Orgnc	2	1	<b>F</b>	1		1				2/1W	4.00
58	5	LEONARDO DE VINCI K-	Orgnc	2	1	1	•						1/1W	2.00
59	5		Orgnc	2	1	1							1/1W	2.00
60	5	LUTHER BURBANK HIGH	Orgnc	2	1	1							1/1W	2.00

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT RFQ/P #23-0622-2 Solid Waste Handing and Recycling and Composting Services

61	6	MAPLE ELEMENTARY SCH	Orgnc	2	1	1							1/1W	2.00
62	3	LANGUAGE ACADEMY OF	Orgnc	2	1	1							1/1W	2.00
63	6	MARK HOPKINS ELEMENT	Orgnc	2	1	1							1/1W	2.00
64	5	MARTIN LUTHER KING J	Orgnc	2	1	1							1/1W	2.00
65	3	MATSUYAMA ELEMENTARY	Orgnc	2	1	1							1/1W	2.00
66	3	NEW TECH HIGH SCHOOL	Orgnc	2	1	1							1/1W	2.00
67	3	NICHOLAS ELEMENTARY	Orgnc	2	1	1							1/1W	2.00
68	4	O W ERLEWINE ELEMENT	Orgnc	2	1	1							1/1W	2.00
69	3	OAK RIDGE ELEMENTARY	Orgnc	2	1	1							1/1W	2.00
70	3	OPERATIONS SUPPORT	Orgnc	2	1	1							1/1W	2.00
71	3	PACIFIC ELEMENTARY S	Orgnc	2	1	1							1/1W	2.00
72	3	SERNA CENTER/ADMIN	Orgnc	2	1	1							1/1W	2.00
73	3	SKILLS AND BUSINESS	Orgnc	2	1	1							1/1W	2.00
74	3	TAHOE ELEMENTARY SCH	Orgnc	2	1	1							1/1W	2.00
75	3	PETER BURNETT ELEMEN	Orgnc	2	1	1							1/1W	2.00
76	4	WILL C WOOD MIDDLE S	Orgnc	2	1	1							1/1W	2.00
77	3	PARKWAY ELEMENTARY S	Orgnc	2	1	1							1/1W	2.00
78	4	PHOEBE A HEARST BASI	Orgnc	2	1	1							1/1W	2.00
79	3	PONY EXPRESS ELEMENT	Orgnc	2	1	1							1/1W	2.00
80	4	PS7/CHARTER	Orgnc	2	1	1							1/1W	2.00
81	4	ROSA PARKS MIDDLE SC	Orgnc	2	1	1							1/1W	2.00
82	4	ROSEMONT HIGH SCHOOL	Orgnc	2	2	2							2/1W	4.00
85	4	SACRAMENTO HIGH SCHO	Orgnc	2	1	1							1/1W	2.00
86	3	SAM BRANNON MIDDLE S	Orgnc	2	1	1							1/1W	2.00
87	3	SEQUOIA ELEMENTARY S	Orgnc	2	1	1							1/1W	2.00
88	4	SUSAN B ANTHONY ELEM	Orgnc	2	1	1							1/1W	2.00
89	3	SUTTER MIDDLE SCHOOL	Orgnc	2	1	1							1/1W	2.00
89	4	SUTTER MIDDLE SCHOOL	Orgnc	2	1	1							1/1W	2.00
90	3	SUTTERVILLE ELEMENTA	Orgnc	2	1	1							1/1W	2.00
91	3	THE MET OF SACRAMENT	Orgnc	2	1	1							1/1W	2.00
92	4	THEODORE JUDAH ELEME	Orgnc	2	1	1							1/1W	2.00
93	3	THOMAS JEFFERSON ELE	Orgnc	2	1	1							1/1W	2.00
95	4	WASHINGTON ELEMENTAR	Orgnc	2	1		1		1				2/1W	4.00
96	3	WEST CAMPUS HS/MARK	Orgnc	2	1				1				1/1W	2.00
97	3	WILLIAM LAND ELEMENT	Orgnc	2	1	1							1/1W	2.00
98	5	WOODBINE ELEMENTARY	Orgnc	2	1	1							1/1W	2.00
Site	Group	Site Name	Туре	Size	Qty	м	т	w	т	F	S	S	Lifts/Cycl e	Yards
				YD										

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT RFQ/P #23-0622-2 Solid Waste Handing and Recycling and Composting Services

114	3	TRANSPORTATION SERVICES	Orgnc	2	1		1		1/1W	2.00
2	3	A WARREN MCCLASKEY A	Rcycl	0.3	1		1		1/1 <b>W</b>	1.38
19	4	COLLIS P HUNTINGTON	Rcycl	0.3	1			1	1/1 <b>W</b>	1.38
24	3	EDWARD KELLY PRESCHO	Rcycl	0.3	1		1		1/1 <b>W</b>	1.38
36	4	FLORIN TECH ADULT	Rcycl	0.3	1	1			1/1W	1.38
114	2	TRANSPORTATION SERVICES	Rcycl	0.3	1			1	1/1 <b>W</b>	1.38
16	3	C K MCCLATCHY HIGH S	RIOff	40	1					40
30	4	HIRAM JOHNSON HIGH S	RIOff	40	1					40
36	2	FLORIN TECH ADULT	RIOff	40	1					40
60	4	LUTHER BURBANK HIGH	RIOff	40	1					40
70	1	OPERATIONS SUPPORT	RIOff	40	1					40
82	3	ROSEMONT HIGH SCHOOL	RIOff	40	1					40
84	2	SACRAMENTO HIGH	RIOff	40	1					40
101	4	KENNEDY HIGH/TEMP 30	RIOff	30	1					30
119	1	WAREHOUSE/DISTRIBUTIO	RIOff	30	1					30

# NON-COLLUSION DECLARATION

### TO BE EXECUTED BY AND SUBMITTED WITH BID

, declare that I am the party making the foregoing proposal, that the Ι. 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

#### SERVICE AGREEMENT TERMS & CONDITIONS

#### ARTICLE 1. PAYMENT.

District agrees to pay Contractor for services satisfactorily rendered, a total payment, including travel and other expenses, not to exceed the amount defined on the Purchase Order. If travel and other reimbursable expenses are separately defined and reimbursable, such costs shall be limited to the standard allowances authorized by District Board policy. Payment shall be made within 30 days upon submission of a completed invoice(s) referencing the purchase order number to invoices@scusd.edu.

#### ARTICLE 2. EQUIPMENT AND FACILITIES.

As may be applicable to this Contract, District will provide Contractor with access to all needed records and materials during normal business hours upon reasonable notice. Contractor will provide all other necessary equipment and facilities to render the services pursuant to this Contract.

#### ARTICLE 3. WORKS FOR HIRE/COPYRIGHT/TRADEMARK/PATENT.

Contractor understands and agrees that all matters specifically produced under this Contract shall be works for hire and shall become the sole property of the District and cannot be used without the District's express written permission. The District shall have the right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. The Contractor consents to the use of the Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose in any medium.

#### ARTICLE 4. INDEPENDENT CONTRACTOR.

The relationship between the parties under this Contract shall be one of independent contractor. The Contractor and all of their employees shall not be employees or agents of the District and are not entitled to participate in any District pension plans, retirement, health and welfare programs, or any similar programs or benefits, as a result of this Contract.

Contract employees or agents rendering services under this Contract shall not be employees of the District for federal or state tax purposes, or for any other purpose. The Contractor acknowledges and agrees that it is the sole responsibility of the Contractor to report as income its compensation from the District and to make the requisite tax filings and payments to the appropriate federal, state, and/or local tax authorities. No part of the Contractor's compensation shall be subject to withholding by the District for the payment of social security, unemployment, or disability insurance, or any other state or federal tax obligation.

The Contractor agrees to defend, indemnify and hold the District harmless from any and all claims, losses, liabilities, or damages arising from any contention by a third party that an employer-employee relationship exists by reason of this Contract.

The District assumes no liability for workers' compensation or liability for loss, damage or injury to

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT RFQ/P #23-0622-2 Solid Waste Handing and Recycling and Composting Services

persons or property during or relating to the performance of services under this Contract.

#### ARTICLE 5. FINGERPRINTING REQUIREMENTS.

Education Code Section 45125.1 states that if employees of any contractor providing school site administrative or similar services may have any contact with any pupils, those employees shall be fingerprinted by the Department of Justice (DOJ) before entering the school site to determine that they have not been convicted of a serious or violent felony.

If the District determines that *more than limited* contact with students will occur during the performance of these services, Contractor will not perform services until all employees providing services have been fingerprinted by the DOJ and DOJ fingerprinting clearance certification has been provided to the District. Contractor will provide a complete list to the District of all employees cleared by the DOJ who will provide services under this Contract. Failures to provide such written certification before services begin, or within thirty days after execution of this Contract, whichever occurs first, will result in immediate termination.

Contractor shall continuously monitor through DOJ, and obtain subsequent arrest notification from DOJ, regarding any individual whose fingerprints were submitted pursuant to §45125.1 and who is or will be providing service directly to, or has contact with, pupil(s) of the District. Upon receipt of a subsequent arrest notification from DOJ, Contractor shall, within 24 hours, notify the District of such arrest notification and prohibit the employee from having any further contact with any pupil(s) of the District until such time as the employee's arrest has been determined to not involve a "violent or serious felony" as defined in §45122.1 or the notification has been withdrawn by DOJ. If an employee is disqualified from working for the District pursuant to the requirements of the California Education Code, even if only temporarily, Contractor agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified.

Contractor further agrees and certifies that any employee providing services directly to any pupil(s) of the District whether qualifying as a Mandated Reporter as defined by California Penal Code §11165.7(a), or not, shall be provided annual training on child abuse and mandated reporting of child abuse or neglect utilizing an evidence-based training method which includes training on how to recognize conduct of adults which may trigger reasonable suspicion of abuse of children, i.e., "red-flag" or "grooming" behaviors.

Depending on the totality of circumstances including (1) the length of time the employees will be on school grounds, (2) whether pupils will be in proximity of the site where the employees will be working and (3) whether the contractors will be working alone or with others, the District may determine that the employees **will have only limited contact** with pupils and neither fingerprinting nor certification is required provided the following conditions are met at all times:

- 1. Employees shall not come into contact with pupils or work in the proximity of pupils at any time except under the direct supervision of school district employees.
- 2. Employees shall use only restroom facilities reserved for District employees and shall not use student restrooms at any time.

 3. Contractor will inform all employees who perform work at any school or District site of

 SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

 RFQ/P #23-0622-2 Solid Waste Handing and

 Recycling and Composting Services

these conditions and require its employees, as a condition of employment, to adhere to them.

- 4. Contractor will immediately report to District any apparent violation of these conditions.
- 5. Contractor shall assume responsibility for enforcement of these conditions at all times during the term of this Contract.

If the Contractor cannot adhere to the conditions stated above for any reason, Contractor shall immediately so inform the District and shall assign only employees who have been fingerprinted and cleared for employment by the Department of Justice. In that case, the Contractor shall provide to the District the names of all employees assigned to perform work under this Contract. Compliance with these conditions, or with the fingerprinting requirements, is a condition of this Contract, and the District reserves the right to suspend or terminate the Contract at any time for noncompliance.

# ARTICLE 6. MUTUAL INDEMNIFICATION.

Each of the Parties shall defend, indemnify and hold harmless the other Party, its officers, agents and employees from any and all claims, liabilities and costs, for any damages, sickness, death, or injury to person(s) or property, including payment of reasonable attorney's fees, and including without limitation all consequential damages, from any cause whatsoever, arising directly or indirectly from or connected with the operations or services performed under this Contract, caused in whole or in part by the negligent or intentional acts or omissions of the Parties or its agents, employees or subcontractors.

It is the intention of the Parties, where fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any damage attributable to fault of that Party. It is further understood and agreed that such indemnification will survive the termination of this Contract.

# ARTICLE 7. INSURANCE.

Prior to commencement of services and during the life of this Contract, Contractor shall provide the District with a copy of its policy evidencing its comprehensive general liability insurance coverage. Contractor will also provide a written endorsement to such policy naming District as an additional insured, and such endorsement shall also state "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory."

## ARTICLE 8. TERMINATION.

Either Party may terminate this Contract without cause upon giving the other Party thirty days written notice. Notice shall be deemed given when received by the Party, or no later than three days after the day of mailing, whichever is sooner.

The District may terminate this Contract with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Contract by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

Ten (10) calendar days after service of such notice, the condition or violation shall cease, or

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT RFQ/P #23-0622-2 Solid Waste Handing and Recycling and Composting Services Published: April 26, 2023 May 03, 2023

satisfactory arrangements for the correction thereof be made, or this Contract shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Contract, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

# ARTICLE 9. ASSIGNMENT.

This Contract is for personal services to be performed by the Contractor. Neither this Contract nor any duties or obligations to be performed under this Contract shall be assigned without the prior written consent of the District, which shall not be unreasonably withheld. In the event of an assignment to which the District has consented, the assignee or his/her or its legal representative shall agree in writing with the District to assume, perform, and be bound by all covenants, obligations, and Contracts contained in this Contract.

# ARTICLE 10. ENTIRE CONTRACT.

This Contract contains the entire Contract between the parties and supersedes all prior understanding between them with respect to the subject matter of this Contract. There are no promises, terms, conditions or obligations, oral or written, between or among the parties relating to the subject matter of this Contract that are not fully expressed in this Contract. This Contract may not be modified, changed, supplemented or terminated, nor may any obligations under this Contract be waived, except by written instrument signed by the party to be otherwise expressly permitted in this Contract.

## ARTICLE 11. CONFLICT OF INTEREST.

The Contractor shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of the District to perform any service covered by this Contract. If the work is to be performed in connection with a Federal contract or grant, Contractor shall not hire any employee of the United States government to perform any service covered by this Contract.

Consultant affirms to the best of their knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Contract. In the event of a change in either private interest or services under this Contract, any question regarding possible conflict of interest which may arise as a result of such change will be brought to the District's attention in writing.

## ARTICLE 12. NONDISCRIMINATION.

It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, age or marital status. Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT RFQ/P #23-0622-2 Solid Waste Handing and Recycling and Composting Services Published: April 26, 2023 May 03, 2023

## ARTICLE 13 ATTORNEY'S FEES.

In the event of any action or proceeding brought by one party against the other party under this Contract, the prevailing party shall be entitled to recover its attorney's fees and reasonable costs in such action or proceeding in such an amount as the court may judge reasonable.

## ARTICLE 14. SEVERABILITY.

Should any term or provision of this Contract be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby. Each term or provision of this Contract shall be valid and be enforced as written to the full extent permitted by law.

## ARTICLE 15. RULES AND REGULATIONS.

All rules and regulations of the District's Board of Education, and as governed by the laws and decisions of the State of California, and all federal and local laws, ordinance and regulations are to be strictly observed by the Contractor pursuant to this Contract. Any rule, regulation or law required to be contained in this Contract shall be deemed to be incorporated herein.

## ARTICLE 16. RATIFICATION BY BOARD OF EDUCATION.

To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.

## ATTACHMENT D SERVICES AGREEMENT

### Date:

Place: Sacramento, California

**Parties:** Sacramento City Unified School District, a political subdivision of the State of California, (hereinafter referred to as the "District"); and \*\*\*INSERT DATA HERE\*\*\* (hereinafter referred to as "Contractor").

## **Recitals:**

A. The District is a public school district in the County of Sacramento, State of California, and has its administrative offices located at the Serna Center, 5735 47<sup>th</sup> Avenue, Sacramento, CA 95824.

B. The District desires to engage the services of the Contractor and to have said Contractor render services on the terms and conditions provided in this Agreement.

C. The contract is entered into pursuant to a competitive Request for Qualifications/Proposals (RFQ/P) solicitation under District RFQ/P #23-0413.

D. The complete contract includes all contract documents, including the RFQ/P and the attachments thereto, 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.

In consideration of the mutual promises contained herein, the parties agree as follows:

## ARTICLE 1. SERVICES.

The Contractor hereby agrees to provide to the District the services as described below:

- 1. Collection (in frequency sufficient to serve the needs of the District as determined in conjunction with the District) and appropriate disposal of non-hazardous solid waste.
- 2. Collection of compostable that is weekly or more frequent depending on site needs.
- 3. Collection, weekly or more frequent depending on site needs (and processing or delivery to a processor) of commingled recyclables (Fiber: newspaper, junk mail, magazines, cardboard etc. Containers: glass bottles, aluminum, bi-metal and steel cans, #1 & #2 plastic bottles).
- 4. Landfill, compostable and recyclables are to be collected from all District sites including, without limitation, the District's schools, administrative office, maintenance facilities, warehouse, nutrition services departments/kitchens and other facilities in the district.

- 5. All solid waste removed from campus shall be sent to a properly permitted disposal facility in accordance with all federal, state, and local waste laws.
- 6. All comingled recyclables collected shall be diverted from the landfill and sent to a properly permitted recycling broker or recycling mill in accordance with all federal, state, and local recycle laws.
- 7. All green waste and compostable removed from campus shall be diverted from the landfill to a properly permitted composting facility in accordance with all federal, state, and local organics laws.
- Provision by the Contractor of front-loading metal bins with lockable lids and drain plugs for the consolidation of non-hazardous solid waste – to be provided in size, type (wheeled/non-wheeled) and number appropriate for each site.
- 9. Provisions to provide roll-off boxes as needed upon request at various site locations. Covers may be required.
- Contractor will repair or replace, at no cost to the District, any container used for service collection that is lost, broken or deemed unacceptable by the District's Facilities Operations Specialist/Management. Requested repairs or replacement must be completed within (5) business days.
- 11. Contractor will clean all containers at the minimum once per year or as requested by District's Facilities Operations Specialist/Management. Bins will be cleaned offsite.
- 12. The Contractor shall be responsible to report waste diversion data for individual sites as well as District wide details. The data provided will be customized to suit the needs of the District. This information shall be recorded in an excel spreadsheet and emailed to the District's Sustainability Manager as coordinated at <u>chamberlain-segrest@scusd.edu</u>
- 13. The Contractor shall provide the District with a list of all recycling mills, recycling brokers, and composting facilities that handle each of the different recycled and compostable materials (streams). The list is to be kept current with contact information and locations. The District reserves the right to audit the process and ensure that the service is functioning and operating as defined in the scope of work. This information shall be recorded in an excel spreadsheet and emailed to the District's Sustainability Manager at chamberlain-segrest@scusd.edu upon request.
- 14. Provision by Contractor of a dedicated Customer Service Representative who is the main liaison to the District and who is authorized to visit sites, change service levels with consent of District's Facilities Operations Specialists/Management, address customer service problems, provide feedback for best waste diversion practices, etc.

### ARTICLE 2. TERM.

This Agreement shall commence on the Contractor's receipt of Notice to Proceed by the District. The term shall be for an initial three (3) years, with two (2) one-year renewal options at the sole discretion of the District, not to exceed five (5) years, under the same terms and conditions, except for revisions to the fees as provided herein.

### ARTICLE 3. PAYMENT.

District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement as follows:

<u>Fee Rate</u>: The fee rates for waste, recycling, and composting disposal services under this Agreement shall be included and specified as "Fee Proposal".

Payment shall be made within 30 days upon submission of monthly invoice(s)/statement to the attention of Chamberlain Segrest, Sacramento City Unified School District, Maintenance & Operations, 425 1<sup>st</sup> Avenue, Sacramento, California 95818 Or <u>chamberlain-segrest@scusd.edu</u>.

## ARTICLE 4. EQUIPMENT AND FACILITIES.

District will provide Contractor with access to all needed areas during scheduled service hours. However, District shall not be responsible for nor will it be required to provide personnel to accomplish the duties and obligations of Contractor under this Agreement. Contractor will provide all other necessary equipment and facilities to render the services pursuant to this Agreement.

### ARTICLE 5. WORKS FOR HIRE/COPYRIGHT/TRADEMARK/PATENT

This Article does not apply to this Contractor Agreement.

## ARTICLE 6. INDEPENDENT CONTRACTOR.

Contractor's relationship to the District under this Agreement shall be one of an independent contractor. The Contractor and all of their employees shall not be employees or agents of the District and are not entitled to participate in any District pension plans, retirement, health and welfare programs, or any similar programs or benefits, as a result of this Agreement. The Contractor and their employees or agents rendering services under this agreement shall not be employees of the District for federal or state tax purposes, or for any other purpose. The Contractor acknowledges and agrees that it is the sole responsibility of the Contractor to report as income its compensation from the District and to make the requisite tax filings and payments to the appropriate federal, state, and/or local tax authorities. No part of the Contractor's compensation shall be subject to withholding by the District for the payment of social security, unemployment, or disability insurance, or any other similar state or federal tax obligation.

The Contractor agrees to defend, indemnify and hold the District harmless from any and all claims, losses, liabilities, or damages arising from any contention by a third party that an employer-employee relationship exists by reason of this Agreement.

The District assumes no liability for workers' compensation or liability for loss, damage or injury to persons or property during or relating to the performance of services under this Agreement.

### ARTICLE 7. FINGERPRINTING REQUIREMENTS.

## \*\*\*INSERT DATA HERE\*\*\*

Contractor agrees that any employee it assigns to provide services directly to, or have any contact with, pupil(s) of the District, shall be subject to the fingerprinting/background and TB requirements set forth in the California Education Code. Any employee that Contractor assigns to provide services directly to, or have any contact with, pupil(s) of the District shall have undergone the background check required in §45125(b)&(c), including response by DOJ, before any service or contact with pupil(s) of the District is allowed.

Pursuant to Education Code §45125.1, Contractor shall provide a complete list to the District of all employees cleared by the DOJ who will provide services under this Agreement (or MOU) and shall certify in writing to the District that Contractor has no information that any of its employees who are required to have their fingerprints submitted to the Department of Justice (DOJ), and who may come in contact with pupils, have been convicted of a "violent or serious felony" as defined in §45122.1 or that they have been advised of any such arrest by the DOJ.

Contractor shall continuously monitor through DOJ, and obtain subsequent arrest notification from DOJ, regarding any individual whose fingerprints were submitted pursuant to §45125.1 and who is or will be providing service directly to, or has contact with, pupil(s) of the District. Upon receipt of a subsequent arrest notification from DOJ, Contractor shall, within 24 hours, notify the District of such arrest notification and prohibit the employee from having any further contact with any pupil(s) of the District until such time as the employee's arrest has been determined to not involve a "violent or serious felony" as defined in §45122.1 or the notification has been withdrawn by DOJ. If an employee is disqualified from working for the District pursuant to the requirements of the California Education Code, even if only temporarily, Contractor agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified.

Contractor further agrees and certifies that any employee providing services directly to any pupil(s) of the District whether qualifying as a Mandated Reporter as defined by California Penal Code §11165.7(a), or not, shall be provided annual training on child abuse and mandated reporting of child abuse or neglect utilizing an evidence-based training method which includes training on how to recognize conduct of adults which may trigger reasonable suspicion of abuse of children, i.e., "red-flag" or "grooming" behaviors.

Failure to adhere to the terms of this provision is grounds for termination of the Agreement (or MOU).

#### OR

### \*\*\*INSERT DATA HERE\*\*\*

District has determined that services performed under this Agreement will result in limited contact with pupils. Contractor is required to comply with the conditions listed in Exhibit B, Contractor's Certification of Compliance. If the Contractor is unwilling to comply with these requirements, the Contractor's employees may not enter any school site until the Contractor provides the

certification of fingerprinting clearance by the DOJ for employees providing services. These requirements apply to self-employed contractors.

## **ARTICLE 8. VACCINATION REQUIREMENTS**

Per Sacramento City Unified School District Board of Education <u>Resolution No. 3233 requirements</u>, Contractor agrees that any employee, agent, or subcontractor it assigns to provide services at District facilities will be fully vaccinated against COVID-19, unless they have filed a valid exemption with Contractor. Individuals with valid exemptions shall undergo regular, routine testing. Certification of compliance with the above requirements must be submitted using the following link prior to providing services at District facilities:

https://app.informedk12.com/link\_campaigns/vaccination-certification-for-contracted-services?token=xpunqUbbV5yLWiurunPm8CiQ.

Failure to adhere to the terms of this provision is grounds for termination of the agreement.

## ARTICLE 9. MUTUAL INDEMNIFICATION.

Each of the Parties shall defend, indemnify and hold harmless the other Party, its officers, agents and employees from any and all claims, liabilities and costs, for any damages, sickness, death, or injury to person(s) or property, including payment of reasonable attorney's fees, and including without limitation all consequential damages, from any cause whatsoever, arising directly or indirectly from or connected with the operations or services performed under this Agreement, caused in whole or in part by the negligent or intentional acts or omissions of the Parties or its agents, employees or subcontractors.

It is the intention of the Parties, where fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any damage attributable to fault of that Party. It is further understood and agreed that such indemnification will survive the termination of this Agreement.

## ARTICLE 10. INSURANCE.

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a certificate of insurance reflecting its comprehensive general liability insurance coverage in a sum not less than \$2,000,000 per occurrence naming District as an additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory. If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the Contractor to the District.

## ARTICLE 11. TERMINATION.

The District may terminate this Agreement without cause upon giving the Contractor thirty days written notice. Notice shall be deemed given when received by Contractor, or no later than three days after the day of mailing, whichever is sooner.

The District may terminate this Agreement with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor confirms its insolvency or is adjudged a bankrupt;

Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Agreement shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

## ARTICLE 12. ASSIGNMENT.

This Agreement is for waste disposal services to be performed by the Contractor. Neither this Agreement nor any duties or obligations to be performed under this Agreement shall be executed without the prior written consent of the District, which shall not be unreasonably withheld.

## ARTICLE 13. NOTICES.

Any notices, requests, demand or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, or on the day after dispatching by Federal Express or another overnight delivery service, and properly addressed as follows:

District: Sacramento City Unified School District Attn: Robert Aldama, Purchasing Manager 5735 47<sup>th</sup> Ave Sacramento CA 95824 Contractor: \*\*\*INSERT DATA HERE\*\*\*

## ARTICLE 14. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties and supersedes all prior understanding between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations under this Agreement be waived, except by written instrument signed by the party to be otherwise expressly permitted in this Agreement.

## ARTICLE 15. CONFLICT OF INTEREST.

The Contractor shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of the District to perform any service covered by this Agreement. If the work is to be performed in connection with a Federal contract or grant, Contractor shall not hire any employee of the United States government to perform any service covered by this Agreement. Contractor affirms to the best of their knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided

under this Agreement. In the event of a change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to the District's attention in writing.

## ARTICLE 16. NONDISCRIMINATION.

It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, age or marital status. Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

## ARTICLE 17. SEVERABILITY.

Should any term or provision of this Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby. Each term or provision of this Agreement shall be valid and be enforced as written to the full extent permitted by law.

## ARTICLE 18. RULES AND REGULATIONS.

All rules and regulations of the District's Board of Education and all federal, state and local laws, ordinance and regulations are to be strictly observed by the Contractor pursuant to this Agreement. Any rule, regulation or law required to be contained in this Agreement shall be deemed to be incorporated herein.

## ARTICLE 19. APPLICABLE LAW/VENUE.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

## ARTICLE 20. RATIFICATION BY BOARD OF EDUCATION.

To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.

Executed at Sacramento, California, on the day and year first above written.

### SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

### \*\*\*INSERT DATA HERE\*\*\*

Ву:\_\_\_\_

Ву:\_\_\_\_

Rose Ramos Chief Business Officer

\*\*\*Insert Data Here\*\*\* \*\*\*Insert Data Here\*\*\*

Date

Date

## ATTACHMENT E

### **CONTRACTOR CERTIFICATION of COMPLIANCE**

**Fingerprinting**: Education Code section 45125.1 provides that any contractor providing school site administrative or similar services to a school district must certify that employees who may come into contact with pupils have not been convicted of a serious or violent felony as defined by law. Those employees must be fingerprinted and the Department of Justice (DOJ) must report to the Contractor if they have been convicted of such felonies. No person convicted may be assigned to work under the contract. Depending on the totality of circumstances including (1) the length of time the employees will be on school grounds, (2) whether pupils will be in proximity of the site where the employees will be working and (3) whether the contractors will be working alone or with others, the District may determine that the employees will have only limited contact with pupils and neither fingerprinting nor certification is required.

The District has determined that section 45125.1 is applicable to this Agreement, and that the employees assigned to work at a school site under this Agreement will have only limited contact with pupils, provided the following conditions are met at all times:

- 1. Employees shall not come into contact with pupils or work in the proximity of pupils at any time except under the direct supervision of school district employees.
- 2. Employees shall use only restroom facilities reserved for District employees and shall not use student restrooms at any time.
- 3. Contractor will inform all employees who perform work at any school or District site of these conditions and require its employees, as a condition of employment, to adhere to them.
- 4. Contractor will immediately report to District any apparent violation of these conditions.
- 5. Contractor shall assume responsibility for enforcement of these conditions at all times during the term of this Agreement.

If, for any reason, the Contractor cannot adhere to the conditions stated above, the Contractor shall immediately so inform the District and shall assign only employees who have been fingerprinted and cleared for employment by the Department of Justice. In that case, the Contractor shall provide to the District the names of all employees assigned to perform work under this Agreement. Compliance with these conditions, or with the fingerprinting requirements, is a condition of this Agreement, and the District reserves the right to suspend or terminate the Agreement at any time for noncompliance.

Authorized Signature of Contractor

Date

Printed Name/Title