



NEWPORT-MESA UNIFIED SCHOOL DISTRICT

ADDENDUM NO. 1 WASTE AND RECYCLING SERVICES

BID No. 112-20

NEWPORT MESA UNIFIED SCHOOL DISTRICT
2985 BEAR ST., BLDG.-A
COSTA MESA, CALIFORNIA 92626

June 2, 2020

The following revisions and/or clarifications shall be made to the BID documents for the above-named work. All work described in the original BID documents and all applicable Sections of the original BID documents shall be included in the contract, except as herein modified:

Acknowledgement of this Addendum shall be made below and submitted with the BID submission. If acknowledgement is not made the proposal may be considered non-responsive.

1. ***REPLACE: Replace RFP document package with attached. Document can also be downloaded at; <http://web.nmusd.us/supplementals>***

All other provisions of the BID remain unchanged.

BELOW, PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM AND SUBMIT IT WITH YOUR PROPOSAL.

Name: _____

Signature: _____

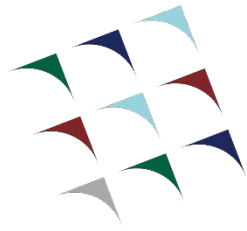
Firm Name: _____

Address: _____

Telephone #: _____

Fax #: _____

(END OF ADDENDUM NO.1)



Newport-Mesa
Unified School District

Request for Proposal

RFP # 112-20

Solid Waste Disposal and Recycling Services

**Newport-Mesa Unified School District
Purchasing Department
2985 Bear St, Bldg. A
Costa Mesa, CA 92626
(714) 424-5063**

May 20, 2020

NEWPORT MESA UNIFIED SCHOOL DISTRICT

NOTICE TO SUBMITTERS

RFP NO. 112-20

WASTE AND RECYCLING SERVICES

In accordance with Public Contract Code 20111, notice is hereby given that the Newport Mesa Unified School District, will receive up to, but no later than 4:00 p.m., on June 12, 2020, at the Purchasing Department, 2985 Bear St., Bldg. A, Costa Mesa, CA 92626, Requests for Proposal (RFPs) for the award of a contract for **WASTE AND RECYCLING SERVICES**

Each RFP must conform and be responsive to the RFP documents, copies of which may be obtained on the Purchasing Department website at www.nmusd.us/bids or by calling the Purchasing Department at (714) 424-5000.

No submitter may withdraw his RFP for a period of sixty (60) days after the date set for submission.

All RFPs shall be made and presented in the form requested by the District

The District reserves the right to waive any irregularities, accept or reject any or all RFPs and to accept or reject any items thereon.

NEWPORT MESA UNIFIED SCHOOL DISTRICT

Jonathan Geiszler
Director, Purchasing & Warehouse

Published: Orange County Register
May 20, 2020
May 27, 2020

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Proposer's Checklist

Proposer Name _____

Submit this Proposer's Checklist with your RFP document. Failure to submit this Checklist at RFP opening may deem your bid as non-responsive.

Required items:

Proposer's Checklist (this form)	page 4
Information Required of Proposer's	page 17
RFP Evaluation Sheet	page 18
General Information	page 19
Additional Information	page 23
References	page 24
Non-Collusion Declaration	page 25
Fee Schedule for Waste and Recycling Services	page 27
Workers Compensation Certificate	page 28
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SCOPE OF WORK

Newport-Mesa Unified School District desires to contract with one contractor to pick up and dispose of all solid waste and recyclable materials from all District sites within District boundaries, as listed below and on an as-needed basis. The District is comprised of twenty-two (22) elementary schools, two (2) intermediate schools, Six (6) high schools, and Six (6) district support operation facilities.

Tentative School Board approval date is July 14, 2020. Anticipated start date is August 1, 2020. A phase in of services by the awarded provider will be expected to begin immediately upon award to meet full implementation no later than August 1.

I. DISTRICT-WIDE SOLID WASTE MANAGEMENT

Please provide pricing on a per bin basis, Including all overfill fees. (REQUIRED)

Provide a la carte pricing schedule for all options available from contractor (REQUIRED)

Bins and roll-offs will be provided by the awarded contractor.

Generally, the District requires a waste pick-up at each site one time each day, Monday through Friday and, as otherwise specified.

Any requests for additional services must be originated by the District's Facilities or Maintenance & Operations departments, pickup or delivery requests from any other source may result in non-payment for those services.

The District prefers that pick-ups be made during the hours which would minimize any potential disruption or interference with any school activities and to minimize noise in the neighborhoods where District schools are located.

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

II. DISTRICT-WIDE RECYCLING PROGRAM

A. Recycling Program

1. The Newport-Mesa Unified School District is interested in implementing a student/staff recycling program to separate recyclable materials from cafeterias and classrooms; and such material is placed in designated recycle containers for

gathering to collect and empty into Contractor's recycle bins. The District may coordinate a meeting with the Contractor (and the Contractor's Recycling Center representative) for program review. Credits received by the contractor should be itemized and applied directly to the District's monthly billing. It is the District's intent to have the recycled items bins picked up during the normal schedule of collection twice per week.

The District has established the number of days during the week for each location site for the pick-up of recycled bins. The District may adjust the schedule of pick-up during the contract period based on the volume of recycled waste generated. Fluctuations are anticipated and are considered an inherent part of this service. The District plans to recycle paper, plastic, cardboard and aluminum cans. The District may add new material or delete any types under the District's recycling program, any requests for additional services must be originated by the District's Facilities or Building Services departments, pickup or delivery requests from any other source may result in non-payment for those services:

- a. Recycled materials will be comingled.
- b. Recycled materials will may be bagged in recyclable trash bags.
- c. Material will be placed in the designated recycling bin.
- d. Additional Collection receptacles may be requested for the recycling of wood and metal products.
- e. The District requests that the contract provide quarterly reports on volume of solid waste and recycled materials collected.
- f. The contractor shall ensure that organic waste is recycled in a specific manner in accordance with Assembly Bill No. 1826

B. Recycling Program Recommendations

The District requests that Contractors include within their proposals specific recycling recommendations for the District's Recycling Program. These recommendations may be suggestions for consideration which would allow the District to potentially improve its Recycling Program, enhance conservation, and improve the quality of the environment and potentially save money.

C. Composting Program Recommendations

The District is looking at reducing solid waste removal by increasing composting or proper recycling of lunchroom and green waste. The District requests that Contractors include within their proposal's specific recommendations for a District composting program. Provide pricing on a per bin basis for removal of compostable materials. Including ensuring the District is AB1826 compliant.

Solid Waste Disposal and Recycling Site Listing

The following chart provides information on the current bin count at each District site, it will be the responsibility of the awarded contractor to notify the District of any recommendation to right-size the collection bins at each site based on individual site needs to avoid any over fill charges. All bins are picked up 5 times per week, Monday thru Friday, unless otherwise instructed in writing by the Director of Maintenance & Operations or their designee:

Elementary Sites	3 Yard Bins	4 Yard Bins
Adams Elementary School	2	0
Andersen Elementary School	1	0
California Elementary School	2	0
College Park Elementary School	3	0
Davis Elementary School	2	0
Eastbluff Elementary School	2	0
Harbor View Elementary School	2	0
Kaiser Elementary School	2	0
Killybrooke Elementary School	2	0
Lincoln Elementary School	2	0
Mariners Elementary School	0	2
Newport Elementary School	0	1
Newport Coast Elementary School	2	0
Newport Heights Elementary School	2	0
Paularino Elementary School	2	0
Pomona Elementary School	2	0
Rea Elementary School	4	0

Sonora Elementary School	2	0
Victoria Elementary School	2	0
Whittier Elementary School	2	0
Wilson Elementary School	2	0
Woodland Elementary School	2	0
Intermediate Sites	3 Yard Bins	4 Yard Bins
Ensign Intermediate School	3	0
TeWinkle Intermediate School	4	0
High School Sites	3 Yard Bins	4 Yard Bins
Corona del Mar Middle/High School	8	0
Costa Mesa Middle/High School	4	1
Early College High School	2	0
Estancia High School	4	0
Newport Harbor High School	7	0
Administration Sites	3 Yard Bins	4 Yard Bins
Back Bay/Monte Vista Alternative Education Center	2	0
BESST Center	1	0
Harper Site	2	0
Lindberg Site	2	0
NMUSD M&O A Bear St.	5	0
NMUSD Central Kitchen B Br. St.	2	0

Roll-Offs 40yd	Number of Bins	Frequency
NMUSD District	3	On-Call
NHHS	1	On-Call
Estancia High School	1	On-Call
Roll-Offs 10yd	Number of Bins	Frequency
NMUSD District	2	On-Call

Miscellaneous Pickup Costs						
Bin Size	Waste	1x Week	2x Week	3x Week	4x Week	5x Week
3yrd	Solid					
4yrd	Solid					
3yrd	Recycle					
4yrd	Recycle					

Terms and Conditions of Proposal

The normal schedule of collections shall be arranged so that the collection at any site will be at the same hour of the day every day for trash and recycling pickup, this schedule must be provided to the Director of Maintenance & Operations prior to implementation of services and provided at any time during the contract period when collection times are changed. Those sites that have bins near homes must be serviced after 7:00 am. Please provide a schedule of collections within your proposal.

Contractor shall always provide enough personnel and appropriate equipment to maintain the established schedule of collections.

Contractor shall provide enough vehicles and staff to provide daily services to the District. Each vehicle used by the contractor shall always comply with all applicable provisions of the California Vehicle Code and shall be inspected per the requirements and criteria set for the and approved by the California Highway Patrol. All vehicles used by the contractor for collection services shall be maintained in a clean and workmanlike condition consistent with standards generally accepted in the industry. All vehicles must be clean air vehicles per South Coast Air Quality Management District Rule # 1196.

Contractor must be a commercial entity with an established track record for solid waste and recycling services in California with large corporations or local government, experience in education is preferred but not required.

If for any reason solid or liquid waste/recycled material is spilled during the transfer from container to truck the Contractor shall pickup any debris around the bins and shall return the containers to the same location, they were removed from for pickup.

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

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

Upon award of the contract, contractor shall be allowed to place bins in the required locations, a schedule of implementation must be provided to the Director of Maintenance & Operations prior to any bins being placed at a District site. The contractor shall furnish covered (hinged at

the rear) metal or unibody molded plastic containers of the type, size, and quantity specified herein, and maintain them in a state of good repair and cleanliness. Capacity of bins is shown on the above schedule. Contractors are required to propose alternate sized bins provided that the total volume is met.

All trash bins are to be equipped with lids and proper four (4) swivel ball-bearing casters unless the District requests that the bins be on skids. All bins must be of a height that they work in conjunction with the Districts trash lifters. Bin design and cleanliness shall be in accordance with all applicable rules and regulations of all government agencies including the City of Newport-Mesa, City of Costa Mesa and County of Orange. The Contractor will provide a locking bar, locks and keys to all bins when requested by District staff.

All containers supplied by the contractor shall be steam cleaned inside and out, disinfected and deodorized as often as required, but not less than twice per year, to assure that all bins are sanitary. Cleaning of bins to take place off site. The contractor shall replace bins that the District considers unsafe or unsanitary within 24 hours of the District's request. Bins must be leak proof. Damage to containers as a result of negligence or failure to use reasonable care on the part of District employees shall be the responsibility of the District.

Contractor will retain ownership of all containers; the District shall assume no responsibility for damage or theft other than that stated in these terms of proposal.

At the end of each month, an itemized statement and two copies of invoices shall be sent directly to the Newport-Mesa Unified School District, Maintenance & Operations 2985 Bear St. Costa Mesa, CA 92626. Invoices must show the purchase order number, the schools and sites serviced, and for each school and site, the number and dates of pick-ups per week.

Special pickups shall be invoiced and itemized individually, showing the date, location, bins picked up, applicable rate and total number of special pick-ups. No special pickups are to be done without prior written approval from the District's Facilities or Maintenance & Operations departments.

This RFP does not commit the District to pay any costs incurred in the preparation of a proposal in response to this request and Proposer agrees that all costs incurred in developing this proposal are the Proposer's responsibility.

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

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

Subject to approval by the District Board of Education, it is anticipated that the District will award a one (1) year contract with four (4) additional one-year extension periods which shall be options exercisable at the sole and exclusive discretion of the District. Accordingly, Contractors must propose base pricing for five (5) years. Note: Annual rate adjustment for the four (4) additional one-year extension periods may not exceed the annual percentage change in the Producer Price Index (PPI) or 3%, whichever is lower. Increase requests must be received by the District 90 days prior to renewal. Renewals for the upcoming fiscal year are typically submitted to the Newport-Mesa Unified Board of Education in April of the current calendar year.

a) INFORMATION TO BE INCLUDED WITH PROPOSAL

Contractors shall submit the following information:

- a. Cost of collection and disposal of SOLID WASTE per:
 - i. Bin and size
 - ii. Quantity of pick-ups per week
 - iii. Collection schedule
 - iv. Pricing basis for five (5) years
 - v. Pricing for all overfill fees
- b. Cost or credits, for collection and disposal of RECYCLING per:
 - i. Bin and size
 - ii. Quantity of pick-ups per week
 - iii. Collection schedule
 - iv. Pricing basis for five (5) years
 - v. Suggestions to the District for its recycling program
- c. Cost or credits, for AS NEEDED collection and disposal of 10 and 40 YARD bins for:
 - i. Solid Waste
 - ii. Green Waste
 - iii. Metal Recycling
- d. Cost or credits, for AS NEEDED collection and disposal of 10 YARD bin for:
 - i. Solid Waste
 - ii. Green Waste
 - iii. Metal Recycling
- e. Cost or Credits, for collection and disposal of COMPOSTING per:
 - i. Bin and Size
 - ii. Quantity of pick-ups per week
 - iii. Collection schedule
 - iv. Pricing basis for 5 (5) years
 - v. Suggestions to the District for its composting program.

- f. An a la carte menu of additional waste and recycling services available from the contractor that District may order at its discretion.

Other Required Information:

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

b) PROPOSALS

- a. Provide a copy of your firm's Reviewed Financial Statement.
- b. Provide one (1) original signature and three (3) bound copies of the proposal shall be provided together and submitted no later than June 12, 2020 at 4:00 p.m. Proposals shall be delivered to the attention of Purchasing Department, Newport-Mesa Unified School District, 2985 Bear St., Bldg. A, Costa Mesa, CA 92626. The Contractors is responsible to ensure that its proposal is received by the District prior to the time and due date deadline and at the designated District location. Late proposals will not be accepted.
- c. The District reserves the right to accept a proposal and enter into an agreement as a result of the initial proposals received, or alternatively, it may elect to conduct negotiations with those Contractors as determined by the District, to be within an acceptable competitive range, or alternatively, to negotiate separately with any Contractors when it is determined to be in the best interest of the District. In addition,

the District may request that Contractors provide a best and final offer. The District may negotiate any proposal or best and final offer at any time after the deadline for the submission of proposals. Contractor may not subcontract any work awarded under this RFP without previous written consent of the District.

- d. The District may request to meet with the Contractor's authorized representative to request answers and clarifications or it may request that the Contractors answer specific questions in writing, or to make a presentation to the District staff or to its Board of Education.
- e. This request for proposal (RFP) does not commit the District to award a Contract. The District reserves the right to accept or reject any or all proposals if the District determines it is in the best interest of the District to do so. The District will notify all Proposers, in writing, if the District rejects all proposals. The District may reject any or all proposals and may waive informalities and minor irregularities in any proposal received.
- f. All questions regarding this proposal must be submitted by email by 4:00 p.m. on June 5, 2020 to jgeiszler@nmusd.us Questions submitted after this time or form other than stated above will not be answered. Reference "Questions - RFP # 112-20" in the subject line.

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

- a. Contractors must acknowledge receipt of any and all RFP amendments. This shall be done by any one of the following means:
 - In the cover letter or proposal.
 - By signing and returning a copy of the amendment.
- b. Regardless of the delivery method employed by the Contractors, acknowledgement of receipt of amendments must be received by the District prior to the specified deadline for the submission of proposals. Failure to acknowledge in writing the receipt of any amendments may result in the rejection of Contractor's proposal.

d) VALIDITY OF FIRM PROPOSAL/OFFER: Each proposal/offer must be a firm irrevocable offer

and remain open and valid for District acceptance for ninety (90) days after proposal opening.

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

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

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

h) PROPOSAL EVALUATION PROCESS:

- a. It is anticipated that a contract will be made with the contractor whose proposal is determined to be in the overall best interest of the District by applying the evaluation criteria established in this RFP.
- b. A District Proposal Evaluation Committee will determine which, if any, proposal is in the District's overall best interest to accept. The committee members will utilize the data provided by the Contractor in the chart below to rank Contractors submissions. A rating score of 80% or higher is required for a Contractor to be invited to participate in Round 2 evaluations. It is the Contractors responsibility to answer all items in the chart and include this chart with their RFP submission. During the evaluation, the District may request proposal clarifications, explanations and answers from a Contractor. The District may request a Contractor presentation and interview.

i) EVALUATION CRITERIA

Contractors are advised that all proposals will be evaluated to determine which proposal is the overall best interest to the District. To assist in the evaluation process please answer the questions on the form that follows this section. Accordingly, evaluation will include but not be limited to the following criteria:

- a. Qualification: To be considered, each of the following items are required (1) the contractor has no conflict of interest with regard to any other work performed by the contractor for the District; (2) the contractor submits a demonstrable record of quality past performance with similar clients.
- b. Past Performance: Experience and expertise of the contractor in providing like services to other public entities, especially a school district, and including the contractors experience and performance on comparable size school district contracts.
- c. Number of K-12 Organizations serviced in the past 3 years as part of a regular daily trash service contract.

- d. Is the contractor the owner operator or a subcontractor?
- e. Qualifications and experience of the proposed staff who will be supporting the Newport-Mesa USD account including the quality of the firm's professional personnel to be assigned to the District and the quality of the firm's management support personnel to be available for consultation; and the adequacy of the proposed staffing plan for various segments of the engagement and adequacy of analytical procedures.
- f. Current capacity and likelihood of the firm to accomplish the services herein for the duration of the time frame specified which include working during holidays, weekends, swing shifts, evening times, etc.
- g. Proposed Services meet or exceed Districts specifications included
- h. Completeness and clarity of requested proposal content.
- i. Fees and overall cost to District for monthly Trash Services.
- j. If desired by the District to aid in the facilitation of evaluation, an oral interview and presentation.
- k. Firm Location
- l. Firm's years of experience in providing similar services.
- m. Have you or any of your principals been assessed damages for any project in the past five years? Response must include information pertaining to principals' association outside of the firm bidding this Project.
- n. Identify if you or any of your principals been in litigation or arbitration or dispute of any kind on a question or questions relating to a public project during the past three five.
- o. Have you or any of your principals ever been terminated from a project in the last five years.
- p. Client Letters of Reference provided with the RFP response.

INFORMATION REQUIRED OF BIDDERS

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

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

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

NEWPORT-MESA UNIFIED SCHOOL DISTRICT

TRASH AND RECYCLING SERVICES - RFP EVALUATION

Evaluation of Firms: All responses will be scored using this evaluation sheet. A minimum score of 80% is required to qualify for the second round of evaluation that includes review by a panel. Up to 10 additional points may be awarded in the second round based on subjective determination of the Firm's ability to carry out the required work. N-MUSD will select the top-rated firm to be awarded the contract for these services.

Instructions: Fill-in a response for each question in Sections 1-5 below. Each correlate to a required element in the RFQ ResponseFormat.

Firm: _____

1. Location/Accessibility	Write in:					Max. Pts.
Item k: Firm's location - Write in city and county of headquarters or local office, whichever is closest						5
2. Past Performance	Write in:					Max. Pts.
Item l: Identify the Firm's number of years' experience in providing Waste and Recycling Services						10
Item c: Identify the number of K-12 organizations the firm has worked for within last 3 years						5
Item b: Industry experience - Circle the type of projects the Project Team has worked on within the last 3 years (circle all that apply)	K-12	Community College	Charter/ Private School	Non-school District	Other Project Types	5
Item d: Firm is the owner operator/Sub-contractor (Circle Selection)	Owner Operator		Sub-Contractor			5
	Write in:					
Item e: Indicate the number of staff, managerial, technical, and support that will be assigned to this project.						5
3. Cost	Write in cost:					Max. Pts.
Item i: Total cost of daily trash pick-up (monthly Price)						10
4. Claims, Lawsuits, Arbitrations	Write in:					Max. Pts.
Item m: Identify the number damage claims filed by Firm by a client in the past 3 years						5
Item n: Identify if you or any of your principals been in litigation or arbitration or dispute of any kind on a question or questions relating to a public project during the past three years						5
Item o: Has your organization been terminated from a project in the last three years						5
5. Record of Past Performance	Write in:					Max. Pts.
Item p: Identify the number of client reference letters from a K-12 school district included in the Response (0-3)						5
Responses will also be evaluated on the following formatting and grammatical criteria.						
6. Completeness of Response	Write in:					Max
Response organized as outlined in Response Format section						1
Includes all items listed in Response Format section						1
All required elements within proposal						1
Grammatical errors						5

I hereby certify that the above information is true and correct to the best of my knowledge. By signing below, I further acknowledge that should any of the information I provide be found to be false, the Firm's Response shall be considered nonresponsive and ineligible for consideration.

Printed Name

Signature

Date

GENERAL INFORMATION

(1) Firm name, address and contact information:

(2) Telephone: _____ Facsimile: _____

E-Mail Address: _____

Website Address: _____

(3) Type of firm: (check one)

_____ Individual Partnership Corporation

_____ Subsidiary Government Entity

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

Name _____

Title _____

Phone Number _____

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

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

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

(i) Name _____

(ii) Address _____

(iii) License No. (if any) _____

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

_____.

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

_____.

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

_____.

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

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

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

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

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

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

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

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

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

(a) If Yes, provide details:

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

(a) If Yes, provide details:

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

ADDITIONAL INFORMATION

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

REFERENCES

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

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

Each firm must include the following references:

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

Name	Address	Phone Number

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing "Information Required of Contractor", is true and correct.

Signature

Print Name

Title

Dated

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

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

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

Date

Name of Contractor

Printed name of Authorized Company Representative

Signature of Authorized Company Representative

2020-2021 SCHOOL DISTRICT CALENDAR AND SCHEDULE

**** All sites may have cleaning activities occurring during these dates which may require pickup as required by the Building Services Staff**

DATE	Closed School & Offices	Comments
July 3 rd	All Schools, Offices	Independence Day
September 7 th	All Schools, Offices	Labor Day
November 11 th	All Schools, Offices	Veteran's Day
November 25 th – 27 th	All Schools, Offices(11/26 – 11/27)	Thanksgiving Break
December 21 st - January 1 st	All Schools, Offices (12/24-12/25, 12/31-1/1)	Winter Break
January 18 th	All Schools, Offices	MLK Jr. Holiday
February 15 th – 19 th	All Schools, Offices(2/15-2/17)	Presidents Recess
April 12 th – 16 th	All Schools	Spring Break
May 31 st	All Schools, Offices	Memorial Day

FEE SCHEDULE FOR WASTE AND RECYCLING SERVICES

(Submit price schedule here along with pricing for a la carte on-call services.
Attach additional sheets if necessary)

WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700

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

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employee.
- (c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the Director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

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

(Contractor Name)

By _____

(Signature of Authorized Signor)

(Title of Signor)

By _____

(Signature of Authorized Signor)

(Title of Signor)

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

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

FINGERPRINTING CERTIFICATION

To the Governing Board of the Newport-Mesa Unified School District

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

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

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

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

Typed or printed name

Address

Title

Telephone Number

Signature

NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK

(EDUCATION CODE SECTION 45125.1)

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

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

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

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

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

SOLID WASTE AND RECYCLING SERVICES AGREEMENT

THIS SOLID WASTE AND RECYCLING SERVICES AGREEMENT (the "Agreement"), made effective on _____ 2020, in the County of Orange, State of California, by and between the NEWPORT-MESA UNIFIED SCHOOL DISTRICT, hereinafter referred to as "DISTRICT" and _____, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

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

1. This Contract is entered into pursuant to a competitive Request for Proposals (RFP) process under District issued RFP # 112-20 as amended.
2. Contract: The complete contract includes all of the contract documents, including the Request for Proposal and the attachments thereto, Workers' Compensation Certificate, Fingerprinting Certificate, Insurance Policies, Scope of Work, this Agreement, and all modifications and amendments thereto, and by this reference are incorporated herein. The contract documents are complementary, and what is called for by any one shall be as binding as if called for by all.
3. Terms and Conditions of Work:
 - a. CONTRACTOR agrees to collect, haul away and to properly dispose of all trash and recycling materials, as needed, from the locations specified in the Request for Proposal, in accordance with the specifications and subject to the terms and conditions set forth in the contract documents.
 - b. CONTRACTOR agrees to furnish covered (hinged at the rear), leak-proof containers (bins) of the type, size, and quantity specified in the Request for Proposal, and to maintain them in a state of good repair and cleanliness, in accordance with all applicable laws and rules and regulations of all government agencies, including the City of Newport Beach, City of Costa Mesa and County of Orange.
 - c. CONTRACTOR hereby agrees to steam clean, disinfect and deodorize the bins as often as necessary, but not less than twice per year, to maintain them in a sanitary condition. CONTRACTOR also agrees to provide bin covers, replace lock bars and replace bins DISTRICT considers unsafe or unsanitary, within twenty-four (24) hours of DISTRICT's request.
 - d. CONTRACTOR shall perform the bin pick-ups under the Agreement during periods which would minimize any potential disruption or interference with any school activities. Collection at any site shall be at the same hour of the day on the same day of

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

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

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

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

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

4. Term: The Agreement shall be for an initial one (1) year term followed by four (4) one-year option terms, exercisable at the sole discretion of DISTRICT, for a maximum term of five (5) years, under the same terms and conditions, except for revisions to the fees as provided herein. The initial term of the Agreement shall commence on August 1, 2020 and, unless sooner terminated as specified herein, shall end on July 31, 2021. If DISTRICT decides to exercise one or more of the one-year option terms, such option shall be exercised by DISTRICT's issuance of a written extension thirty (30) days prior to the expiration of the initial term or expiration of the one-year option term, as applicable.

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

6. Rates:

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

7. Annual Rate Adjustment: If DISTRICT decides to exercise one or more of the one-year option terms, for each option term, the fee schedule may be adjusted to reflect the annual percentage change in the Producer Price Index ("PPI") or 3%, whichever is lower. The change in the PPI shall be for the twelve-month period ending the most recent June 30th. CONTRACTOR shall notify the DISTRICT in writing Ninety (90) days in advance of any rate change to contract anniversary.

8. Invoice Statement and Payment:

a. At the end of each month, CONTRACTOR shall submit to DISTRICT's Maintenance & Operations, 2985 Bear St., Costa Mesa, CA 92626:

i. An itemized and detailed statement specifying the schools and sites serviced and the number and dates of pick-ups per week; and

ii. Two (2) copies of each itemized and detailed invoice for each school and site specifying the applicable District purchase order number.

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

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

i. Deductions for pick-up service missed and not made up by CONTRACTOR within twenty-four (24) hours of the scheduled pick-up time;

ii. Adjustments for reductions or increases in the number of pick-ups for each bin as amended by DISTRICT with 24-hour notice to CONTRACTOR;

iii. Proration's for pick-ups during the off-track schedule; and

iv. Additional on demand services (10/40-yard roll offs).

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

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

11. Insurance:

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR: _____

DISTRICT: Newport-Mesa Unified School District
Attn: Purchasing Department
2985 Bear St., Bldg. A.
Costa Mesa, CA 92626

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

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

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

21. Governing Law: This Agreement shall be construed in accordance with the laws of the State of California, County of Orange.

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

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

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

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

District:

Contractor:

NEWPORT-MESA UNIFIED SCHOOL DISTRICT

By: _____

By: _____

Name: Jonathan Geiszler

Name: _____

Title: Director, Purchasing & Warehouse

Title: _____

Date: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Attachments - District School Calendar and Schedule
Fee Schedule for Waste and Recycling Services
Workers' Compensation Certificate
Fingerprinting Certification
RFP 112-20 Submission Documents