

HEMET UNIFIED SCHOOL DISTRICT
REQUEST FOR PROPOSAL RFP 2023-02
SOLID, ORGANIC, GREEN WASTE AND RECYCLING
COLLECTION SERVICES
FOR FISCAL YEAR(S) 2022-2023



HEMET UNIFIED SCHOOL DISTRICT
1791 WEST ACACIA AVE.
HEMET, CA. 92545

RFP DUE DATE:
November 10, 2022

HEMET UNIFIED SCHOOL DISTRICT
1791 West Acacia Ave.
Hemet, Ca. 92545

NOTICE CALLING FOR PROPOSALS FOR RFP 2023-02
Solid, organic, green waste & recycling services
FOR FISCAL YEAR(S) 2022-2023

NOTICE IS HEREBY GIVEN that the Hemet Unified School District of Riverside County, State of California, acting by and through its Governing Board, hereafter referred to as the “District”, will receive up to, but not later than 1:00 PM., on November 10th, 2022, proposals for the award of solid, organic, green waste & recycling services.

Proposals shall be received at:

Purchasing Department
Hemet Unified School District
1791 W. Acacia Ave.
Hemet, Ca. 92545-3637

Firms who are desirous of securing plans, specifications and proposal forms may do so from the Purchasing Department of Hemet Unified School District. Please email requests to: blongbrook1@hemetusd.org or find proposal forms on district website at bit.ly/3sXnJ8u

The School District reserves the right to accept or reject any and all bids and to waive any irregularities or informalities in the bids or in the bidding process.

BY ORDER OF THE GOVERNING BOARD
Dawn Bray
Director of Purchasing
Hemet Unified School District

BACKGROUND

The Hemet Unified School District is pleased to issue this Request for Proposal (RFP) for solid, organic, green waste & recycling services.

The Hemet Unified School District, is located in western Riverside County and services a diverse geological area of approximately 840 square miles. Schools within Hemet Unified School District's jurisdiction consist of small schools in rural mountain and foothill communities and larger suburban schools in valley flatland areas. There are twenty-three (23) campuses in the city of Hemet, one (1) site in Winchester, one (1) site in Idyllwild, one (1) in Aguanga, two (2) in Anza, and the District office complex.

DEFINITION OF ENTITIES

Hemet Unified School District shall hereafter be referred to as "the District". Interested bidders shall hereafter be referred to as "Bidder/s", "Bidder", "Bidders". Winning Bidder/s shall hereafter be referred to as "Contractor" or "Contractor/s". The title "Solid, green, organic, green waste & recycling services" shall hereafter be referred to as "Services".

BID SCHEDULE

Action	Date	Time	Location
Notice Inviting Bids	10/15/22	3:00PM	Press Enterprise
	10/22/22	3:00PM	HUSD Open Bids Page
Bidder's Clarification Due	10/28/22	1:00PM	Email to: blongbrook1@hemetUSD.org
District's Response Due	11/03/22	1:00PM	Written Addendum HUSD Open Bids Page
Bid Opening	11/10/22	3:00PM	HUSD Purchasing Dept.
District Evaluation	11/14-11/18		HUSD Purchasing Dept.
Notice of Intent to Award	11/18/22		
Governing Board Approval	12/13/22		PDSC Board Room

HEMET UNIFIED SCHOOL DISTRICT

RFP 2023-02 solid, organic, green waste, and recycling services

Interested Bidder Form

Attention Bidder/s: Please email this sheet to Brent Longbrook at blongbrook1@hemetusd.org in order to participate in RFP.

Company Name: _____

Representative Name: _____

Title: _____

Address: _____

City: _____

State/Zip Code: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Please contact Brent Longbrook at blongbrook1@hemetusd.org if you have any questions regarding this RFP. The above information will be used to send addendums for this request for proposal to all potential bidders who received the proposal from the District.

INSTRUCTIONS TO BIDDERS

SECURING DOCUMENTS:

Documents can be accessed on the District's website or by emailing to:
blongbrook1@hemetusd.org

SCOPE OF WORK The Services are described in the specification/scope of services section and lists the description of work for the District. Bidders are required to carefully read the specifications and project requirements before submitting proposals. Any questions regarding the type of work performed may be addressed to **Dawn Bray, Director of Purchasing via email at dbray@hemetusd.org**. Questions regarding proposal documents or contractual issues should also be addressed to Dawn Bray, Director of Purchasing, at dbray@hemetusd.org.

BIDDER RESPONSIBILITIES

READ THIS ENTIRE DOCUMENT CAREFULLY AND BECOME FAMILIAR WITH ALL INSTRUCTIONS, TERMS AND CONDITIONS, PLANS, SPECIFICATIONS AND DRAWINGS BEFORE SUBMITTING A PROPOSAL. DO NOT ASSUME THAT THIS DOCUMENT IS THE SAME AS OTHER PROPOSALS YOU MAY HAVE RECEIVED FROM THIS OFFICE.

Before submitting a proposal, each firm is expected to thoroughly examine the actual conditions (if applicable), specifications, general conditions, and all other related contractual documents. Failure to do so will be at the bidder's risk, and will not bar the bidder's obligation to perform if a contract is awarded pursuant to the Request for Proposal. If you submit a bid, it shall be incontrovertible evidence that you understand, and intend to comply with all the requirements of this bid and contract.

The governing Board reserves the right to correct errors or omissions in specifications wherever necessary for the proper fulfillment of the intentions of the proposals.

FORMS FOR THIS INFORMATION AND INSTRUCTIONS FOR THESE FORMS ARE INCLUDED IN THIS BID PACKAGE. FAILURE TO SUBMIT ALL FORMS WITH THE BID MAY RESULT IN REJECTION OF THE PROPOSAL. FURNISH THE FOLLOWING WITH ALL BIDS:

1. One (1) original and one (1) digital copy on thumb drive of the proposal.
2. Non-Collusion Affidavit
3. Worker's Compensation Certificate
4. Statement of Qualifications
5. Tobacco-Free Workplace Certificate
6. Drug-Free Workplace Certificate
7. Certification Regarding Debarment
8. Criminal background investigation/fingerprinting Certificate

9. Lead Products Acknowledgement

ACCESSIBILITY. The Bidder shall fully inform the District regarding any peculiarities and limitations of the spaces available for the performance of work under this contract. They shall exercise due and particular caution to determine that all parts of their work are made quickly and easily accessible.

AUTHORIZED SIGNATURES. Every bid must be signed by the person or persons legally authorized to bind the Bidder to a contract for the execution of the work. Upon request of the District, any Bidder submitting a proposal on behalf of a Bidder shall provide a current power of attorney certifying the agent's authority to bind the Bidder. If an individual makes the proposal, his or her name, signature, and post office address must be shown. If a firm or partnership makes the bid, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the proposal, the bid shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation.

Upon request of the District, Bidder shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of Bidder.

AWARD OF PROPOSAL Contract will be awarded to Bidder/s that comply with all the requirements prescribed in the proposal/contract documents including panel interviews and scores highest on the District's assessment.

PROPOSAL FORMS. Proposals shall be made on the blank forms prepared and provided by the District. Proposals shall give the prices proposed, both in writing and in figures, shall give all other information requested herein, and shall be signed by the bidder or authorized representative, with the appropriate address.

PROPOSAL PREPARATION. All proposals must be prepared and submitted using only the proposal schedule, proposal sheet, questionnaire and other forms included in the proposal package. Proposals prepared on any other forms may be rejected. All forms must be complete, and all information must be typed or written in ink.

State numbers in both words and figures where so indicated. If there is a conflict in the words and the figures, the words shall govern and take precedence. Both unit and extended prices must be shown on proposal forms when spaces are provided. In the event of an error in the extension of proposal prices, unit prices will prevail.

PROPOSAL SUBMITTAL. Proposals shall be submitted in a sealed envelope bearing on the outside the name of the firm presenting said proposal, firm's address and the project name and bid number for which the bid is submitted. Bidder's authorized representative must properly initial any erasures or alterations of any kind. Proposals that contain omissions or

improper erasures or irregularities may be rejected. No oral, electronic, telegraphic, or telephonic bids or modifications will be considered unless otherwise specified herein.

PROPOSAL WITHDRAWAL. Bidder's authorized representative may withdraw proposals only by written request received before Proposal Opening.

BIDDER AGREEMENT TO TERMS AND CONDITIONS. Submission of a signed proposal will be interpreted to mean Bidder has agreed to all the terms and conditions set forth in the pages of this request for proposal.

CANCELLATION OF PROPOSAL. The District may cancel this proposal at any time.

COMPLIANCE OR DEVIATION TO SPECIFICATIONS. Bidder hereby agrees that the material, equipment or service offered will meet all the requirements of the specifications in this solicitation unless deviations from them are clearly indicated in the Bidder's response. Bidder may submit an attachment entitled "Exceptions to Specifications", which must be signed by Bidder's authorized representative. An explanation must be made for each item in which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken. Proposals failing to comply with this requirement will be considered non-responsive. Submittal of brochure or other manufacturer literature is desirable but may not be a substitution for this requirement.

COMPLIANCE WITH FAIR EMPLOYMENT PRACTICE ACT. Winning Bidder or Bidders agree in accordance with Section 1735 and 1777.6 of California Labor Code, and the California Fair Employment Practice Act (Sections 1410-1433) that in the hiring of common or skilled labor for the performance of any work under this contract, or any subcontract hereunder, no Contractor, material supplier or vendor shall, by reason of race, color, national origin or ancestry, or religion, discriminate against any person who is qualified and available to perform the work to which such employment relates.

COMPLIANCE WITH LAWS. All proposals shall comply with current federal, state, local and other laws relative thereto.

CONTRACT DOCUMENTS, EXAMINATION OF. It is the responsibility of the Bidder to carefully and thoroughly examine and be familiar with legal and procedural documents, general conditions, all proposal forms, specifications, drawings, plans, and addenda (if any), hereinafter referred to as Contract Documents. Bidder shall satisfy themselves as to the character, quantity, and quality of work to be performed and materials, labor, supervision, equipment and appurtenances necessary to perform the work as specified by the Contract Documents. The failure or neglect of the Bidder to examine the Contract Documents shall in no way relieve Bidder from any obligations with respect to the bid or contract. The submission of a proposal shall constitute an acknowledgement upon which the Hemet Unified School District may rely that the bidder has thoroughly examined and is familiar with the contract documents. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any bid document.

DEADLINE, PROPOSAL SUBMITTAL. Per Government Code Section 53068, Bidders shall submit their proposals by the "Proposal Submittal Deadline". The "Proposal Submittal Deadline", is shown on the general information page. The receiving time in the Purchasing Department will be the governing time for receipt of bids. Bidders shall submit their proposals on or before November 10th, 2022, by 1:00 P.M. Proposals will not be opened before the time set for receipt. Late proposals shall be returned unopened.

DOCUMENTS TO BE RETURNED WITH PROPOSAL. Failure to completely execute and submit the required documents before the date and time set for opening may render a proposal non-responsive. The documents that must be returned by proposal opening time is listed on the form entitled "Proposal Documents To Be Returned" and attached hereto.

EXPERIENCE AND COMPETENCY. Successful Bidder/s shall be skilled and regularly engaged in the general class or type of service called for under the contract. The successful Bidder/s shall also have no less than three (3) years' experience in the magnitude and character of the service bid. It is the intention of the District to award a contract to a Bidder who furnishes satisfactory evidence that he/she has the requisite experience, ability, sufficient capital, and facilities to enable them to prosecute the work successfully and properly, and to complete it within the time specified in the contract. To determine the degree of responsibility to be credited to the Bidder, the District will weigh any evidence that the Bidder has performed satisfactorily other contracts of like nature, magnitude, and comparable difficulty and comparable rates of progress. In selecting the lowest responsive and responsible Bidder, consideration will be given not only to the financial standing but also to the general competency of the Bidder for the performance of the work specified in the contract documents.

INDEMNIFICATION AND INSURANCE. Contractor/s will defend, indemnify and hold harmless the District, its governing board, officers, agents, trustees, and employees against and from any and all liability for damages on account of injury to or death of persons or damage to property or delay or damage to another contractor resulting from or arising out of or in any way connected with the performance by the Contractor of this Agreement and reimburse the District for all costs, attorney's fees, expenses and loss incurred by it in consequence of any claims, demands and causes of action which may be brought against the District that arises out of the performance by the Contractor. The indemnification shall be in addition to other indemnification contained in the Contract Documents. The Contractor shall supply the District with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the District will receive Thirty (30) days cancellation.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless the District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

- (a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.
- (b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including the District, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.
- (c) Contractor, at Contractor's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

The contractor shall also defend, indemnify, protect, and hold harmless the District and its agents, officers, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are causes or claimed to be caused by the contractor's failure to comply with all or of the requirements contained in Education Code section 45125.1, including, but not limited to, the requirement prohibiting contractor from using employees who may have contact with pupils who have been convicted or have charges pending for a felony as defined in Education Code 45125.1.

BID PROTESTS. Any Bidder that has duly submitted a prime bid for the Work may protest the process used to seek bids for the Work, another bid for the Work and/or the intended award of the Contract for the Work only by filing a written protest with the District in accordance with the procedures set forth in this Section (each a "Bid Protest"). The District will not accept or consider any oral Bid Protest (e.g., by telephone) or any Bid Protest sent via electronic transmission (e.g., e-mail). In order for a Bid Protest to be valid and be considered by the District, the Bid Protest:

- (i) Must be received by the District not later than 4:00 p.m. on the fifth business day following the opening of bids;

(ii) Must clearly identify the bidder that is filing the Bid Protest, together with the name, address and telephone number of the person representing the bidder for purposes of the Bid Protest;

(iii) Must clearly identify the specific bid, bidding process, or other matter that is the subject of the Bid Protest;

(iv) Must clearly identify the specific provisions of all documents relevant to the Bid Protest;

(v) Must clearly identify and describe in detail the specific basis (or bases) for the Bid Protest and all facts relevant thereto;

(vi) Must clearly identify and describe in detail all arguments in support of the Bid Protest, including, without limitation, citations to applicable statutory requirements; and

(vii) Must be submitted with all documentation the bidder desires to submit that is relevant to and supports the basis or bases underlying the Bid Protest.

If a Bid Protest does not comply with each and all of the foregoing requirements (provided that a bidder will be deemed to have submitted all documentation that it desires in accordance with clause (vii) of the foregoing), the District will reject the Bid Protest as invalid. Upon receipt of a valid Bid Protest, the District and/or its legal counsel will review the Bid Protest and all relevant information and documents and will provide a written response to the protesting bidder setting forth a recommendation for District Board action in response to the Bid Protest. A bidder may at any time withdraw its Bid Protest. In response to a Bid Protest that a bidder has not withdrawn, the District Board may decline to award the Contract, may award the Contract to a bidder other than as previously intended, or may award the Contract to a bidder as previously intended despite the Bid Protest. Such action by the District Board shall be a condition precedent to the filing of any claim or demand and to the initiation of any action (legal or equitable) or other proceeding arising from the matter(s) protested.

COMPLIANCE WITH THE FOREGOING BID PROTEST REQUIREMENTS IS MANDATORY. EACH BIDDER THAT DESIRES TO PROTEST MUST FILE ITS OWN BID PROTEST IN ACCORDANCE WITH THE FOREGOING REQUIREMENTS, AND NO BIDDER MAY RELY ON A BID PROTEST BY ANOTHER BIDDER AS A MEANS OF SATISFYING SUCH REQUIREMENTS. COMPLIANCE WITH THE FOREGOING REQUIREMENTS IS THE SOLE AND EXCLUSIVE MEANS OF PROTESTING A BID, THE BIDDING PROCESS AND/OR THE INTENDED AWARD OF THE CONTRACT, AND FAILURE TO SO COMPLY SHALL BE DEEMED AND CONSTRUED AS A WAIVER OF ANY AND ALL RIGHTS THE BIDDER MAY HAVE TO PURSUE A CLAIM, DEMAND OR ACTION ARISING FROM ANY SUCH MATTER.

NON-COLLUSION AFFIDAVIT. Bidders are required to submit a Non-Collusion Affidavit with their bids. Failure to submit a Non-Collusion Affidavit with your bid may result in disqualification of the proposal.

OFFERS OF MORE THAN ONE PRICE. No person, firm or corporation shall be allowed to make, or file, or be interested in, or submit more than one proposal for the same work.

PERMITS AND LICENSES. In connection with the furnishing of materials, articles, or services listed herein, the Vendor and their employees shall secure and maintain in force such licenses and permits as required by law. All operations, materials, handling, transportation, labeling, and production shall comply with all Federal, State and Local laws.

PRICES. All proposals shall give the prices proposed, both in writing and in figures, shall give all other information requested herein, and shall be signed by the Bidder's authorized representative. Prices shall include everything necessary for the fulfillment of the contract including but not limited to furnishing all materials, equipment, tools, facilities and all management, superintendence, labor, services, taxes, licenses and permits required to complete the work in accordance with the contract documents, except as may be provided otherwise in the contract documents. The work and the proposal price shall also include providing the necessary safety precautions such as barricades, warning signs for protection of the public and any necessary "cleanup" that is required to restore the work site to a satisfactory condition. Any items shown on the plans or details or described in the specifications that are not specifically listed in the scope of services are to be considered included in the proposal item and no additional or special compensation will be allowed. In the event that there is more than one item in the proposal schedule, the Bidder shall furnish a price for all proposal items in the schedule, and failure to do so will render the proposal as non-responsive and may cause its rejection

QUALIFICATION OF BIDDERS. Bidder/s shall be skilled and regularly engaged in the general class or type of service called for under the contract. The Bidder/s experience shall be set forth and submitted on the form provided herewith. It is the intention of the District to award a contract to Bidder/s who furnishes satisfactory evidence that their firm has the requisite experience, ability, sufficient capital, facilities, and plant to enable Bidder/s to accomplish the work successfully and properly, and to complete it within the time specified in the contract. To determine the degree of responsibility to be credited to Bidder/s, the District will weigh any evidence that Bidder/s have performed satisfactorily within other contracts of like nature, magnitude and comparable difficulty and comparable rates of progress. In selecting Bidder/s with which the District will contract for services, consideration will be given not only to the financial standing but also to the general competency of Bidder/s for the performance of the work covered specified in the contract documents. To this end, each proposal shall be supported by a statement of Bidder/s experience on the form entitled "Statement of Qualifications", which is a part of the contract documents.

QUESTIONS, INTERPRETATION, OR CORRECTION OF DOCUMENTS. Corrections regarding this proposal must be submitted via email by October 28th, 2022, by 1:00 P.M. and may be addressed to Brent Longbrook, at blongbrook1@hemetusd.org. All questions, necessary interpretations, and corrections shall be issued by November 3rd, 2022 by 1pm. Any addendum shall be considered part of the bid documents for this RFP as though it has been issued at the same time and shall be incorporated integrally within. Where provisions of the following supplementary data differ from those of the original documents, any addendum shall govern and take precedence.

REJECTION OF PROPOSALS, WAIVER OF INFORMALITIES. The District reserves the right to reject any or all proposals or any part of a proposal and to waive any irregularities or informalities in the proposal or RFP process.

RULES FOR SUBMITTING PROPOSALS. The Proposal Submittal Deadline is: November 10th, 2022, by 1:00 P.M. Proposals must arrive in the Purchasing Department, 1791 W. Acacia Ave., Hemet, Ca. 92545, by deadline, Per Government Code 53068, late proposals will not be accepted and will be returned unopened to the vendor.

Bidders are solely responsible for ensuring their proposal is received by the Purchasing Department in accordance with the proposal requirements, before the proposal Submittal Deadline, and at the place specified. The District shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery.

SELL OR ASSIGN. Successful Bidder/s shall not have the right to sell, assign, or transfer any rights or duties under this contract without the specific written consent of the District.

SEVERABILITY. If any provision or any portion of any provision, of any contract resulting from this proposal shall be held invalid, illegal, or unenforceable, the remaining provisions or portions of any provisions shall be valid and enforceable to the extent possible.

WITHDRAWAL OF PROPOSAL. A Bidder may withdraw any Proposal that has submitted at any time prior to the hour set for the due date and time, provided the request for withdrawal is signed in a manner identical with the proposal being withdrawn.

WORKERS COMPENSATION. In accordance with the provisions of section 3700 of the Labor Code, successful Bidder/s as Contractor shall secure the payment of compensation to all employees. Contractor shall sign and file with the District the Certificate of Workers Compensation prior to performing the work under this contract.

TERMS AND CONDITIONS

AGREEMENT. Submission of a signed proposal will be interpreted to mean Contractor hereby agrees to all the terms and conditions set forth in all the pages of this Notice to Contractors/bid solicitation. Contractor's signed bid and the District's written acceptance or purchase order shall constitute a contract.

ATTORNEY FEES. In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney's fees and costs.

AUTHORITY OF THE DISTRICT. Subject to the power and authority of the District as provided by law in this contract, the District shall in all cases determine the quantity, quality, and acceptability of the work, materials and supplies for which payment is to be made under this contract. The District shall decide the questions that may arise relative to the fulfillment of the contract or the obligations of the contractor hereunder.

AWARD OF CONTRACT. Rejection of any and all proposals, to contract work with whomever and in whatever manner, to abandon work entirely, and/or to waive any informality in receiving of bids is reserved as the right of District. Before the Contract is awarded, the District may at its sole discretion, require from the proposed Contractor/s on the project further evidence of the reasonable qualifications of such vendor to faithfully, capably, and reasonably perform such proposed Contract and may consider such evidence before making its decision on the award of such proposed Contract. District reserves the right, without any liability, to cancel the award of any proposal at any time before the full execution of the Agreement between District and Contractor/s. District reserves the right to award contracts to separate bidders for project expediency.

EXPENSES. The District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for the District.

FORCE MAJEURE. If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of Contractor, Contractor shall notify the District, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to Acts of God, war, or acts of public enemy, pandemic, acts of any governmental agency in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather.

LAWS GOVERNING CONTRACT. This contract shall be in accordance with the laws of the State of California. The parties stipulate that this contract was entered into in the county of Riverside, in state of California. The parties further stipulate that the County of Riverside, State of California, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

RIGHTS RESERVED.

- (a) *Rejection of Work.* Contractor agrees that the District has the right to make all final determinations as to whether the work has been satisfactorily completed.
- (b) *Completion of Work.* If Contractor fails to comply with the conditions of the contract, or fails to complete the required work or furnish the required materials

within the time stipulated, the District reserves the right to purchase in the open market, or to complete the required work, at the expense of the Vendor.

TAXES. Vendor acknowledges and agrees that it is the sole responsibility of the Contractor to report as income its compensation received from the District and to make the requisite tax filings and payments to the appropriate federal, state or local tax authority. No part of Contractor's compensation shall be subject to withholding by the District for payment of social security, unemployment, or disability insurance, or any other similar state or federal tax obligation.

TERMINATION. The District, may, at any time, with or without cause, terminate this agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by the District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by Contractor, or not later than five (5) days of mailing, whichever is sooner.

TERMS OF THE CONTRACT. The terms of the contract shall be limited to the terms herein unless expressly agreed otherwise in writing by the District. The term for this proposal shall be for 2022-2023 Fiscal Year(s) December 27th, 2022 through June 30, 2023. The District reserves the right to continue the contract with Contractor/s selected, or seek new proposals at the end of the contract term. Up to four (4) one (1) year extensions may be granted by the District to winning Bidder/s.

TOBACCO, ALCOHOL, DRUGS. District is a Tobacco, Alcohol and Drug Free district. Contractor and employees will not use any tobacco, alcohol or drugs while on school district property. Violations of this Board of Education mandate will result in immediate removal of the person from district property.

RIGHTS OF BIDDERS. Bidders reserve the right to bid in one (1) of the three (3) following manners:

1. Bidders may bid on all sites contained in the chart on pages 34-36.
2. Bidders may bid on all outlying sites only which are highlighted on pages 34-36.
3. Bidders may bid on all Hemet valley schools only, which are composed of all non-highlighted sites on pages 34-36.

**SCOPE OF WORK
AND
SCORING METHODOLOGY**

SPECIAL INSTRUCTIONS AND SCOPE OF WORK

Scope of Work. District is requesting sealed proposals for an agreement from refuse collection companies to provide solid, organic, green waste & recycling services to the District school sites and departments. The District will award an agreement to one company to provide Services which meets all state and local codes and regulations. The Contractor must comply with the District's norms & standards. The basis of the District's Services is to ensure waste is removed up from all sites at the schedule specified on pages 34-36 of this RFP.

All services and activities shall be planned and performed with the safety of staff, students, and the needs of the custodial and maintenance staff as the foremost priorities.

Bidders must clearly present evidence that they are a competent and qualified company capable of providing the products and services detailed in the Request for Proposal. Furthermore, all Bidders shall, in their submitted proposals, detail their experience and qualifications to provide the product and services requested.

The District is located in Riverside County, California. The District serves twenty-three (23) campuses in the city of Hemet, one (1) site in Winchester, one (1) site in Idyllwild, one (1) in Aguanga, two (2) in Anza, and the District office which is comprised of four (4) buildings.

New Locations. If at any time during the contract period District requires additional containers at an existing location or requires services to begin at a new location not listed herein, District shall issue written notice to the Contractor/s not less than thirty (30) days prior to the desired starting date. Costs of such additional or new services shall be at the rates set forth in the contract. District further reserves the right to decrease the number of containers or locations to be serviced upon notification.

Pickup Schedule. Schedules for each site will be attached to the sample agreement contained in this RFP. During holiday recesses (i.e. Christmas, Spring Break, etc.) and the summer months, a school site may generate considerably less waste; therefore, District shall adjust frequencies of pick-ups and inform the route manager and other appropriate personnel of such changes at least two weeks prior to the change.

Fees Paid. Fees for services shall be adjusted to reflect changes in container size or to account for variations for missed pick-ups.

Handling Containers. Contractor shall use due care to prevent solid, organic, green waste, and recyclables from being spilled or scattered during the collection or

transportation process. If any waste is spilled during collection Contractor shall promptly clean up the spilled materials.

Containers. Contractor shall furnish each location a sufficient number of approved, new or like-new containers as determined by District pursuant to the quantities listed in this bid proposal; yet District may increase or reduce quantities during the contract term.

Containers shall be non-combustible, watertight, covered, and mounted on wheels. Contractor shall keep the containers in good repair at all times. Contractor shall be responsible for servicing containers yearly. Servicing shall include but is not limited to: cleaning casters, replacing broken lids, rust reforming, and painting at the request of site personnel.

During the period of the Contract, Contractor shall upon notification by District, remove, repair, and/or replace any containers that fail to meet the above requirements.

Safety. Before entering any property of District, the driver shall at no time exceed five (5) miles per hour. The greatest care shall be exercised in guarding the safety of students and staff. If it is necessary to back up onto school grounds, a second person must be used to clear the way. Contractor's vehicle/truck operators shall avoid driving on school grounds at recess or lunch periods. Bell schedules shall be provided by District upon request.

Performance evaluations. A performance review will be conducted on a biannual basis with the Purchasing and Maintenance & Operations Directors. If, in the opinion of the District, Contractor fails to perform satisfactorily or fails to furnish safe and satisfactory equipment, or otherwise fails to comply with the terms of this contract, District may without further notice or demand, make arrangements for the work, or any part thereof, performed elsewhere, hold Contractor responsible and liable for damage(s) which may be sustained by District thereby or on account of the failure or neglect of said Contractor in performing any of the terms and conditions of this contract.

If Contractor fails to make a scheduled pickup, the District shall deduct the fees associated with the missed pickup from the monthly invoices. When waste accumulates because of missed pickups, Contractor shall pick up all trash stored in the vicinity of the supplied bins if the trash has been placed in plastic bags, or is otherwise contained.

Proposal Preparation. This proposal shall be for an agreement to provide Services to District based on the specifications and requirements of this RFP. Bidders must provide all information requested in this RFP and provide any additional information requested by District.

It is the intent of these specifications to outline the minimum requirements solid, organic, green waste, and recycling services. These services shall meet all state and local code and regulations. **The successful Contractor shall have all necessary licenses and permits for services provided which meet all state and local codes and regulations.**

Term of Agreement. The initial agreement shall be effective from December 27th, 2023 through June 30th, 2023, and with potential annual renewals, if mutually agreed upon, with a total agreement period not to exceed five (5) years.

Award. Award of this proposal will be made to the highest ranked Bidder/s determined by the Evaluation Criteria per the specifications of the RFP.

Services. This RFP is for Services that will encompass all School Sites and District Facilities listed on page 34-36.

Compliance with Law. In fulfilling its duties under the contract, Contractor and all its personnel shall comply with all laws, policies, rules and regulations promulgated by all governmental authorities having jurisdiction over Contractor and its personnel, including but not limited to the Department of Consumer Affairs of the State of California. It will be Contractor's obligation to determine which laws, policies, rules and regulations apply to its conduct, and any failure to comply will be considered a material breach of the contract and grounds for its termination at the District's option.

Additional Fees. All costs incurred by Contractor for disposal of the waste will be the responsibility of Contractor and paid by Contractor. District will not be liable for any fees associated with disposal.

Trucks and Equipment: Contractor shall maintain sufficient trash hauling equipment to provide uninterrupted service according to the pickup schedule contained in the sample agreement, including access to alternate pieces of equipment in case of breakdown. Contractor shall be responsible for any damage to District property caused by equipment.

It is understood and agreed upon that Contractor shall be held liable for any damage caused by Contractor's drivers to any property owned by the District, and further agrees to notify Mike Sattley, Director of Facilities, in writing no later than 24-hours upon the incident occurring, at msattley@hemetusd.org.

Contractor's service vehicles shall be equipped with a backup warning device that shall sound when the vehicle is backing up. Each truck must be clearly identified on the exterior of the driver's door with the company name and number of the truck.

Employees: All of Contractor's employees must be acceptable to District. Dissatisfaction with the work or the actions of any employee of Contractor performing work under this contract shall be sufficient cause for removal of said employee from the work or for cancellation of the contract.

Each driver employed by Contractor shall have in his possession while driving on the District property, a valid Class A Commercial Driver's License.

Drivers employed by the Service Provider shall carry a visible form of identification at all times while on District grounds (I.D. badge and shirt with company logo).

Invoices: Terms are Net 30 days. Monthly invoices must be sent to the Hemet Unified School District's Accounts Payable Department located at: 1791W. Acacia Ave, Hemet, CA, 92545. Each invoice shall contain the following information for every site serviced:

- Size of each container
- Number of containers
- Type of containers
- Cost breakdown for each type of container

Additionally, each invoice shall contain the invoice number, billing Period, and what sites are serviced on each route.

Security: The awarded Contractor will be issued one set of keys and/or gate opener for each route in order to gain access to containers. Keys must not be duplicated and Contractor is responsible for returning the keys and/or gate openers to the District at the completion of the contract. Contractor will be charged fifty thousand dollars (\$50,000.00) per set of keys and/or gate openers that are not returned to District at the completion of the contract. Additionally, all route drivers shall return their keys to the Contractor's dispatch office upon completion of their daily duties and are not permitted to take keys home.

Subcontractors: Contractor/s shall not make use of subcontractors except to cover absences of regular drivers or to cover for areas outside of Contractor's regular service area. Every substitute driver shall have the same qualifications, coverage, and meet all Contractor employment standards (drug free workplace, valid driver's license, etc.).

SUBMITTAL FORMAT AND CONTENT

GENERAL. Each proposal package should be presented so that it can be readily viewed and labeled in the order outlined below. The order in which items are presented is important, as the District evaluators will follow this order. **It is required that one (1) unbound original and one (1) digital copy be submitted.**

CONTENTS.

1. **Business Organization-** State the full name and address of your organization and, if applicable, the branch office or other subordinate element that will perform, or assist in performing, the work hereunder. Indicate whether it operates as an individual, partnership, or corporation, if as a corporation, include state in which it is incorporated. If appropriate, state whether your business is licensed to operate in the state of California. State the number of years your business has been in business and the total number of employees, size of service personnel staff, and all other information pertinent to your company's qualifications for this project.
2. **Ability to Perform** – Bidders shall describe their facilities, equipment, and experience of relevant staff.
3. **Price** - Bidders shall list the prices including all fees that will be charged to the District for collection services.
4. **Product and Service Benefit Summary** - Bidder shall also include on a separate page(s), a detailed written summary of the product and service benefits that the Bidder believes will be derived by, the District, from their services.
5. **Prior Experience/References** - Indicate the prior experience of your vendor in providing solid, organic, green waste & recycling services detailed herein. This portion of the proposal should include all other similar projects performed by your vendor, especially those performed for large, California school districts, or large California public sector organizations. Provide a minimum of three (3) years' experience with public agencies and/or large organizations for which your company successfully provided Services to. All references shall include client name, full address, phone number, and management contact. District reserves the right to interview, and if applicable, visit, reference clients.

1. Company Name _____

Address _____

Phone Number _____ Fax Number _____

Contact Name _____ E-Mail _____

Provide the dollar amount and description of the products and services provided.

2. Company Name _____

Address _____

Phone Number _____ Fax Number _____

Contact Name _____ E-Mail _____

Provide the dollar amount and description of the products and services provided.

3. Company Name _____

Address _____

Phone Number _____ Fax Number _____

Contact Name _____ E-Mail _____

Provide the dollar amount and description of the products and services provided.

Selection Process. An evaluation panel will review and analyze the RFP's received and may choose to conduct interviews of all, some or none of Bidders. Be advised that award may be made without interviews or further discussion.

Proposals will be evaluated by District on a variety of criteria as described below, which includes, but is not limited to, experience with similar projects, ability to perform, product line and price/compensation. Based on this review of the Proposals, and any potential interviews, District shall rank the proposals, with the top-ranking going to the Proposal deemed most advantageous to District. District will award an agreement to the Bidder with the most advantageous proposal based on the above-described evaluation. This means the lowest pricing or highest compensation proposal may not be selected. District may, at its sole discretion; award to a Bidder based on their proposal alone and without further consideration or the District may interview several Bidders.

Evaluation Criteria

Total possible points: 100

Cost -Vendor with lowest price will receive 100% of points, the second lowest will receive 80% of points, third 60% of points, and so on)

Possible Points: 0-40

Ability to Perform -The District will review the ability to perform desired services in a timely manner.

Possible Points: 0-20

Services - Proposed waste collection program.

Possible Points: 0-20

Experience with similar projects - District will consider Bidder's references, past performance and history providing product and service of similar scope, size and complexity.

Possible Points: 0-20

Agreement Award

The Governing Board of District reserves the right to accept or reject any or all RFPs, to select a qualified vendor with or without interviews and to negotiate with any or more than one of the responsible submitters. Bidders shall be responsible for any and all expenses that they may incur in preparing proposals. Responses received from this RFP will be used as the foundation for the development of an agreement and agreement with specific provisions subject to review, negotiations and approval of District Board of Trustees and District Superintendent or their designee.

Rejection and Waiver of Proposals

This request for information does not commit District to award an agreement or pay any costs incurred in the preparation of a proposal in response to this request. District reserves

the right to accept or reject any or all proposals received, to negotiate with qualified Bidder/s or cancel the request, and to waive any minor irregularities in the proposal or proposal process.

District may require Bidder/s to submit additional data or information District deems necessary to substantiate the costs presented by Bidder/s. District may also require Bidder/s to revise one or more elements of its proposal in accordance with agreement negotiations.

GENERAL TERMS AND CONDITIONS

WARNING:

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

Insurance.

Vendor shall carry and maintain during the entire term of this Agreement the following insurance coverage:

- a. Comprehensive general liability insurance shall be **\$3,000,000.00** per occurrence for bodily injury, personal injury and property damage. And, subject to the same limit for each person on account of one accident, in an amount not less than **\$1,000,000.00**. Automobile liability insurance shall be **\$1,000,000.00** per accident for bodily injury and property damage combined single limit.
- b. Workers' Compensation Insurance shall be set in accordance with sections 3700 and 3800 of the Labor Code of the State of California. Employer's Liability limits of **\$1,000,000.00** per accident for bodily injury or disease. in such amounts as may be required by law, and
- c. Contractor shall furnish to the District certificates of insurance, signed by an authorized representative of the insurance carrier no later than thirty (30) days after the District's governing board approves the Agreement or prior to the first day of service hereunder, which certificates shall be endorsed as follows:
 - i. This policy shall not be suspended, cancelled, reduced in coverage or required limits of liability or amounts of insurance or non-renewed until notice has been mailed to the District. Date of suspension. Cancellation, reduction or non-renewal may not be less than thirty (30) days after the date of mailing such notice. The insurance afforded by this policy is primary and any other insurance carried by the District with respect to the matters covered by such policy shall be excess and non-contributing.
 - ii. The certificates of insurance and insurance policies required under this Agreement shall name the District indemnities named in the Request for Proposal as additional insured. Facsimile or reproduced signatures are not acceptable. If complete and proper insurance certificates as required hereunder are not delivered to the District within the period provided in subsection (c) above, the District may declare the Agreement unexecuted and void. The District reserves the right to require complete certified copies of the required insurance policies.
 - iii. The insurance companies providing the insurance required under this Agreement must be "A+ or A++" rated or better as reflected in "Best's Keys Rating Guide" and be subject to the District's prior written approval, which shall not be unreasonably held.
 - iv. Proof of insurance coverage must be provided for any contractor or sub-contractor personnel.

Health and Safety Requirements.

Contractor shall comply with all state and local health and sanitation regulations relating to waste collection, and comply with District safety requirements.

Equipment.

Contractor may need to purchase additional equipment or provide additional services to ensure that the waste collection program is fully implemented. District has the right to negotiate the purchase of ancillary equipment and services with Contractor and adjust the contract accordingly.

Non-Collusion.

By submitting and signing the proposal, Contractor is certifying that the proposal document is genuine and not a sham or collusive, and not made in the interest of any person not named and that Contractor has not induced or solicited others to submit a sham offer, or to refrain from proposing.

Compliance with Laws and Relations.

Contractor shall comply with federal, state and local laws, regulations, and industry standards. Contractor shall also comply with the Drug Free Workplace Act requirements of California Government Code Sec 8350 et. Seq.

Withdrawal of RFP.

Bidder may withdraw its proposal by submitting a written request signed by Bidder's authorized representative, prior to the time and date specified for proposal submission to District contact person identified in this RFP. Proposals may be withdrawn and resubmitted in the same manner if done so before the proposal submission deadline. Withdrawal or modification offered in any other manner will not be considered.

Reservations.

District reserves the right to cancel this RFP at any time prior to agreement award without obligation in any manner for proposal preparation, fee negotiation or other marketing costs associated with this RFP. District further reserves the right not to enter into and agreement for the services described in the RFP.

District may reject any or all proposals and may waive any immaterial deviation(s) in a proposal. District's waiver of an immaterial deviation shall in no way modify the RFP documents or excuse the Bidder from compliance with the other provisions of this RFP.

Confidentiality and Disposition of Proposals.

Proposals become the property of District and may be returned only at District's option and at Bidder's expense. Information, excluding Bidder's financial information and proprietary information, as clearly marked by Bidder, contained therein shall become public documents subject to the Public Records Act. Bidder must notify District in advance of any proprietary or confidential materials contained in the proposal and provide justification for not making such material public. District shall have sole discretion to

disclose or not disclose such material subject to any protective order, which Bidder may obtain.

Costs.

Costs of preparing a Response in response to this RFP are the sole responsibility of Bidders.

Fingerprinting and Drug-Free Policy.

The successful Contractor shall be required to complete any and all fingerprinting requirements and criminal background checks required by State law and shall also be required to complete a Drug Free Workplace Certificate.

Ownership of Bids. All proposals submitted become property of District. District reserves the right to make use of any and all information or ideas contained in the bids. These bids when submitted become public information and are subject the Freedom of Information Act requests from the general public. Any ideas, trade secrets, or proprietary or confidential information submitted by Bidders must be stamped as such; however, this may not preclude District from releasing such information if requested to do so. Entire bids designated as confidential may be rejected by District.

Terms and Conditions. The terms and conditions of this RFP are applicable and considered part of the award and subsequent agreement. They are as follows:

Solid, organic, green waste & recycling services shall be provided districtwide for the entire “Service Date” period in accordance with Agreement to District. The Agreement will be for a one (1) year term with four (4) 1-year renewal options identified herein as “Service Date”. Pursuant to the provision of California Education Code Section 17596, school districts may execute contracts for services up to five (5) years.

As full consideration for the faithful performance of the Agreement, District shall pay to Bidder, the rates offered in Bidder’s Pricing Form submitted with its bid and set forth on the Agreement. Payment terms shall be Net 30 and invoiced monthly against issued purchase order(s) for Services satisfactorily provided. In the event any invoices do not match the monthly charge listed in the bid, District reserves the right to withhold any disputed amounts until the billing issues are corrected.

Early Termination. Unless stated otherwise, this Agreement may be terminated by District upon giving thirty (30) calendar days advance written notice of an intention to terminate.

Termination for Cause and Convenience. Notwithstanding any provision herein to the contrary, if for any fiscal year of this Contract the governing body of District fails to appropriate or allocate funds for future periodic payments under the Contract after exercising reasonable efforts to do so, District will not be obligated to pay the balance remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and either party hereto may terminate the agreement upon sixty (60) days written

notice. Upon such notice, District shall be released of its obligations to make all further installment payments to Contractor.

During the term of this Agreement, Contractor shall maintain policies of insurance as required by the Contract Documents.

Contractor shall maintain insurance in accordance with the Contract Documents.

Contractor acknowledges that it is an independent contractor and not an employee, agent, or representative of District. Contractor acknowledges that it shall be solely responsible for and shall indemnify and hold District harmless from all matters relating to payment of Contractor's employees, subcontractors and others, including compliance with Social Security, withholding and all other laws and regulations governing such matters.

In the event contractor is unable to comply with any provision of this agreement due to causes beyond its control such as acts of God, acts of war, civil disorders, or other similar acts, Contractor shall not be held liable to District for such failure to comply. In the event District is unable to comply with any provision of this agreement due to causes beyond its control relating to acts of God, acts of war, civil disorder, or other similar acts, District shall not be held liable to Bidder for such failure to comply.

Provider agrees to provide Services for the "Service Date" at the monthly rates stated in the Pricing Form.

Termination of Agreement. If at any time, in the discretion of District, upon recommendation of the Purchasing Department; (1) provider fails to conform to the requirements of this agreement; (2) provider seeks relief under any law for the benefit of insolvent or is adjudicated bankrupt; (3) any legal proceedings are commenced against provider which may interfere with the performance of the agreement; or (4) provider has failed to supply an adequate working force, or material of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the agreement, notice thereof in writing may be served upon him, and should he neglect to provide means for a satisfactory compliance with the agreement, as directed by District's Board within the time specified by said notice District in any such case shall have the right and power, at its option and without prejudice to any other right it may have, to terminate the agreement. Any excess of the cost arising there from will be charged against the provider and his sureties, who will be liable thereof. In the event of such termination, all monies due the provider or retained under the terms of the agreement shall be forfeited to District; but such forfeiture will not release the provider or his sureties from liability for failure to fulfill the agreement.

Assignment of Work. Work assignments made at any time during the agreement period shall be completed under the terms and conditions of the Agreement.

Fingerprinting. During the entire term of the Agreement, the Contractor, including all sub contractor entities and their employees, shall fully comply with the provisions of California Education Code Section 45125.1 when District determines that the Contractor's employees and/or employees of sub-contractor entities will have contact with District pupils in performance of the work of this agreement. Contractor shall not permit any employee or sub-contractors to perform any services until the Department of Justice has determined that the employee has not be convicted of a felony or has not felony criminal charges pending as defined I Education section 45122.1. Contractor shall certify in writing that all of Contractor's employees and all sub-contractor employees, present or new hires, have not been convicted of a serious or violent crime or is awaiting adjudication of same. This certification shall be provided by Contractor to District prior to any of the Contractor's employees, or subcontractor's employees coming into contact with District pupils.

Preparation of Proposal Form. Proposals shall be submitted on the prescribed Proposal Form, completed in full. All proposals items and statements shall be properly and legibly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words govern and take precedence. The signatures of all persons shall be in longhand and in ink. Prices, wording and notations must be in ink or typewritten.

Form and Delivery of Proposals. The proposal must conform and be responsive to all Agreement Documents and shall be made on the Proposal Form provided, and the complete proposal, together with any and all additional materials as required, shall be enclosed in a sealed envelope, addressed and hand delivered or mailed to District Purchasing Office at 1791 W. Acacia Ave., Hemet, CA 92545 and must be received on or before the bid deadline (Public Agreement Code Section 20112). The envelope shall be plainly marked in the upper left hand corner with the bidder's name, the Agreement designation and the date and time for the opening of bids. **It is the Bidder's sole responsibility to ensure that its proposal is received prior to the bid deadline.**

Proposal Requirements. The Bidder, if awarded the Agreement, will execute the Agreement within fourteen (14) working days after notice of award of the Agreement, and will furnish certificates and endorsements evidencing that the required insurance is in effect, the Workers' Compensation Certificate, Drug-Free Work Place Certification, the Criminal Records Check Certification are in effect, all within fourteen (14) working days of the notice of award of the Agreement or as otherwise requested in writing by District.

Signature. Any signature required on Agreement Documents must be signed in the name of the Bidder and must bear the signature of the person or persons duly authorized to sign these documents. Where indicated, if bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president or vice president and one from among the secretary, chief financial officer, or treasurer. Alternatively, the signature of other authorized officers

or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. Where indicated, in the event that the Bidder is a joint venture or partnership, there shall be submitted with the bid certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful bidder, who shall act in all matters relative to the Agreement for the joint venture or partnership. If bidder is an individual, his/her signature shall be placed on such documents.

Modifications. Changes in or additions to any of the bid documents, summary of the work bid upon, alternative proposals, or any other modifications which are not specifically called for by District may result in District's rejection of the bid as being nonresponsive. No oral, telephonic, facsimile or electronic modification of any of the bid documents will be considered.

Erasures, Inconsistent or Illegible Proposals. The proposals submitted must not contain any erasures, interlineations, or other corrections unless each such correction is authenticated by affixing the initials of the person(s) signing the proposal in the margin immediately adjacent to the correction. In the event of inconsistency between words and numbers in the bid, words shall govern and take precedence. In the event that District determines that any bid is unintelligible, illegible or ambiguous, District may reject such bid as being nonresponsive.

Examination of Facilities and Agreement Documents. At its own expense and prior to submitting its Bid, each Bidder shall examine the Agreement Documents and the properties mentioned. It shall also familiarize itself with all Federal, State and local laws, ordinances, rules, regulations and codes affecting the performance of the Bid, and determine the character, qualities and quantities specified. **Bidder agrees that the submission of a bid shall be incontrovertible evidence that the bidder has complied with all the requirements of this provision of the Information for Bidders.**

Withdrawal of Proposals. Any proposal may be withdrawn, either personally or by written request signed by the Bidder, at any time prior to the scheduled closing time for receipt of proposals. No Bidder may withdraw any proposal for a period of sixty (60) calendar days after the date set for the opening of proposals.

Bidders interested in more than one Proposal. No person, Bidder, or corporation shall be allowed to make, or file, or be interested in more than one proposal for the same work unless alternate proposals are specifically called for by District. A person, contractor, or corporation that has submitted a sub proposal to a Bidder, or that has quoted prices of

materials/services to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders or submitting a bid on the Agreement.

Award of Agreement. District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding process. The award of the Agreement, if made by District, will be by action of the Governing Board and to the highest ranked Bidder/s determined by the Evaluation Criteria per the specifications of the RFP. If two identical bids are received from responsive and responsible bidders, the District will determine which bid will be accepted pursuant to Public Agreement Code Section 20117. In the event an award of the Agreement is made to a bidder, and such Bidder fails or refuses to execute the Agreement and provide the required documents within fourteen (14) working days after the notice of award of the Agreement to Bidder/s, District may award the Agreement to the next ranked responsive and responsible Bidder or reject all Bidders.

Insurance and Workers' Compensation. Successful Bidder/s shall be required to furnish certificates and endorsements evidencing that the required insurance is in effect. District may request that such certificates and endorsements are completed on District provided forms. In accordance with the provisions of Section 3700 and Section 1861 of the California Labor Code, the successful bidder shall secure the payment of compensation to all employees. The successful bidder who has been awarded the Agreement shall sign and file with District prior to performing the work, the Workers' Compensation Certificate included as a part of the Agreement Documents.

Anti-Discrimination. In connection with all work performed under this Agreement, there shall be no unlawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The successful Bidder/s agree to comply with applicable Federal and State laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900 and Labor Code Section 1735.

Indemnification and Insurance. Contractor shall hold harmless, indemnify and defend (with counsel acceptable to District), District's: boards, directors, employees, agents and consultants from and against any and all obligations, liabilities, claims, losses. Damages, costs and expenses (including attorney's fees and costs) arising from or in connection with (a) Contractor's conduct or negligent, willful or improper procedures in connection with the discharge of its responsibilities and obligations hereunder or any other negligent behavior or willful misconduct of Contractor, or (b) any breach or default by Contractor under this Agreement. The indemnification shall be in addition to other indemnification contained in the Agreement Documents. The Contractor shall supply the District with

certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive Thirty (30) days cancellation.

Non-collusion Declaration. In accordance with the provisions of Section 7106 of the Public Agreement Code, each bid must be accompanied by a Non-collusion affidavit. If there is reason to believe that collusion exists among the Bidders, District may refuse to consider bids from participants in such collusion. No person, vendor, or corporation under the same or different name, shall make, file, or be interested in more than one bid for the same work unless alternate bids are called for. A person, vendor, or corporation who has submitted a sub-Bid to a Bidder, or who has quoted prices on materials to a bidder, is not thereby disqualified from submitting a sub-bid or quoting prices to other bidders. Reasonable ground for believing that any bidder is interested in more than one Bid for the same work will cause the rejection of all bids for the work in which a bidder is interested. If there is reason to believe that collusion exists among the bidders, District may refuse to consider bids from participants in such collusion.

Tobacco-Free Policy. Successful bidder shall agree to enforce a tobacco-free work site.

Criminal Records Check. Successful Bidder/s shall be required to comply with the applicable requirements of Education Code Section 45125.1 with respect to fingerprinting of employees and must complete the District's Criminal Records Check Certification.

Force Majeure Clause. The parties to the Agreement may be excused from performance during the time and as to the extent that they are prevented from performing by any acts of God, fire, strike or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other part, provided that the nonperformance is not due to the fault or neglect of the part who does not perform.

Prohibited Interests. No official of District who is authorized in such capacity and on behalf of District to negotiate, make, accept, approve, or take part in negotiating, making accepting or approving this Agreement, shall become directly or indirectly interested financially in this Agreement or in any part thereof. Bidder shall receive no compensation and shall repay the District for any compensation received by Bidder hereunder, should Bidder aid, abet or knowingly participate in violation of this Article.

Protection of Persons and Property. The Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the execution of this Agreement and shall take all necessary measures and be responsible for

the proper care and protection of all materials delivered and work performed until completion and final acceptance by the District. All work shall be solely at Contractor's risk with the exception of damage to the work caused by "acts of God" as defined in Government Code Section 4151 (b).

Claims. If Contractor/s shall claim compensation for any damage sustained by reason of the acts of District or its agents, Contractor shall, within five (5) days after sustaining of such damage, make to District a written statement of the damage sustained. On or before the fifteenth day of the month succeeding that in which such damage shall have been sustained Contractor shall file with District an itemized statement of the details and amount of such damage, and unless such statement shall be made as thus required, Contractor's claims for compensation shall be forfeited and invalidated and shall not be entitled to consideration for payment on account of any such damage.

No Waiver. The failure of District in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

Law to Govern; Venue. This Agreement is made, entered into and executed in Riverside County, California and the Parties agree that any legal action, claim or proceeding arising out of or connected with this Agreement shall be filed in the applicable court in Riverside County, California. The Parties further agree this Agreement shall be construed, and all disputes hereunder shall be settled, in accordance with the laws of the State of California.

Attorney's Fees, Costs, and Expenses. In the event of any dispute between District and Contractor pertaining to this Agreement or the services or products provided for hereunder, the prevailing party (as determined by the court or arbitrator in any such action) shall be entitled to recover from the other party its reasonable attorneys' fees, costs and expenses Incurred in connection therewith. The term "attorneys' fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties hereto, which may include printing, photo-stating, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney and the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The terms and provisions of this Section shall survive the expiration or earlier termination of this Agreement.

PRICE FORM / ADDITIONAL FORMS

**RFP 2023-02
SOLID, ORGANIC, GREEN WASTE & RECYCLING SERVICES**

The undersigned, doing business under the firm name of _____, having carefully examined the Invitation, the Instructions to Bidder, Scope of Work, Evaluation and Award and all of the contract documents for the proposed Services proposes to perform the contract, including all of its component parts, and to furnish all labor, material, equipment, supplies, and taxes called for by them for the entire order, as follows:

Total Annual Cost: \$ _____

Total Annual Cost Written in Words: _____

Cash discount allowable ____% ____ days; unless otherwise stated, payment terms are: Net thirty (30) days.

Amount Written in Words. Where there is a discrepancy between words and figures, WORDS WILL GOVERN. Where there is a discrepancy between monthly price and annual cost, monthly cost will govern.

Please check your calculations before submitting your proposal; the District will not be responsible for Bidders miscalculations.

In the event that bidder intends to bid zero dollar value for any item shown in the Price Form, Bidder shall enter “zero” or “0” in the space provided for price or cost. With the exception of “Reason(s) for No Bid”, all spaces in the Bid/Price Form shall be filled in by bidders. District reserves the right to reject as non-responsive any or all bids containing blank spaces.

SITE BREAKDOWN.

Sites not listed as outlying are considered in the Hemet valley. The list of outlying schools are highlighted and are as follows:

- Idyllwild
- Hamilton Elementary
- Hamilton High
- Cottonwood

School Site/Facility	Address	City	Quantity	Size/Type	Days
Elementary Schools					
Bautista Creek Elementary	441 N Lake St	Hemet	2	4 yd. trash	M-F
Bautista Creek Elementary	441 N Lake St	Hemet	2	3 yd. recycle	Tu, Th
Cawston Elementary	4000 W Menlo Ave	Hemet	2	4 yd. trash	M-F
Cawston Elementary	4000 W Menlo Ave	Hemet	1	4 yd. recycle	Tu, Th
Cawston Elementary	4000 W Menlo Ave	Hemet	1	64 gl. Organic	F
Fruitvale Elementary	2800 W Fruitvale Ave	Hemet	2	3 yd. trash	M-F
Fruitvale Elementary	2800 W Fruitvale Ave	Hemet	1	3 yd. recycle	Tu, Th
Hamilton Elementary	57550 Mitchell Rd	Anza	1	3 yd. compactor	M-F
Hamilton Elementary	57550 Mitchell Rd	Anza	1	3 yd recycle	M, F
Harmony Elementary	1500 S Cawston Ave	Hemet	2	3 yd. trash	M-F
Harmony Elementary	1500 S Cawston Ave	Hemet	1	3rd. Recycle	Tu, Th
Harmony Elementary	1500 S Cawston Ave	Hemet	8	90 g. recycle	W
HDLA	26400 Dartmouth Ave	Hemet	2	3 yd. trash	M-F
HDLA	26400 Dartmouth Ave	Hemet	1	4 yd. recycle	Tu, Th
HDLA	26400 Dartmouth Ave	Hemet	4	90 g. recycle	Tu
Hemet Elementary	633 E Kimball Ave	Hemet	3	3 yd. trash	M-F
Hemet Elementary	633 E Kimball Ave	Hemet	2	3 yd. recycle	M-F
Hemet Elementary	633 E Kimball Ave	Hemet	1	64 g. Organic	F
Jacob Wiens Elementary	935 E Campus Way	Hemet	2	3 yd. trash	M-F
Jacob Wiens Elementary	935 E Campus Way	Hemet	1	3 yd. recycle	Tu
Little Lake Elementary	26091 Meridian St	Hemet		TBD	
Little Lake Elementary	26091 Meridian St	Hemet		TBD	
McSweeny Elementary	451 W Chambers St	Hemet	3	3 yd. trash	M-F
McSweeny Elementary	451 W Chambers St	Hemet	1	3 yd. recycle	M, F
McSweeny Elementary	451 W Chambers St	Hemet	7	90 g. recycle	M
Ramona Elementary	41051 E. Whittier Ave	Hemet		TBD	
Ramona Elementary	41051 E. Whittier Ave	Hemet		TBD	
Valle Vista Elementary	43900 Mayberry Ave	Hemet	1	3 yd. compactor	M-F
Valle Vista Elementary	43900 Mayberry Ave	Hemet	1	3 yd. trash	Tu, F
Valle Vista Elementary	43900 Mayberry Ave	Hemet	1	3 yd recycle	Th
Valle Vista Elementary	43900 Mayberry Ave	Hemet	1	64 g. Organic	F

Valle Vista Annex	26205 Fairview Ave	Hemet	1	3 yd. trash	Tu, F
Valle Vista Annex	26205 Fairview Ave	Hemet	1	3 yd. recycle	Tu
Valle Vista Annex	26205 Fairview Ave	Hemet	1	64 g. Organic	F
Whittier Elementary	400 W Whittier Ave	Hemet	3	3 yd. trash	M-F
Whittier Elementary	400 W Whittier Ave	Hemet	1	3 yd. recycle	M, W, F
Winchester Elementary	28751 Winchester Rd	Winchester	1	3 yd. trash	M-F
Winchester Elementary	28751 Winchester Rd	Winchester	1	3 yd. recycle	Th
K-8 Schools					
Cottonwood School	44260 Sage Rd	Aguanga	3	4 yd. trash	Tu, F
Cottonwood School	44260 Sage Rd	Aguanga	1	3 yd. recycle	F
Idyllwild School	26700 Hwy 243	Idyllwild	2	3 yd. trash	M, W, F
Idyllwild School	26700 Hwy 243	Idyllwild	2	3 yd. recycle	F
Middle Schools					
Acacia Middle	1200 E Acacia Ave	Hemet	1	3 yd. compactor	M-F
Acacia Middle	1200 E Acacia Ave	Hemet	1	3 yd. recycle	Th
Dartmouth Middle	41535 Mayberry Ave	Hemet	3	3 yd. trash	M-F
Dartmouth Middle	41535 Mayberry Ave	Hemet	2	3 yd. recycle	Th
Dartmouth Middle	41535 Mayberry Ave	Hemet	1	64 g. Organic	F
Diamond Valley Middle	291 W Chambers St	Hemet	2	4 yd. trash	M-F
Diamond Valley Middle	291 W Chambers St	Hemet	1	4 yd. recycle	Th
Diamond Valley Middle	291 W Chambers St	Hemet	20	90 g. recycle	M
Rancho Viejo Middle	985 N Cawston Ave	Hemet	1	3 yd. compactor	M-F
Rancho Viejo Middle	985 N Cawston Ave	Hemet	1	3 yd. recycle	M, W, F
Rancho Viejo Middle	985 N Cawston Ave	Hemet	10	90 g. recycle	W
High Schools					
Hamilton High	57430 Mitchell Rd	Anza	1	3 yd. compactor	M-F
Hamilton High	57430 Mitchell Rd	Anza	1	3 yd. trash	M-F
Hamilton High	57430 Mitchell Rd	Anza	2	3 yd. trash LL	Th
Hamilton High	57430 Mitchell Rd	Anza	3	3 yd. recycle	F
Hemet High Auto	41701 Stetson Ave	Hemet	3	3 yd. compactor	M-F
Hemet High Ag	41701 Stetson Ave	Hemet	1	3 yd. trash	M-F
Hemet High Stadium	41701 Stetson Ave	Hemet	3	3 yd. Trash	M, F
Hemet High Farm	41701 Stetson Ave	Hemet	5	3 yd. recycle	Tu
Hemet High Ag	41701 Stetson Ave	Hemet	1	40 yd. roll off	Will call
Tahquitz High	4425 Titan Trail	Hemet	8	3 yd. Trash	M-F
Tahquitz High Stadium	4425 Titan Trail	Hemet	1	3 yd. Trash	W

Tahquitz High	4425 Titan Trail	Hemet	2	4 yd. recycle	W
Tahquitz High	4425 Titan Trail	Hemet	24	90 g. recycle	W
West Valley High	3401 W Mustang Way	Hemet	3	4 yd. trash	M-F
West Valley High	3401 W Mustang Way	Hemet	2	3 yd. recycle	Th
West Valley High	3401 W Mustang Way	Hemet	3	40 yd. roll off	Will call
West Valley High	3401 W Mustang Way	Hemet	2	3 yd. compactor	M-F
Alternative Schools					
AOI/ASPIRE Campus	26866 San Jacinto St	Hemet	2	3 yd. Trash	M-F
AOI/ASPIRE Campus	26866 San Jacinto St	Hemet	1	3 yd. recycle	Tu
Santa Fe/Alessandro	831 E Devonshire Ave	Hemet	4	3 yd. trash LL	M-F
Santa Fe/Alessandro	831 E Devonshire Ave	Hemet	2	4 yd. recycle	Tu, Th
Santa Fe/Alessandro	831 E Devonshire Ave	Hemet	1	64 g. Organic	F
Valle Vista Preschool	26205 Fairview Ave	Hemet	1	3 yd. trash	Tu, F
Valle Vista Preschool	26205 Fairview Ave	Hemet	1	3 yd. recycle	Tu
Valle Vista Preschool	26205 Fairview Ave	Hemet	1	64 g. Organic	F
Administration					
Nutrition Center	2075 W Acacia Ave	Hemet	2	3 yd. trash	M, W, F
Nutrition Center	2075 W Acacia Ave	Hemet	2	4 yd. recycle	M, W, F
PDSC/Administration	1791 W Acacia Ave	Hemet	2	3 yd. trash	Tu, Th
PDSC/Administration	1791 W Acacia Ave	Hemet	2	3 yd. recycle	M, F
PDSC/Administration	1791 W Acacia Ave	Hemet	1	90 g. recycle	M, F
Transportation	435 S Lyon Ave	Hemet	1	3 yd. trash	M, W
Transportation	435 S Lyon Ave	Hemet	1	3 yd recycle	F
Maintenance	2075 W Acacia Ave	Hemet	2	3 yd. trash	M, W, F
Maintenance	2075 W Acacia Ave	Hemet	1	3 yd. recycle	W
Transfer station-Green	26898 Dartmouth Ave	Hemet	4	40 yd. roll off	Will call
Transfer station-Trash	26898 Dartmouth Ave	Hemet	2	40 yd. roll off	Will call
Transfer station-Concrete	26898 Dartmouth Ave	Hemet	1	Low boy	Will call

SUBMITTED BY:

COMPANY

ADDRESS

CITY/STATE/ZIP

SIGNATURE

PLEASE TYPE OR PRINT NAME

TITLE

DATE

PHONE

FAX

To be completed and returned with your RFP Response

MANDATORY FORMS

BID PROPOSAL PAGE

Name of Bidder:

To: Hemet Unified School District, acting by and through its Governing Board, herein called the "District".

1. The undersigned Bidder, having become familiarized with all the following documents including but not limited to the Notice Calling for Proposals, Proposal Form, Proposal Form Price Sheet, Non-collusion Declaration, Workers' Compensation Certificate, Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, all insurance requirements, and Special Provisions, specifications, and all modifications, addenda and amendments, if any (hereinafter Proposal Documents), the local conditions affecting performance and the cost of performance, hereby proposes and agrees to be bound by all the terms and conditions of the Proposal Documents and agrees to perform, within the time stipulated, everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, supplies, tools, equipment, and all applicable taxes, utility and transportation services necessary to perform and complete in a good workmanlike manner everything required to be performed in accordance with all applicable laws, codes, regulations, ordinances and any other legal requirements in connection with the following:

**PROPOSAL FORM
RFP NO. 2023-02: SOLID, ORGANIC, GREEN WASTE & RECYCLING
SERVICES**

All in strict conformity with the Bid Documents, including Addenda Nos. ____, ____, ____, on file at the office of **District** for the sums as set forth in this Bid Form.

Name of Bidder _____

BASE PROPOSAL:

The undersigned, having carefully examined the information for Bidders, Agreement Forms, General Conditions and Drawings, if applicable, prepared by the Hemet Unified School District, 1791 West Acacia Ave., Hemet, CA 92545 for agreed upon Services, hereby submit to listed pricing for the specified services. Bidder guarantees that all services meet the specifications listed, unless otherwise stated herein. In order to establish an equitable framework from which to base a comparison of all proposals submitted, the Bidders shall submit their costs for such Services on the lines below. The pricing formula proposed, will be the same formula the Bidder will use for determining actual costs of

routes provided by District if awarded the agreement. Any changes to the formula proposed will be negotiated with District prior to award of an agreement or only with District's approval after the award.

1. Each individual proposal term shall be determined from reviewing all portions of the Proposal Documents, and shall include all items necessary to complete the services, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the services, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the services, and the furnishing of tools, equipment, supplies, facilities, labor, and supervision, required to perform and complete the services, all as per the requirements of the Proposal Documents, whether or not expressly listed or designated.
2. It is understood that District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Bidder agrees that this bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.
3. It is understood and agreed that if written notice of the award of a agreement is mailed, faxed, or delivered to the bidder, the bidder will execute and deliver to the District the Agreement and will also furnish and deliver to District certificates and endorsements of insurance, the Workers' Compensation Certificate, Drug-Free Work Place Certification, the Criminal Records Check Certification, and Tobacco Use Policy Certification, within fourteen (14) working days of the notice of award of the agreement, or as otherwise requested in writing by District.
4. Communications conveying notice of award of the agreement, requests for additional information or other correspondence should be addressed to the bidder at the address stated below.
5. The name(s) of all persons interested in the bid as principals are as follows:

6. In submitting this proposal, Bidder offers and agrees that if the proposal is accepted, it will assign to District all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code section 16700 et seq.) arising from purchases of goods, materials, or services by the bidder for sale to District pursuant to the bid. Such assignment shall be made and become effective at the time the District tenders final payment under the agreement. (Government Code section 4550 et seq.).
7. The undersigned hereby warrants that the bidder has all appropriate licenses, at the time of the bid opening, that such license entitles bidder to provide the services, that

such license will be in full force and effect throughout the duration of performance of any awarded agreement. Bidder shall be nonresponsive if Bidder is not licensed as required by District at the time of the bid opening.

8. Bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 (IRCA) in the hiring of its employees, and Bidder shall indemnify, hold harmless and defend the District against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.
9. It is understood and agreed that if requested by the District, the bidder shall furnish a notarized financial statement, references, and other information required by the District sufficiently comprehensive to permit an appraisal of Bidder's ability to perform the awarded agreement.
10. Time is of the essence.
11. The required non-collusion declaration is attached as required by Public Agreement Code Section 7106. Bidder understands and agrees that failure to submit a completed and signed declaration will render the bidder automatically nonresponsive.
12. The District reserves the right to award agreement(s) to the highest ranked Bidder determined by the Evaluation Criteria.
13. The Information Required of Bidder form has been fully completed and is attached hereto.

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

Individual Name: _____

Signed by _____

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____ Fax: _____

Partnership Name: _____

Signed by _____

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____ Fax: _____

Corporation Name: _____

Business Address: _____

Telephone: _____ Fax: _____

Signed by: _____ President, Date: _____

Print Name: _____ President

Signed by: _____ Secretary, Date: _____

Print Name: _____ Secretary

(Seal)

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

PROPOSAL RESPONSE FORM

The work will be performed in accordance with the requirements outlined in the specifications and scope of work, and will be performed by the personnel identified in the proposal. The Vendor will enter into an agreement with the District in the form submitted with this Request for Proposal.

Name of Business

Signature Title

Printed Name of Signer Date

Telephone Number Fax Number

Email Address

Business Web Address

STATEMENT OF QUALIFICATIONS

1. Business name, address and contact information:

2. Telephone: _____ Fax: _____
3. E-mail: _____ Website URL: _____
4. Type of firm: (check one)
5. Individual Partnership Corporation Joint Venture
6. Identify the Respondent's interest and qualifications in providing health plan coverage/services as outlined.
7. Summarize/describe how the Respondent meets the minimum requirements as described herein.
8. **Background, Financial Capacity & Management Structure:**
 - a. A brief history of the company;
 - b. Key differentiating factors and areas of expertise;
 - c. Length of time providing such services, and
 - d. Location of California offices.
9. **Company Personnel and Qualifications:**
 - a. Location(s) from which employees will be assigned.
 - b. Names of senior members who will be responsible for working with the District on the services provided.
 - c. Enclose a resume with qualifications and experience for the proposed staff.

REFERENCES

1. Have you ever had any direct or indirect business, financial, or other connection with any official, employee, or consultant of the District? Yes No

a) If Yes, identify and elaborate and discuss any potential, apparent, or actual conflict of interest:

2. Each Bidder must include the following reference information:

a) List at least three clients for whom you have provided similar services. Include the names, addresses, telephone numbers, and e-mail addresses of the persons who can be contacted. Information obtained through the references will be evaluated by the District.

Name	Address	E-mail Address	Phone Number
<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>
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LEGAL

1. 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? Yes No

a) If Yes, provide the name of the public agency and brief:

2. Have you ever had a services agreement terminated for convenience or default in the prior five (5) years? Yes No

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

3. 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? Yes No

a) If Yes, provide details:

LEGAL (continued)

4. Is your Business, owners, and/or any principal or manager involved in or aware of any pending disciplinary action and/or investigation conducted by local, state or federal agency? Yes No

a) If Yes, provide details:

5. Will your firm comply with all District, local, state, and federal legal requirements, regulations, and laws? Yes No

SAMPLE AGREEMENT

RFP NO. 2023-02 SOLID, ORGANIC, GREEN WASTE & RECYCLING COLLECTION SERVICES

THIS AGREEMENT dated as of _____, 2022 (“Effective Date”), is made and entered into by and

between the Hemet Unified School District (“DISTRICT”), and _____ (“PROVIDER”). Collection Service shall begin on _____, 2022 through _____, 2023 (“Service Date”).

For the consideration stated below, DISTRICT and PROVIDER agree as follows:

1. The complete Agreement includes and incorporates by reference herein all of the “Contract Documents” including: the Agreement, Request for BID number 2023-02, Notice to Bidders, Bid Instructions, General Terms and Conditions, Service Requirements, Pricing Form (Exhibit A), Non-collusion Declaration, No Prohibited Interest/Conflict of Interest Declaration, Contractor’s Certificate Regarding Workers Compensation, Prime Point of Contact, References, and all modifications, addenda, bulletins, and amendments.
2. PROVIDER was selected based on the Evaluation Criteria and passed all criteria elements set forth in the bid. The Waste Collection Program shall meet all State and Local codes and regulations in addition to the Contract Documents and all provisions of the complete Agreement as herein defined. The PROVIDER shall be liable to DISTRICT for any damages arising as a result of a failure to fully comply with this obligation, and the PROVIDER shall not be excused with respect to any failure to fully complying with the requirements of the Contract Documents. Internet Service shall be provided in strict accordance with the Contract Documents.
3. Services shall be provided for the entire “Service Date” period in accordance with Agreement to DISTRICT. The Agreement will be for a one (1) year term with four (4) 1-year renewal options identified herein as “Service Date”. Pursuant to the provision of California Education Code Section 17596, school districts may execute contracts for services up to five (5) years.
4. As full consideration for the faithful performance of the Agreement, DISTRICT shall pay to PROVIDER, the rates offered in PROVIDER’s Pricing Form submitted with its BID and set forth on the Agreement. Payment terms shall be Net 30 and invoiced monthly against issued purchase order(s) for Services satisfactorily provided. In the event

any invoices do not match the monthly charge listed in the bid, the DISTRICT reserves the right to withhold any disputed amounts until the billing issues are corrected.

5. Early Termination. Unless stated otherwise, this Agreement may be terminated by DISTRICT upon giving thirty (30) calendar days advance written notice of an intention to terminate.

6. Termination for Cause and Convenience. Notwithstanding any provision herein to the contrary, if for any fiscal year of this Contract the governing body of DISTRICT fails to appropriate or allocate funds for future periodic payments under the Contract after exercising reasonable efforts to do so, DISTRICT will not be obligated to pay the balance remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and either party hereto may terminate the agreement upon sixty (60) days written notice. Upon such notice, DISTRICT shall be released of its obligations to make all further installment payments to PROVIDER.

7. During the term of this Agreement, PROVIDER shall maintain policies of insurance as required by the Contract Documents.

8. PROVIDER shall maintain insurance in accordance with the Contract Documents. PROVIDER shall indemnify, hold harmless and defend DISTRICT, and its Board of Trustees, officers, agents and employees from and against all claims, damages, losses and expenses, including costs and attorney's fees, arising out of or resulting from PROVIDER's work under this Agreement or in consequence of the use by DISTRICT of Services provided pursuant to this Agreement.

9. PROVIDER acknowledges that it is an independent contractor and not an employee, agent, or representative of DISTRICT. PROVIDER acknowledges that it shall be solely responsible for and shall indemnify and hold DISTRICT harmless from all matters relating to payment of PROVIDER'S employees, subcontractors and others, including compliance with Social Security, withholding and all other laws and regulations governing such matters.

10. In the event contractor is unable to comply with any provision of this agreement due to causes beyond its control such as acts of God, acts of war, civil disorders, or other similar acts, PROVIDER shall not be held liable to DISTRICT for such failure to comply. In the event DISTRICT is unable to comply with any provision of this agreement due to causes beyond its control relating to acts of God, acts of war, civil disorder, or other similar acts, DISTRICT shall not be held liable to PROVIDER for such failure to comply.

11. PROVIDER agrees to provide Services for the "Service Date" at the monthly rates stated in the Pricing Form. Service levels shall be provided as described below:

Minimum Vendor Qualifications

1. PROVIDER must assign an individual and alternate to service each District site. Any addition or replacement of personnel must be approved by the District Contract Administrator.
2. PROVIDER must supply District with route information and approximate times of collection.
3. PROVIDER must have experience in waste collection for at least five (5) years with a minimum of three (3) clients in a similar industry environment.

Compliance with Law

1. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. PROVIDER shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. PROVIDER agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach.
2. Non-Discrimination. There shall be no unlawful discrimination in the contracting of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons.
3. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties also agree that, in the event of litigation, venue shall be in the proper state or federal court located in Riverside County, California.

Notices: Communications hereunder shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business or by email if provided by DISTRICT.

Binding Effect: This Agreement shall inure to the benefit of and shall be binding upon DISTRICT and PROVIDER and their respective successors and assigns.

Severability: In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or under unenforceable any other provision hereof.

Entire Agreement: The complete Agreement, as set forth on page 48 of this document, constitutes the entire agreement of the parties. No other agreements, oral or written, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties.

Authority: The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.

Liquidated Damages: Provider must deliver Services beginning on the “Service Date” identified herein the Agreement. Liquidated damages will be assessed for each bin not serviced at a rate of \$200 per bin per calendar day.

“Liquidated damages,” is expressly understood and agreed to by the parties hereto:

_____ Provider’s Initials

_____ District’s Initials

Performance Penalty: Performance penalty will be assessed at a proportionate cost, on a time basis only, for the Services that DISTRICT fails to receive based from the contract pricing. DISTRICT reserves the right to request PROVIDER to deliver a performance bond, acceptable to DISTRICT, in the amount of 100% of the yearly Services fee.

Invoicing: Billings must be consistent and accurate with proper and dependable bill cycles. Invoices shall be sent as hard copy printout, disc, CD, or by Internet as requested by District. All invoices and statements shall read: Hemet Unified School District, c/o Accounts Payable, 1791 W. Acacia Ave, Hemet, CA, 92545. All invoices shall contain the DISTRICT’S purchase order number. Partial payments will not be made; all receipts must be accounted for and reconciled to PROVIDER’S summary monthly billing.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first hereinabove written.

HEMET UNIFIED SCHOOL DISTRICT _____

IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written.

DISTRICT

PROVIDER:

Typed or Printed Name

Typed or Printed Name

Title

Title

Signature

Signature

Dated: _____

Type or Printed Name

Title (Authorized Officers or Agents)

Signature

(CORPORATE SEAL)

SAMPLE

ADDITIONAL INFORMATION

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

SAMPLE

WORKERS' COMPENSATION
(FORM MUST BE SUBMITTED WITH PROPOSAL)
LABOR CODE SECTION 3700

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

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

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

(c) For any. county, city, city and county, municipal corporation, public district, public agency or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers, compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state that, 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 of the Labor Code.

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

Name of the Contractor

By _____
Signature

Print Name

Title

Date

(In accordance with Article 5, commencing with Sections 1860 and 1861, Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

VENDOR CERTIFICATION
REGARDING BACKGROUND CHECKS

_____ certifies that it has performed one of the following:
[Name of Vendor]

Pursuant to Education Code Section 45125.1, Vendor has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the Hemet Unified School District, pursuant to the agreement/purchase order dated _____ and that none have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c), respectively.

As further required by Education Code Section 45125.1, attached hereto as Attachment "A" is a list of the names of the employees of the undersigned who may come in contact with pupils.

OR

Pursuant to Education Code Section 45125.2, Vendor will ensure the safety of pupils by one or more of the following methods:

The installation of a physical barrier at the worksite to limit contact with pupils.

Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

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

Date _____, 20____

(Name of Vendor/Consultant)

By its: _____

VENDOR CERTIFICATION
REGARDING DRUG-FREE WORKPLACE

This Drug-Free Workplace Certification form is required from all successful *bidders/vendors/contractors* pursuant to the requirements mandated by Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a agreement or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by performing certain specified acts. In addition, the Act provides that each agreement or grant awarded by a State agency may be subject to suspension of payments or termination of the agreement or grant, and the Vendor, consultant or grantee may be subject to debarment from future contracts, if the contracting agency determines that specified acts have occurred.

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

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

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

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

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

DATE: _____

VENDOR/CONTRACTOR

By: _____

Signature

**VENDOR CERTIFICATE REGARDING ALCOHOLIC BEVERAGE AND
TOBACCO FREE CAMPUS POLICY**

VENDOR agrees that it will abide by and implement DISTRICT's Alcoholic Beverage and Tobacco Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, at any time, on DISTRICT-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles. VENDOR shall procure signs stating "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

DATE: _____

VENDOR

By: _____

Signature

LEAD-PRODUCT(S) CERTIFICATION

California Occupational Safety and Health Administration (CalOSHA), Environmental Protection Agency (EPA), California Department of Health Services (DHS), California Department of Education (CDE), and the Consumer Product Safety Commission (CPSC) regulate lead-containing paint and lead products. Because the Contractor and its employees will be providing services for the District, and because the Contractor’s work may disturb lead-containing building materials, **CONTRACTOR IS HEREBY NOTIFIED** of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

THE UNDERSIGNED HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT HE OR SHE HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER’S PROPERTY, AS WELL AS THE EXISTENCE OF APPLICABLE LAWS, RULES AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL OF, SUCH MATERIALS WITH WHICH IT MUST COMPLY. THE UNDERSIGNED ALSO WARRANTS THAT HE OR SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____



Christi Barrett, Ph.D.
Superintendent

Darrin Watters
Deputy Superintendent
Tracy Chambers
Assistant Superintendent
Derek Jindra, Ed.D.
Assistant Superintendent
Jennifer Martin, Ed.D.
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Rob Davis
Megan Haley
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Ross Valenzuela


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TO: Vendors, Suppliers and Contractors

This letter constitutes notice to District vendors and contractors ("Firm(s)") of the need to comply with economic sanctions imposed by the federal government and the State of California in response to Russia's actions in Ukraine ("Notice").

On February 21, 2022, President Biden issued Executive Order 14065 (<https://www.whitehouse.gov/briefing-room/presidential-actions/2022/02/21/executive-order-on-blocking-property-of-certain-persons-and-prohibiting-certain-transactions-with-respect-to-continued-russian-efforts-to-undermine-the-sovereignty-and-territorial-integrity-of-ukraine/>; "Federal Order") imposing economic sanctions and prohibiting many activities including, but not limited to, investing, importing, exporting, and contracting, in areas of Ukraine and in Russia. On March 4, 2022, California Governor Newsom issued Executive Order N-6-22 requiring state agencies to take steps to ensure any agency and entity under contract with state agencies comply with the Federal Order (<https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>; "State Order").

Your Firm, as a vendor with the District, must comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including the orders and sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Under the Federal Order and the State Order, failure to comply may result in the termination of your Firm's contract with the District.

If your Firm's contract with the District has a cumulative value of \$5 million or more, please provide a written response to the undersigned within thirty (30) days of the date of this Notice indicating:

- (1) that your Firm is in compliance with the required economic sanctions of the Federal and State Orders;
- (2) the steps your Firm has taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

The District thanks you for your attention to this important matter. Please notify the undersigned if you have any questions, although the District will not provide advice on how to ensure compliance with either the Federal or State Orders.

Sincerely,

Dawn Bray

Director of Purchasing, Warehouse & Contracts
Hemet Unified School District
951.765.5100 ext. 5600