CORONA-NORCO UNIFIED SCHOOL DISTRICT
PURCHASING DEPARTMENT

EXHIBIT A
SCOPE OF WORK

BID No. 2019/20-046

WASTE DISPOSAL AND RECYCLING SERVICES
EXHIBIT A – SCOPE OF WORK

1.0 DEFINITIONS

1.1 Board, Board of Education or District’s Governing Board refers to the Board of Education of the Corona-Norco Unified School District.

1.2 Trucks or Vehicles, as used in the Bidders Scope of Work, refers to mechanical vehicles used to pick up, haul away and delivery of the waste to the designated facility.

1.3 Bid or Bidder’s Scope of Work refers to the following Specifications, including all exhibits, drawings, attachments and other materials therein and any addenda thereto, which are incorporated by reference into the Bid Form.

1.4 Bidder or Contractor refers to the individual, firm, partnership, corporation or combination thereof which is the successful Bidder for this Project and which, as an independent contractor, enters into a contract with the District. The Bidder / Contractor shall be referred to throughout this document by singular number and masculine gender.

1.5 Contract or Agreement refers to the agreement for scope of services, terms and conditions, pricing and other specifics that is executed between the successful Contractor and the District. The Scope of Work and Contract contain the Agreement terms.

1.6 Day, unless otherwise indicated, refers to a calendar day.

1.7 District refers to the Corona-Norco Unified School District, which shall be referred to throughout the Bid Scope of Work as if singular in number. The term District shall mean the District or the District’s authorized representative.

1.8 Waste refers to any and all waste, including without limitation, trash, garbage, refuse and other organic waste as further described in the bid document.

1.9 Project or Services refers the total and satisfactory performance of the District's Waste Disposal and Recycling Services and all related services performed in accordance with the Contract.

1.10 School Day refers to a day on which school instruction is planned according to the District’s master calendar.

1.11 Superintendent refers to the Superintendent of Schools of the Corona-Norco Unified School District or designee.
2.0 BACKGROUND

The Corona-Norco Unified School District is located approximately 45 miles southeast of Los Angeles in western Riverside County. The District consists of thirty-one elementary schools, eight intermediate/middle schools, five comprehensive high schools, a middle college high school and three alternative schools. The District serves over 53,000 students in the diverse communities of Corona, Norco and Eastvale. CNUSD is the largest school district in Riverside County and the tenth largest district in California and has been providing quality education to the students of the Eastvale, Corona and Norco area for over 120 years. Of the 53,000 students, approximately 43% receive a free or reduced priced lunch and approximately 74% are minority students from diverse cultural backgrounds. The general fund-operating budget for the fiscal year 2017 – 2018 is approximately $553,000,000. The DISTRICT’S administrative offices are located at 2820 Clark Avenue, Norco, CA 92860. In addition, the District’s Transportation Services and other DISTRICT support services are located at 300 Buena Vista Avenue, Corona, CA 92882. DISTRICT is financed primarily by Federal and State monies. DISTRICT also administers specially funded projects, grants, and contracts with various federal, state, and private agencies.

3.0 SPECIFICATIONS

1. SCOPE OF WORK: The Corona-Norco Unified School District wishes to contract with one (1) Contractor to provide waste disposal and recycling services, and trash containers necessary for the regular removal of waste on school sites and offices located within the boundaries of the District, as shown in Appendix B, attached herein. The service will consist of regular pickups from school sites and other locations within the Corona-Norco Unified School District, and disposal of all waste and debris which has been placed in containers furnished by the Contractor. The successful bidder will be responsible for the maintenance and upkeep of the trash containers.

2. EQUIPMENT AND LABOR: The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor and materials necessary to furnish the service herein described, the service to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the specification.

   a. A minimum of one truck for each type of regular service and at least one spare truck for each type of service for emergency service shall be required during the period of the contract. Trucks shall have the ability to load for a minimum of a 2-6 cubic yard bin, be front loader type refuse trucks, and waste wheeler type loader if required for recycling and shall have been inspected and approved by the Administrative Director of Support Services or his representative, and shall be clearly identified on the outside of the driver's door with the firm name and truck number. Trucks shall meet all legal requirements necessary, including a back-up bell, for operation under this contract.

   b. All persons employed in the performance shall be especially skilled for the kind of work for which they are employed and shall work under direction of
competent supervision. Any person employed by the Contractor who the District may deem to be incompetent, unfit, or unacceptable to the District shall be dismissed from the work and shall not again be employed on this project, accept with written consent of the District.

3. **CONTRACTOR FURNISHED EQUIPMENT:** The contractor will be required to furnish metal bins (dumpsters) two (2) to six (6) cubic yard capacity (size of bin may change as required by the needs of the District) in the sizes and in the quantities shown in the Service Schedule attached herein as Appendix B. Bins must be leak-proof. All maintenance of trash containers are contractor’s responsibility. All containers shall be steam cleaned inside and out, disinfected and deodorized as often as required to assure that all containers are sanitary. In the event the District calls in a complaint on a container that needs sanitizing or repair (includes paint in good condition), the container shall be cleaned or replaced within 24 hours. All bins shall be painted with the Contractor’s standard color and shall prominently display the name and telephone number of the Contractor.

   a. Containers: Service shall include the furnishing of a sufficient number of proper containers at each location, as determined by the District’s Support Services Department. Containers shall be new, non-combustible, covered, water tight, square top or slant top, with heavy-duty casters. Select bins shall have locking lids. Bins shall be maintained in sanitary condition, kept properly painted and in good repair at all times by the Contractor. Repair or replacement of bins shall be handled within 24 hours. Contractor is responsible for keeping all areas clean and free of any debris resulting from on site repairs, container transfers, and pick-up services. All efforts to reduce odor should be taken.

   b. Radio Communications: Contractor agrees to provide two-way radio communications in the trucks providing waste disposal services so that close control may be maintained as well as providing expeditious service.

4. **RECYCLING PROGRAM:** It shall be incumbent upon the Contractor awarded the contract continue to implement a District-wide recycling program. The Contractor shall promote, at a minimum, a fully commingled recycling program in all of the Corona-Norco Unified School District school and support sites. Commingled items include but are not limited to: Aluminum cans, tin/steel cans, glass bottles and jars, plastic, bottles, wire coat hangers, paper (including staples and clips), cardboard, colored brochures, magazines, paperboard, phone books, manila folders. Additional recyclable commodities, not included in the bidder’s base bid, may be specified in the bid document or negotiated at a later date.

   Each Contractor shall describe, in detail, their recycling program including: type of containers, materials to be collected, vehicles to be used for collection, requirements of the patrons of the facility (teachers, administrators, support staff, students, etc.) to separate materials and any other factors deemed relevant to the Contractor. This description shall be submitted with the sealed bid response and include a description of revenue sharing arrangements or rebates for recyclables, as may be applicable.

On a quarterly basis, commencing three (3) months after the bid is awarded, the Contractor will be required to submit data to the District that would help the
District meet the requirements of the Integrated Waste Management Act of 1989 (AB939); California Global Warming Solutions Act of 2006 (AB32) available at the CA Recycle website: https://ww3.arb.ca.gov/cc/scopingplan/scopingplan.htm. This data shall be prepared for this bid and delivered to the Corona-Norco Unified School District, Support Services Department, 300 Buena Vista Avenue, Corona, CA 92882. The data shall contain, at the minimum, the total tonnage of waste picked up from the District and the tonnage diverted from the landfill in recyclable materials.

5. DIVERSION PROGRAM: Per Public Resources Code Sections 42620-42622 & 42630, contractor will provide the District with waste disposal and recycling collection services as required herein. The Contractor shall provide a sorting mechanism service (or other method) resulting in a minimum of 75% diversion from landfill of all solid waste through source reduction, recycling, and organic waste recycling. Monthly reports are due to the District confirming waste diversion from landfill.

6. FOOD AND ORGANIC WASTE DISPOSAL: It is the intent of the District to divert food waste and organic waste materials from landfill disposal, where opportunities exist, to assist the State of California in achieving the 75% solid waste reduction goals per AB 341 (Chapter 476, Statutes of 2011) and food and organic waste reduction per AB 1826 Chesbro (Chapter 727, Statutes of 2014) and as may be amended.

A. The Contractor shall provide all labor, including travel and per diem, materials, non-consumable supplies, transportation, equipment, training of key facility personnel, and every other item of expense necessary to perform Food Waste and Organic Waste Recycling and Collection Services for the District. Specifically, the Contractor will provide receptacles for use by staff in the kitchens and the designated Child Nutrition cooking areas for pre-sorting purposes of food and organic waste at no additional cost. Note, the District Staff will be pre-sorting on site. The food and organic waste collected in these receptacles will be dumped by the District Nutrition Staff into the larger bin located at the District locations specifically designated for Organic Waste Only.

B. The Contractor will pick up the larger bin on the designated dates noted on Appendix B – SERVICE SCHEDULE & PICK-UP SCHEDULE. These receptacles shall be brightly colored and easily identifiable by staff as food and organic waste bins ONLY. The contractor will recommend a size(s) for each receptacle and the sizes must be approved by the District, and can be changed at the District’s request at any time during the duration of the contract as needed, to better serve the needs of the kitchen and the space available.

C. Food and organic recycling and collection services, as defined for the purposes of this agreement, shall include pick-up and delivery by the Contractor of food waste and organic waste materials to authorized diversion facilities that process the materials into acceptable end uses, as defined in this agreement, in a manner consistent with all applicable laws and regulations.

D. Food waste and organic waste materials, as defined for the purposes of this agreement, shall include, but not be limited to, food and food residuals, coffee grounds and filters, meat and bones, food-soiled paper, wax-coated cardboard, milk
and juice containers, egg crates, sawdust, grass, leaves and prunings, and any other food and organic items that the Contractor deems recyclable. Inedible kitchen grease and grease from sewer traps is not included in this contract.

E. Acceptable end uses for the organic waste materials, as defined for the purpose of this agreement, include processing into animal feed, composting into valuable soil amendments, production of biofuels/bioenergy through anaerobic digestion, or rendering into by-products or bioenergy. Unacceptable end uses include: disposal into a landfill, direct land application and transformation.

i. For Animal Feed: If the contractor proposes animal feed as one of the acceptable end uses, the Contractor shall haul acceptable materials to an authorized facility for further processing into animal feed. The Contractor shall not hold the District liable for any damages or losses caused by feeding the material to domestic animals or the production of any product from the material received. It shall be the responsibility of the Contractor to screen and process the material in accordance with the California Department of Food and Agriculture (CDFA) and/or any other regulating agency’s standards including all Federal, State and Local laws, rules and regulations applicable to the animal food production industry.

ii. For Composting and Anaerobic Digestion: If the Contractor proposes composting and/or anaerobic digestion as one of the acceptable end uses, The Contractor shall haul acceptable materials to an authorized facility for further processing into valuable soil amendments and/or biofuels or bioenergy. Acceptable material may consist of, but not be limited to, food and food residuals, sawdust, egg crates, landscaping material not processed onsite, coffee grounds, wax coated cardboard and/or milk or juice containers. If the materials are used in anaerobic digestion, acceptable materials may include soiled paper and paper products, meat and bones, as well as food waste and green waste materials.

iii. For Rendering: If the contractor proposes rendering as one of the acceptable end uses, The Contractor shall haul materials suitable for rendering, such as meat and bones, to an authorized facility for further processing into by-products or bioenergy.

All services undertaken by the Contractor in recycling the trash shall be complete – from beginning to end. The Contractor is not allowed to surcharge the District for any ordinary services. The pricing offer shall include all cost for this service. Also, The Contractor shall comply with all applicable laws, statutes, regulations and ordinances, and possess all necessary licenses and permits during the performance of the agreement.

Directly disposing of food waste and organic waste materials at a landfill before being taken to an authorized organic waste processing facility may be cause for termination of the agreement.

If the Contractor can provide a cardboard baler for the Warehouse Center yard they should also state this and the program offered as an attachment to the bid.
7. DAYS OF OPERATION, SCHEDULES, AMOUNTS OF SERVICE REQUIRED, ETC.: Regular pick up service shall be made between the hours of 7:00 a.m. and 5:00 pm, Monday through Friday. Once a schedule for a site is established, subsequent pick-ups must be at the same time each service day. The submittal of a proposal is acknowledgement of the Bidder’s intent of compliance with this scheduling requirement.

A. Pick up for regular school sites shall be made daily (or as otherwise indicated in the Service Schedule, Appendix B) except for Saturdays, Sundays and legal holidays.

B. Pick up for regular school sites for recyclables will be done twice a week (or as otherwise indicated in the Service Schedule, Appendix B) except for Saturdays, Sundays and legal holidays.

C. Pick up for the remaining locations, including office locations, shall be as noted on the Service Schedule, except for Saturdays, Sundays, and legal holidays.

D. Pick up service is to continue on an on-call, as-needed basis during Winter, Spring, Summer and for Off-Track sites. Invoices will be modified to reflect the adjusted service schedule. Services during this period shall not be considered extra services or as additional cost.

E. Summer School is generally in session from the middle of June through the first week of August. Regular pick up service shall continue during this period or as directed by Support Services Department. District may reduce frequency of pick-up during the summer months of operation.

F. Contractor will be provided with school calendars for all sessions scheduled during the fiscal year. Summer school calendars will be provided when available, usually in March of each calendar year. The District school calendar is available at [https://www.cnusd.k12.ca.us/our_district/school_calendars](https://www.cnusd.k12.ca.us/our_district/school_calendars)

F. Log of inadequate service: The District Support Services Department will maintain a complete log of all calls made to the Contractor regarding inadequate service. The Contractor shall receive a copy of said log and shall not charge any additional cost for missed or additional pickups.

G. Waste Audit: The Contractor awarded this bid shall conduct and submit a waste audit to the District within 3 months of starting this service. At that time, the District and Contractor will adjust the size, quantities and frequency of pick-ups based on the information contained in the waste audit. As a means to further reduce the District’s waste disposal costs, waste audits will be an ongoing requirement of the Contractor to provide to the District.

H. Service Schedule: The Service Schedule located in Appendix B provides the following information: Names and addresses of District sites to be serviced, the number and sizes of containers required at each site, and the frequency of pickup at each site FOR BIDDING PURPOSES THE CONTAINER SIZE, QUANTITIES AND FREQUENCY OF PICK-UP CANNOT BE CHANGED. THE
BIDDER'S PRICE, AS GIVEN IN THE SUBMITTED BID, MUST BE BASED ON THE INFORMATION CONTAINED IN THE SERVICE SCHEDULE.

I. Should the District request additional pick-ups, the Contractor shall invoice the District at the submitted rates in the bid. Likewise, should the Contractor fail to pick up refuse per the agreement, the District shall withhold payments accordingly.

J. The Contractor shall be allowed one (1) week prior to the start of the contract to place containers in the required locations.

8. SAFETY PRECAUTIONS: Before entering the grounds of any school where children are present, the driver shall when necessary, notify the person in charge of the pupils. Speed on the school grounds shall at no time exceed five (5) miles per hour. The greatest care shall be exercised in guarding the safety of the children. If it is necessary to back-up on the school grounds, all necessary safety precautions shall be used and a back-up bell must be operating. If at all possible, the Contractor should avoid driving on school grounds at recess and lunch periods.

9. DAMAGE TO PROPERTY: It is expressly understood and agreed that the Contractor shall be held liable for any damage caused by the Contractor's drivers to property owned by the District. The Contractor further agrees to notify the District designee by telephone not later than twenty-four (24) hours after the day the damage occurs.

10. GATE KEYS AND SECURITY REPORTS: Gate keys required by the Contractor will be furnished by the District designee. Drivers entering school premises when school is not in session shall lock any gate or door to which they have access when leaving the school grounds. Any unusual conditions, such as gates or doors found unlocked and/or open, evidence of vandalism, etc., shall be reported to the District designee.

Upon entering into this contract, the successful Contractor shall sign and fill out a Gate Key agreement.

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

11. TERM OF CONTRACT: The initial term of the contract is effective January 1, 2020 through December 31, 2021. Upon written mutual consent of the District and the Contractor, this contract is subject to four (4) additional twelve month extensions for a maximum of five (5) years; with no change in terms and/or conditions. After each annual period (12 months), rates are subject to modification for each remaining twelve (12) month period based on increase or decreases in the Consumer Price Index. In the event circumstances occur which significantly affect the cost of services, either party may request an adjustment in rates. After substantial evidence of an operational cost increase or decrease has been presented and analyzed, the
District may make such adjustments as are deemed by the District to be reasonable and fair. Any price adjustments must be approved in writing by the District.

A. Each renewal period will be presented to the Board of Education for approval and amendment to the contract. Annual performance reviews will be conducted by the Administrative Director of Support Services, or his designee.

B. All work required by the Contract Documents must be commenced within the time limits set forth in the Notice to Contractors Calling For Bids. Should the Bidder fail to complete all such services and/or work in a timely manner, the Bidder shall be deemed to be in default and the DISTRICT may avail itself of any or all legal or equitable remedies.

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

12. ADJUSTMENT TO RATE SCHEDULE: Prices shall remain firm for the initial contract period. For subsequent years, the base prices of the previous year may be increased no more frequently than once annually by a percentage which shall not exceed the percentage increase in the Consumer Price Index (CPI) published by the U.S. Department of Labor for the period April through April of the preceding year and negotiated with the District.

A. The Contractor may also ask for an increase in contract prices to reflect increases in the transfer station’s dump fees not to exceed county landfill dump fee percentage increases during the year. Documentation must be shown to the District.

B. All requests for rate adjustments must be requested by the Contractor in writing no later than sixty (60) days prior to the end of each annual contract period. It is expressly understood that contract extensions and/or rate increase are not automatic or guaranteed. The District reserves the right to reject any such request and re-bid and/or cancel said contract within the provisions of the contract.

13. CONTRACT TERMINATION

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

(b) If the unpaid balance of the Contract price shall exceed the expense of completing performance under the Agreement, including compensation for additional services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Bidder shall pay the difference to the DISTRICT.

(c) The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

(d) For convenience, in whole or in part, if it is in the best interest of the District to do so, upon ninety (90) days advanced written notice to Contractor, the District may terminate the Agreement. Upon receipt of such notice, the Contractor shall not commit itself to any further expenditures of time or resources than is reasonably necessary to effectuate the termination on the effective date. The District will pay all undisputed charges accrued by the Contractor that are in conformance with the Agreement up to the effective date of termination.

(e) If Contractor gives notice to terminate, notification must be in writing and shall continue to provide service at the established price for sixty (60) days after delivering said written Notice to the District Purchasing Department, or at the end of any annual period, whichever is later.

14. PRECAUTIONS: The Contractor shall take all precautions at all times to avoid injury or damage to any persons or persons or any property, upon completion of the work, or at times as directed, replace premises and adjacent property in a satisfactory condition, as directed.

15. NUISANCES: At no time shall the Contractor be permitted to disrupt the instructional or operational activities of the District. Said nuisances shall include, but not be limited to, excessive noise, blocking major vehicular traffic lanes, and/or conduct not permissible on District property. The District is a tobacco free district and no tobacco of any kind is allowed to be used on any part of our campuses.

16. MAINTENANCE OF SITES: The Contractor shall leave the premises clean of any spilled debris or hydraulic fluid caused by emptying containers.

The Contractor shall pick-up, empty and reset containers at the specific location of the site designated by the District.

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

17. DISTRICT LOCATIONS - ADDITIONS/DELETIONS: The District shall have the right to add or delete service at any District location or new site at any time during the contract period. Upon reasonable advance notice by the Support Services Department to the Contractor, the District may increase or decrease: (1) the number of locations to be serviced; (2) the number of containers; and (3) the number of pick-ups per week. The Contract rate shall apply to such increases and decreases.
18. **VEHICLES/OPERATORS:** All contractor vehicles used in performance of this contract are to be properly registered, licensed and insured, and will have any necessary permits, to comply with state and local regulations. All vehicles will be marked with the company name and telephone number and will be kept clean throughout the contract. All vehicle operators will be fully licensed, and have all necessary permits and certifications as required by state law.

The Contractor as a business shall possess and maintain throughout the term of this agreement a current California Department of Motor Vehicles Motor Carrier Permit if any vehicle used to haul waste or other Contractor-owned items in performance of this agreement has a Gross Vehicle Weight Rating (GVWR) of 10,001 pounds or more. Upon request, the Contractor shall provide proof to the District that each and every driver has current and appropriate licenses to operate the vehicles.

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

20. **LIAISON/SOLE POINT OF CONTACT:** The Contractor upon notification of award will designate a person or persons to be the liaison to the District Administrative Director of Support Services to coordinate contract operations and resolve operational issues.

21. **EMERGENCY SERVICE:** Bidder agrees to perform emergency call-out service anywhere within the District boundaries on four (4) hours response time or less per the rates shown in the Fee Schedule, Appendix A-1 through A-3. Emergency call-out service will most frequently arise when weekend/overnight neighborhood trash is deposited in District bins without permission. The willingness and ability of Contractors to meet this requirement will be evaluated as part of the award of this bid.

22. **INVOICING:** Monthly itemized spreadsheet billings are to be forwarded to the District Accounts Payable Department only. **Invoices are not to be delivered to individual school sites.** There is to be one (1) itemized invoice for all regular 2, 3 and 6 cubic yard waste pick-ups and another one (1) itemized invoice for food waste and organic recyclables including the 40 cubic yard bin pick-ups. The Contractor shall provide receipts verifying the delivery date and weight of all waste and organic materials removed to authorized processors as attachments to invoices when submitting to Accounts Payable for payment.

23. **REBATES:** Contractor will provide applicable rebates for all cardboard, paper, plastic, glass and aluminum collected from the service at the Statewide commingled Rate established in accordance with California Public Resources Code §14549.5. Contractor shall be responsible for itemizing the invoice to show all applicable rebates. Rebates will be reimbursed in the form of a check payable to the District at the end of the month the rebate was incurred, and mailed to the District Accounts Payable address. The purchase order number must be included on the check stub.