



# Fullerton School District Proposal for Solid Waste Services

# Date: October 14, 2021 Submitted by: Tania R. Castaneda, Municipal Manager

Competition Sensitive

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Please see Excel attachment.

## Section 2: Contract Term

To keep the costs low for the school district, Republic proposes a **3.5%** flat rate increase annually over the 5-year term. The capped rate adjustment will allow the school district to forecast a reliable budget.

# Section 3: Adjustments

Republic proposes waiving the annual price increase scheduled in December 2022 and resetting the annual rate adjustment to match the fiscal year from July 1 - June 30. Rate adjustments will be effective July 1, annually.

### Section 4: Enhancements

Republic proposes the following enhancements for the schools and students:

- ✓ Sponsored Monthly Paper Shredding Services
- Touch-a-Truck Events Bringing our truck to the school campus for kids to learn about

safety, recycling, and the industry

- ✓ Educational Tours of our Recycling Center in Anaheim
- Free Pre-K-12th grade educational resources Principals, teachers, and students have free access to our award-winning and FREE downloadable educational curriculums, videos, and lesson plans through <u>www.recyclingsimplified.com</u>
- Sustainability Support Partnering with the school to ensure recycling and sustainability are maximized.

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A new team of leaders and managers at Republic Services assures the Fullerton School District will provide excellent customer service. Below is a list of personnel immediately available to any requests or needs.

Contact Name	Phone	Email	Tasks
Izabella Villegas Recycling Coordinator	(714) 305- 2480	ivillegas@republicservices.com	Touch a truck events tours, recycling and organic waste program set up
Rudy Valladares, Operations Supervisor	(818) 974- 0596	RValladares@republicservices.com	Operational needs that need more attention, like issues with service times, misses, driver updates, collection
Tania R. Castaneda, Municipal Manager	818-262- 7388	Tragland@republicservices.com	Manager support in regulatory compliance, recycling programs, student programs
In cases of eme executive leade		high escalations, the school distric	t has access to
Steve Lopez, Operations Manager	(714) 271- 1969	ELopez4@republicservices.com	Escalated – Operational needs
Dan Capener, General Manager	925-250- 2388	dcapener@republicservices.com	Escalated and Hot Issues

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# Section 6: Regulatory Compliance

AB 1826: Mandatory Organics Recycling -AB 1826 requires all schools and businesses that generate more than 2 yards per week, to recycle organic waste. Republic's program is designed to provide a simple solution to the State's regulatory requirements. Republic will train and set up the organic's programs at all school sites, working with the Food Department Director for program success.

AB 341: Mandatory Commercial Recycling – AB 341 requires all schools and businesses that generate more than 4 yards per week, to recycle. Republic's recycling program allows all-in-one recycling, a simple solution for cardboard, plastic bottles and jugs, metal cans, and paper.

Food Service Department Support – Republic will meet with the Food Services Department leadership team and staff members to perform a waste assessment, determine the volume of food waste present in the waste stream, and will customize a food recycling program ideal for the school district. Containers sizes for food waste recycling pick up service include 64 gal carts and 2- yard bins.

The school district may procure containers for inside the kitchen staff to use to sort the food scraps. <u>20 Gallon green silm-jims work best for small spaces</u>.



Republic will provide free stickers and train to the staff.

Sort & Collect



# Recycle



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#### AGREEMENT

#### FOR

#### SOLID WASTE MANAGEMENT SERVICES

This AGREEMENT FOR SOLID WASTE MANAGEMENT SERVICES ("Agreement") is made and entered into this 17th day of November 202 I between the Fullerton Elementary School District ("District") and Republic Waste Services of Southern California, LLC ("Republic"). New terms and conditions effective December 1st, 2021.

#### **TERMS AND CONDITIONS**

**SERVICES.** New terms and conditions effective December 1st, 2021. District hereby grants to Republic the exclusive right to collect, transport, and dispose of or recycle all of District's non-hazardous solid waste materials (including Recyclable Materials) (collectively, "Waste Materials"), and Republic agrees to furnish such services as permitted by Applicable Laws. The scope of services includes (1) the collection of Waste Materials at the locations and frequency specified in Exhibit "A", attached hereto and incorporated by reference; and (2) Document Destruction services as specified in Exhibit "B", attached hereto and incorporated by reference. Document Destruction services will be provided by a mutually approved third party vendor at no additional cost to the District during the term of this Agreement.

**TERM**, The term of this Agreement shall be five (5) years with the option to automatically renew each year thereafter.

**WASTE MATERIALS.** The Waste Materials shall not contain any hazardous materials, wastes or substances; toxic substances, wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes; or radioactive wastes (collectively, "Excluded Waste"), each as defined by applicable federal, state or local laws or regulations (collectively, "Applicable Laws").

TITLE TO WASTE MATERIALS. Company shall acquire title to Waste Materials when they are loaded into Company's truck. Title to and liability for any Excluded Waste shall remain with District and shall not pass to Republic.

**PAYMENT.** District shall pay Republic for the services and equipment furnished by Company at the rates provided in Exhibit "A" to this Agreement. Republic shall invoice the District on a monthly basis in arrears, and District shall pay Republic within 30 days after the date of Republic's invoice.

**ADJUSTMENTS TO SERVICE RATES.** Effective July 1, 2022, and annually each July 1 thereafter, the Service rates specified in Exhibit A will be increased by a fixed 3.5% (three and a half percent) over the Term of the Agreement. In addition to such annual adjustment

Agreement for Solid Waste Management Services Page 1 of 10 effective July 1 of each year, in the event of any changes in Applicable Laws, including new or increased government fees, charges and assessments, and/or in the event of an increase in the charges for use of a solid waste facilities (landfill or materials recovery/transfer station), Republic shall be entitled to an adjustment in the Service rates set forth in Exhibit A upon 30 days prior written notice to District with documentation of a change in Applicable Law any such increase in government fees charges or assessments and/or documentation of any increase in solid waste facility fees and charges.

**SERVICE CHANGES.** The Parties may, by a fully executed written amendment to this Agreement, change the type, size or amount of equipment, the type or frequency of service, and make changes in the corresponding rates for such Services by amendment of Exhibit A.

**RECYCLABLE MATERIALS.** District shall comply with all Applicable Laws regarding the separation of solid waste from Recyclable Materials and use its best efforts to not place items in the container that may result in the decrease in the value of Recyclable Materials or make the Recyclable Materials unsuitable for recycling. District and Republic agree that Republic may, in its sole discretion, determine that any single load is contaminated and may refuse to collect it or may collect the material as non-recyclable Waste Material and charge District for any additional costs, including (but not limited to) sorting, processing, transportation and disposal costs.

**EDUCATION AND OUTREACH INFORMATION.** Republic agrees to work with the District during the term of this Agreement to develop and provide Education & Outreach programs at no additional cost that will include the following:

#### **Touch A Truck**

Republic's Touch A Truck program begins by teaching safety to all age's Pre-K through middle school about service vehicles. From 6<sup>th</sup> grade on, the compressed natural gas (CNG) truck shows students how technology helps us reduce our carbon footprint, service neighborhoods quietly, and save money on operating costs. (15 Minute Presentations)

#### **Recycling Center Tours**

Learning tours to demonstrate how Republic handles recycling and waste in a way that is easy to understand. See how Republic is investing in state-of-the-art recycling equipment at our recycling centers to protect the environment. This equipment quickly sorts through your curbside recyclable materials, making it easier for you to recycle more. (30 Minute Tour Presentation)

#### **Recycling 101**

Recycling 101 presentations teach the community about everyday recycling and environmental responsibility. Through an interactive activity, students learn what is and isn't recyclable. They learn how landfills work and how their actions and choices can make a positive difference in the world. (30 Minute Presentation)

#### **Food Recycling Services**

Republic will assist the school in developing a food recycling program in kitchen areas, train kitchen staff, and provide educational materials for a food recycling program managed by school staff. Food waste recycling service rates are listed on Exhibit A.

Agreement for Solid Waste Management Services Page 2 of 10 **RESPONSIBILITY FOR EQUIPMENT; ACCESS.** Republic shall supply all vehicles and equipment necessary for the performance of the Services. Equipment furnished by Republic shall remain the company's property. District shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Republic's handling of the equipment). District shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. District shall provide safe, unobstructed access to the equipment on the scheduled collection day.

**INDEMNITY.** Republic shall protect, defend, indemnify and hold harmless the District, as well as its agents, directors, officers, trustees, and employees (individually, an "Indemnified Party" and collectively, the "Indemnified Parties") from and against all liability, claims, damages, losses and expenses, including, without limitation, reasonable legal fees and court costs, arising out of or alleged to arise out of the negligence or willful misconduct of Republic, its agents and/or employees or from the negligent or willful misconduct of any Subcontractor or its agents and/or employees. District shall indemnify, defend and hold harmless Republic from and against all liability, claims, damages, losses and expenses, including, without limitation, reasonable legal fees and court costs, arising out of or alleged to arise out of the negligence or willful misconduct of District, including without limitation claims arising from the inclusion of excluded waste in the Waste Materials and for any and all losses arising from any injury or death to persons or loss or damage to property (including the equipment) arising out of District's use, operation or possession of Republic equipment. Principles of comparative fault shall apply.

**INSURANCE.** Republic shall maintain the following insurance:

a) Commercial General Liability coverage including premises-operations, independent contractors, completed operations, broad form property damage, personal injury and blanket contractual liability with limits of liability of \$5,000,000 for bodily injury and property damage. District shall be included as additional insureds under Republic's Commercial General Liability insurance using a standard form blanket endorsement or its equivalent. This insurance may be carried under a blanket policy but must be primary insurance for District.

b) Business Automobile Liability insurance including owned, hired, and non-owned automobiles naming District as additional insureds with limits of liability for bodily injury and property damage of \$5,000,000 combined single limit.

c) Statutory workers' or workmen's compensation including occupational disease with an employer's liability limit of \$1,000,000.

d) The foregoing policies other than workers compensation shall contain a provision that coverage afforded under the policies shall not be cancelled until at least 30 days prior written notice has been given to District by mail or email. Certificates of Insurance showing such coverage to be in force shall be filed with District prior to the commencement of the Services.

**DAMAGE TO PAVEMENT.** Republic shall not be responsible for any damages to District pavement, curbing or other driving surfaces resulting from the Services.

**EXCUSED PERFORMANCE.** Except for District's obligation to pay amounts due to Company, any failure or delay in performance due to contingencies beyond a party's reasonable control,

Agreement for Solid Waste Management Services Page 3 of 10 including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires and acts of God, shall not constitute a breach of this Agreement.

**ATTORNEYS' FEES.** If any litigation is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding.

**SPECIFICATIONS FOR ALL RECYCLABLE MATERIAL.** Recyclable Material shall comply with any and all specifications provided by Contractor in order to meet quality thresholds for commodity markets and be free of contamination. To the extent any type of Recyclable Material is received from the District and is rejected by the recycling facility or is not of the intended quality or grade, Contractor will notify the District and District shall pay any damages, costs, and penalties incurred by Contractor due to such rejection or lesser quality or grade, to include transportation and disposal costs for the residual material. If market conditions develop that limit or inhibit Contractor from selling some or all of the Recyclable Material, Contractor may (i) suspend or discontinue any or all Recycling services, or (ii) dispose of the Recyclable Material in a landfill and update the District's rates accordingly.

**EQUIPMENT.** Except as otherwise indicated in the Agreement, any equipment Contractor furnishes shall remain Contractor's property. The District shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Contractor's handling of the equipment). The District shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment.

**RIGHT TO REJECT UNACCEPTABLE WASTE.** Contractor has the right to refuse any load containing any Unacceptable Waste. If Districts Unacceptable Waste is collected into equipment utilized in connection with the services provided or deposited at a disposal or recycling facility, Contractor will give the District telephonic notice thereof and a reasonable opportunity to remove and dispose of such Unacceptable Waste. If the District elects to remove and dispose of such Unacceptable Waste, it shall do so within such time period and under the conditions as Contractor reasonably deems necessary or appropriate in connection with the operation of such equipment or facility, including the preservation of the health and safety of employees. If, after electing to do so, District does not remove the Unacceptable Waste within such time period, or if District fails to so elect, Contractor may remove and dispose of such Unacceptable Waste as District's agent, without further notice to District, and District shall pay the direct and indirect costs incurred by Contractor and its subcontractors due to removal, remediation, handling, transportation, delivery and disposal of such Unacceptable Waste. Notwithstanding the foregoing, no notice shall be required by Contractor to District for Contractor to dispose of Unacceptable Waste as in emergency situations where in-Contractor's reasonable judgment a delay in such disposal could constitute a hazard to such equipment or facility, or any person on, about or near such equipment or facility.

**CHANGES IN MARKET CONDITIONS.** If market conditions develop that limit or inhibit Contractor from selling some or all of the Recyclable Material, Contractor may at its option and upon notice to District (i) redefine Recyclable Material, (ii) suspend or discontinue any or all Services, or (iii) dispose of the Waste Material in a landfill and update the pricing to District accordingly. Any such actions, if taken, may be reversed or further changed as market conditions dictate.

#### MISCELLANEOUS.

- a. This Agreement sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist or may have existed between the Parties regarding the subject matter of this Agreement.
- b. Republic shall have no confidentiality obligation with respect to any Waste Materials.
- c. This Agreement shall be binding upon and inure solely to the benefit of the Parties and their permitted assigns.
- d. If any provision of this Agreement shall be determined to be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby.
- e. The Parties agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

**CONTACT INFORMATION.** Notices and any other information regarding this Agreement should be sent via first class mail as follows:

For Fullerton Elementary School District:

Mr. Mike McAdam Director of Purchasing, Warehouse, Contracts And/Or Mrs. Melissa Greenwood Director of Business Fullerton Elementary School District 1401 W. Valencia Drive Fullerton, CA 92833 714, 447.2846

For Republic Waste Services of Southern California, LLC:

Tania Castaneda, Municipal Manager Republic Services 1131 N. Blue Gum Street Anaheim, CA 92806 818.262.7388

Agreement for Solid Waste Management Services Page 5 of 10 with a copy to:

Derek Humphrey, Administrative Assistant Republic Services 1131 N. Blue Gum Street Anaheim, CA 92806 714. 238.3318

#### SIGNATURES APPEAR ON NEXT PAGE

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Superintendent

ATTEST:

Secretary of the District

**REPUBLIIC:** 

afine General Manager

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		Fullerton	Eleme	ntary S		Cost Proposal -	including Docu	ment Destruction	1	
ash (Bins)		Service Level			Current					
Site#	Name	Qtv	Sz/Yc s	Lifts	Mo/Cost	Mo/Cost 7/1/2022	Mo/Cost 7/1/2023	Mo/Cost 7/1/2024	Mo/Cost 7/1/2025	Mo/Co 7/1/20
2	District Office - MaintenanceYard	2	3	3	\$315.00	\$326.03	\$337.44	\$349.25	\$361.47	\$374
3	Acacia Elementary	2	3	5	\$460.26	\$476.37	\$493.04	\$510.30	\$528.16	\$546
4	Commonwealth Elementary	2	3	5	\$460.26	\$476.37	\$493.04	\$510.30	\$528.16	\$546
5	Nutrition CenterTras	h 2	3	3	\$315.00	\$326.03	\$337.44	\$349.25	\$361.47	\$374
5-A	Nutrition Center Recycle	1	3	3	\$157.50	\$163.01	\$168.72	\$174.62	\$180.73	\$187
6	Fern Drive Elementar	2	3	3	\$315.00	\$326.03	\$337.44	\$349.25	\$361.47	\$374
7	Richman Elementary	3			\$690.39	\$714.55	\$739.56	\$765,45	\$792.24	\$819
8	Golden Hill Elementa	y 2	3	5	\$460.26	\$476.37	\$493.04	\$510.30	\$528.16	\$546
9	Hermosa Drive Elementary	2	3	5	\$460.26	\$476.37	\$493.04	\$510.30	\$528.16	\$546
10	District Office - Administration	1	3	1	\$85.28	\$88.26	\$91.35	\$94.55	\$97.86	\$101
10 -A	District Office - Administration	1	3		\$157.50	\$163.01	\$168.72	\$174.62	\$180.73	\$187
11	Parks Junior High	2	3	5	\$460.26	\$476.37	\$493.04	\$510.30	\$528.16	\$546
12	Rolling Hills Drive Elementary	2	3	5	\$460.26	\$476.37	\$493.04	\$510.30	\$528.16	\$546
13	Raymond Elementary	3	3	5	\$690.39	\$714.55	\$739.56	\$765.45	\$792.24	\$819
14	Pacific Drive Elementary	2	3	5	\$460.26	\$476.37	\$493.04	\$510.30	\$528.16	\$54
15	Orangethorpe Elementary	3	3	5	\$690.39	\$714.55	\$739.56	\$765.45	\$792.24	\$819
17	Sunset Lane Elementary	2	3	5	\$460.26	\$476.37	\$493.04	\$510.30	\$528.16	\$54
18	Woodcrest Elementary	2	3	5	\$460.26	\$476.37	\$493.04	\$510.30	\$528.16	\$540
19	Maple Elementary	2	3	5	\$460.26	\$476.37	\$493.04	\$510.30	\$528.16	\$540
20	Valencia Park Elementary	3	3	5	\$690.39	\$714.55	\$739.56	\$765.45	\$792.24	\$819
21	Laguna Road Elementary	2	3	5	\$460.26	\$476.37	\$493.04	\$510.30	\$528.16	\$54
22	Ladera Vista Junior High	2	3		\$460.26	\$476.37	\$493.04	\$510.30	\$528.16	\$54
23	Richman Elementary	1	3	5	\$230.13	\$238.18	\$246.52	\$255.15	\$264.08	\$27.
24	Nicolas Junior High	2	3	5	\$460.26	\$476.37	\$493.04	\$510.30	\$528.16	\$540
25	Beechwood Elementa	у 2	3	5	\$460.26	\$476.37	\$493.04	\$510.30	\$528.16	\$54
26	Fisler Elementary	2	3	5	\$460.26	\$476.37	\$493.04	\$510.30	\$528,16	\$54
	Trash Service (Bin	s) Month	ly Cost	Sub-	otal \$11,240.87	\$11,634.30	\$12,041.50	\$12,462.95	\$12,899.16	\$13.35
	Trash Service (Bins)	Annual	Cost Si	ub-tot	1 \$134,890.44	\$139,611.61	\$144,498.01	\$149,555.44	\$154,789.88	\$160,20

EXHIBIT A

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Recyc	ling	Service Level		Current		Proposed Rates				
Site a	Name		Sz/Yd	Lifts		Mo/Cost				
one a		Qty	5	LIUS	Mo/Cost	7/1/2022	7/1/2023	7/1/2024	7/1/2025	7/1/2020
1	Golden Hill Elementary	1	96 Gal	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2	Hermosa Drive Elementary	2	96 Gal	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3	District Office - Administration	4	96 Gal	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.0
4	Ladera Vista Junior High	2	96 Gal	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5	Nutrition Center	1	96 Gal	3	\$0.00	\$0.00	\$0,00	\$0.00	\$0.00	\$0.0
		S	ub-total		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

EXHIBIT A	
Fullerton Elementary School District - Cost Proposal	- including Document Destruction

Тга	ish (Roll-off	Servi	ice Lev	el	Current			Proposed Rates		
Site tr	Name	Qty	Sz/Yd	Lifts	Mo/Cost	Mo/Cost Yr 1	Mo/Cost Yr 2	Mo/Cost _ Yr 3	Mo/Cost Yr 4	Mo/Cos Yr 5
1	District Office - Maintenance	1	40		130.58	\$135.15	\$139.88	\$144.78	\$149.84	\$155.09
		Trash R			1,566.96	1,621.80	1,678.57	1,737.32	1,798.12	1,861.06

Total Cost Per Year (Trash & Recycling)	\$136,457.40	\$141,233.41	\$146,176.58	\$151,292.76	\$156,588.01	\$162,068.59

N/C

Document Destruction Services (2) 64 Gallon Carts Per Site Serviced Every (4) Weeks (\$12,384/Year) N/C N/C N/C N/C 5 Year Document Destruction Savings 561,920.00

Total 5 Year Savings (Trash & Destruction) \$82,862.02

Organics Ser		
Size	Freq.	Monthly Cos
64 gallon cart	l p/wk	\$48.15
64 gallon cart	2 p/wk	\$96.30
64 gallon cart	3 p/wk	\$144.46
1.5 yd - 2 yd b	l p/wk	\$152.86
1.5 yd - 2 yd b	2 p/wk	\$201.28

Size	Freq.	Monthly Cos
3 yd bin	1 p/wk	\$53.21

Extra Pick	
Up Trash	\$51.48

# Exhibit "B"

# Document Destruction — Fullerton Elementary School District

Site				
#	Name	Address	Container Type	Serviced
1	Acacia Elementary	1200 N. Acacia	1 64 GALLON	EVERY 4 WEEKS
2	Commonwealth Elementary	2200 E. Commonwealth	1 64 GALLON	EVERY 4 WEEKS
3	Fern Drive Elementary	1400 W. Fern	1 64 GALLON	EVERY 4 WEEKS
4	Richman Elementary	700 S. Richman	1 64 GALLON	EVERY 4 WEEKS
5	Golden Hill Elementary	732 Barris Drive	1 64 GALLON	EVERY 4 WEEKS
6	Hermosa Drive Elementary	400 E. Hermosa Drive	1 64 GALLON	EVERY 4 WEEKS
7	District Office	1401 W. Valencia	3 64 GALLON	EVERY 4 WEEKS
8	Parks Junior High	1710 Rosecrans	2 64 GALLON	EVERY 4 WEEKS
9	Rolling Hills Drive Elementary	1460 Rolling Hills Drive	1 64 GALLON	EVERY 4 WEEKS
10	Raymond Elementary	700 S. Raymond	1 64 GALLON	EVERY 4 WEEKS
11	Pacific Drive Elementary	1501 W. Valencia Drive	1 64 GALLON	EVERY 4 WEEKS
12	Orangethorpe Elementary	1400 S. Brookurst	1 64 GALLON	EVERY 4 WEEKS
13	Sunset Lane Elementary	2030 Sunset In	1 64 GALLON	EVERY 4 WEEKS
14	Maple Elementary	244 E. Valencia	1 64 GALLON	EVERY 4 WEEKS
15	Woodcrest Elementary	455 W. Baker ave	1 64 GALLON	EVERY 4 WEEKS
16	Valencia Park Elementary	3441 W. Valencia	1 64 GALLON	EVERY 4 WEEKS
17	Laguna Road Elementary	300 Laguna Road	1 64 GALLON	EVERY 4 WEEKS
18	Ladera Vista Junior High	1700 E. Wilshire Ave	2 64 GALLON	EVERY 4 WEEKS
19	Nicolas Junior High	1100 W. Olive	2 64 GALLON	EVERY 4 WEEKS
20	Beechwood Elementary	780 Beechwood	1 64 GALLON	EVERY 4 WEEKS
21	Fisler Elementary	1350 Starbuck Street	1 64 GALLON	EVERY 4 WEEKS

Note: SERVICE WILL BE PUT ON HOLD 2 MONTH DURING SCHOOL CLOSURE FOR SUMMER BREAK, except for 1401 W Valencia, which will continue services during summer.