

Board Office Use: Legislative File Info.	
File ID Number	25-1449
Introduction Date	06-25-2025
Enactment Number	
Enactment Date	



Memo (Bid Award)

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems & Services Officer
Roland Broach, Jr., Executive Director, Transitioning

Board Meeting Date June 25, 2025

Subject General Services Agreement – GreenWaste Recovery, LLC – Solid Waste Handling & Recycling Services Project – Custodial Services Department

Action Requested Approval by the Board of Education of General Services Agreement by and between the District and GreenWaste Recovery, LLC, San Jose, CA, for the latter to provide solid waste handling, recycling, and composting services for the **Solid Waste Handling & Recycling Services Project**, in the amount of **\$9,750,000.00 over 3 years**, with the work scheduled to commence on **June 26, 2025**, and expected to last until **August 1, 2028**.

Discussion Public Resources Code §§42920–42928 require districts (including community colleges and K-12) to develop and implement integrated waste management plans—promoting recycling, composting, waste reduction, and purchasing recycled-content products. Vendor was selected based on demonstrated competence and professional qualifications (Government Code §4526, §20111, §20651), using a fair, competitive RFP selection process.

LBP (Local Business Participation Percentage) Exempt

Recommendation Approval by the Board of Education of General Services Agreement by and between the District and GreenWaste Recovery, LLC, San Jose, CA, for the latter to provide solid waste handling, recycling, and composting services for the Solid Waste Handling & Recycling Services Project, in the amount of \$9,750,000.00 over 3 years, with the work scheduled to commence on June 26, 2025, and expected to last until April 1, 2028. Selecting GreenWaste, this will result in a yearly cost savings of \$255,418.77 over the current provider. This substantial reduction and opportunity to realize additional savings over the life of this agreement supports our commitment to efficiently managing resources while ensuring high service standards.

Fiscal Impact General Fund

Attachments

- Contract Justification Form
- Agreement, Bonds, and Other Contract Documents

- Certificate of Insurance
- Routing Form



CONTRACT JUSTIFICATION FORM

This Form Shall Be Submitted to the Board Office With Every
Agenda Contract.

Legislative File ID No. 25- 1449

Department: Custodial Services Department

Vendor Name: GreenWaste Recovery, LLC

Project Name: Solid Waste Handling & Recycling &
Composting and Prevention Services

Project No.: 25067

Contract Term: Intended Start: June 26, 2025

Intended End: August 1, 2028

Total Cost Over Contract Term: \$9,750.00.00

Approved by: Roland Broach

Is Vendor a local Oakland Business or has it met the requirements of the

Local Business Policy? ☐ Yes (No if Unchecked)

How was this contractor or vendor selected?

An RFQ-P process was conducted.

Summarize the services or supplies this contractor or vendor will be providing.

GreenWaste Recovery, LLC will provide solid waste handling, recycling and composting services for the District.

Was this contract competitively bid? ☐ Check box for "Yes" (If "No," leave box unchecked)

If "No," please answer the following questions:

1) How did you determine the price is competitive?

The use of a fair, competitive RFP selection process. GreenWaste Recovery, LLC was the lowest proposed price, thus demonstrated that their price was fair and reasonable.

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- ☐ Price is at or under UPCCAA threshold of \$75,000 (as of 1/1/25)
- ☐ CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- ☐ Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- ☐ Completion contract – *contact legal counsel to discuss if applicable*
- ☐ Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*
- ☐ Design-build contract RFQ/RFP process – *contact legal counsel to discuss if applicable*
- ☐ Energy service contract – *contact legal counsel to discuss if applicable*
- ☐ Other: _____ – *contact legal counsel to discuss if applicable*

Consultant Contract:

- ☐ Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- ☐ Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- ☒ Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- ☐ For services other than above, the cost of services is \$114,800 or less (as of 1/1/25)
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- ☐ Price is at or under bid threshold of \$114,800 (as of 1/1/25)
- ☐ Certain instructional materials (Public Contract Code §20118.3)
- ☐ Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

- ☐ Electronic equipment – competitive negotiation (Public Contract Code §20118.2) – *contact legal counsel to discuss if applicable*
- ☐ CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- ☐ Piggyback contract for purchase of personal property (Public Contract Code §20118) – *contact legal counsel to discuss if applicable*
- ☐ Supplies for emergency construction contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- ☐ Other: _____

Maintenance Contract:

- ☐ Price is at or under bid threshold of \$114,800 (as of 1/1/25)
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- ☐ Other: _____

3) Explain in detail the facts that support the applicability of the exception marked above:

- GreenWaste Recovery, LLC will provide professional or specially trained services, which no bidding or RFP is required.

Memorandum:

Date: 4/9/2025

To: Colland Jang

CC: Kenya Chatman, David Colbert, Colland Jang, Mark Newton, Ty Taylor, Juanita Hunter, Myra Segovia, Shonda Scott, Shonnell Frost-Gibbs, Blake Brown

From: Tiffany Knuckles

Subject: LBU Memo: Project #25039 - Districtwide - Solid Waste Handling and Recycling & Composting and Prevention Services

The LBU Compliance Team has conducted a review of the Local Business Participation guidelines in conjunction with the following project(s):

Project: 25039 **Project Site(s):** Districtwide

Name: Solid Waste Handling and Recycling & Composting

Analysis:

Our review has determined that the funding source for the above project (Fund 01) is not currently monitored under the Local Business Policy. Given this information, it is our determination that the project is to be exempt from the 50% minimum Local Business Participation requirement. If the firm selected to provide services for the project outlined above is indeed a certified, local firm(s), then their work may count as an LBU value add for the District; however participation is not required.

LBU Recommendation:

EXEMPT (Fund Source)

If you have any questions, please feel free to contact our team at any time.

Sincerely,

Tiffany Knuckles

Local Business Compliance - Officer

360 Total Concept

Oakland Unified School District - Local Business Compliance

OAKLAND UNIFIED SCHOOL DISTRICT GENERAL SERVICES AGREEMENT

This general services agreement (“Agreement”) is made and entered into effective June 26, 2025 (the “Effective Date”), by and between the Oakland Unified School District (“District”) and GreenWaste Recovery, LLC (“Contractor” and together with District, the “Parties”).

The District issued a Request for Qualifications and Proposals for Solid Waste Handling and Recycling & Composting and Prevention Services Project No. 25039 dated April 16, 2025 (“RFP”) for solid waste handling, recycling, and composting services for its facilities, including the Cole Data Center, and Contractor submitted a proposal in response, which included a proposed service schedule and pricing structure;

1. **Contractor Services.** Contractor agrees to provide solid waste handling, recycling, and composting services for the Solid Waste Handling & Recycling Service Project to District as more particularly identified in the RFP (collectively, the “Basic Services”) for the Cole Data Center (“Project”). In addition, Contractor shall provide services other than Basic Services (“Additional Services”) if directed in writing by District to perform specific Additional Services and if sufficient contract funds for Additional Services remain to pay for the directed Additional Services (see Section 5, below). “Services” shall mean Basic and Additional Services. Contractor agrees to perform such Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Services. All services performed by the Contractor under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by waste industry contractors in the San Francisco Bay Area specially qualified to provide the Services required by the District.

1.1 Pickup Schedule. Schedules for each Site are more particularly identified in the Proposal attached hereto and incorporated herein as **Exhibit A**. During holiday recesses (i.e. Christmas, Spring Break, etc.) and the summer months, a school site may generate considerably less waste; therefore, District may 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.

1.2 Pickup Times. Contractor shall not pick up before 6:30 AM or after 9:00 PM, or while students are present and near collection sites during the hours that school is in session.

1.3 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.

1.4 Containers. Contractor shall furnish each location with the numbers and types of containers as more particularly identified in the Proposal attached hereto and incorporated herein as **Exhibit A**, new or like-new containers as determined by District pursuant to the quantities listed in the Proposal; District may increase or reduce quantities during the Term. Containers shall be non-combustible, watertight with locking covers, and mounted on wheels. Contractor shall keep the containers in good repair at all times. Contractor shall be responsible for servicing containers regularly. Services shall include, but 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.

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

2. **Contractor Qualifications.** Contractor represents and warrants to District that Contractor, and all of Contractor's employees, representatives, agents and contractors (the "Contractor Parties"), have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. Contractor and any Contractor Parties performing Services shall be competent to perform those Services.

3. **Term.** The term for performance of the Services shall begin on June 26, 2025, and shall end on August 1, 2028 ("Term"), except as otherwise stated in Section 4 below, and Contractor shall complete the Services within the Term. There shall be no extension of the Term without an amendment signed by all Parties and approved by the District's governing board. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for Services satisfactorily performed to the date of termination; and upon payment by District, District shall be under no further obligation to Contractor for payment for Services, and Contractor shall have no further obligation to perform Services, and District may proceed with the work in any manner District deems proper.

4. **Termination.**

4.1 **Termination for Convenience.** Either Party may terminate this Agreement at any time by giving ninety (90) days advance written notice to the other Party.

4.2 **Default and Termination for cause.** Notwithstanding the foregoing, District may terminate this Agreement at any time after giving written notice to Contractor and allow Contractor to have ten (10) days to cure, if (1) Contractor materially breaches any of the terms of this Agreement; (2) any act or omission of Contractor or the Contractor Parties exposes District to potential liability or may cause an increase in District's insurance premiums; (3) Contractor is adjudged a bankrupt; (4) Contractor makes a general assignment for the benefit of creditors; (5) a receiver is appointed because of Contractor's insolvency; or (6) Contractor or Contractor Parties fail to comply with or make material representations as to the fingerprinting, criminal background check, and/or tuberculosis certification sections of this Agreement. Such termination shall be effective immediately upon Contractor's receipt of the termination notice.

5. **Payment of Fees for Services.** District agrees to pay Contractor based on the rates listed in ***Exhibit B*** for Services satisfactorily performed. Contractor shall not increase these rates over the course of this Agreement except for the five percent (5%) annual increase for the rates set forth in Exhibit B, if Services are increased, or if rate adjustments are requested by Contractor and approved by District, at its sole discretion. Total fees paid by District to Contractor for Services under the Agreement shall not exceed Nine Million Seven Hundred Fifty Thousand Dollars and No/100 (\$9,750,000.00), which consists of a not-to-exceed amount of Nine Million Seven Hundred Fifty Thousand Dollars and No/100 (\$9,750,000.00) for performance of the Basic Services, and a not-to-exceed contingency amount of Zero Dollar and No/100 (\$0.00) for performance of any Additional Services. Contractor acknowledges that the not-to-exceed fee for Basic Services, above, includes contingency compensation in the foreseeable event that more time and costs may be necessary to complete the Basic Services. Contractor shall perform all Basic Services required by the Agreement even if the not-to-exceed amount for performance

of the Services has already been paid and no more payments will be forthcoming, except that Contractor may then request a future rate increase and shall receive payment for Services performed in arrears once District's funds have been authorized. District agrees to make payment within thirty (30) days of receipt of a detailed invoice from Contractor based on Services satisfactorily provided and rates, including any additional supporting documentation that District reasonably requests. Contractor shall not submit its invoices to District more frequently than monthly. Contractor will not be compensated for any Basic or Additional Services required as a result of Contractor's negligence or willful misconduct.

5.1 Reimbursement for Certain Expenses. Contractor shall not be reimbursed directly for any of its expenses, as the fees to be paid under this Agreement include compensation for any and all of Contractor's expenses.

6. Indemnity. Except with respect to Excluded Waste caused by District and/or any of the District Parties' gross negligence or willful misconduct, Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") arising out of or from negligence, or willful misconduct of Contractor and the Contractor Parties or Contractor's default of this Agreement. The indemnification provided for in this Section 6 includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer- employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Contractor or Contractor Parties under the California Fair Employment and Housing Act ("FEHA"). For the purposes of this Agreement, the term "Excluded Waste" shall mean (1) hazardous materials or substances, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, or toxic waste as defined by applicable environmental law; or (2) any other waste prohibited from a disposal or processing facility.

7. Equipment and Materials. Contractor at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or the Contractor Parties. Furthermore, District may reject any Equipment or workmanship that does not reasonably conform to the requirements of this Agreement and Contractor must then promptly remedy or replace it subject to District's reasonable satisfaction, which shall not be unreasonably withheld, conditioned or delayed.

Contractor shall maintain sufficient waste hauling equipment to provide uninterrupted service according to the pickup schedule, including access to alternate pieces of equipment in case of breakdown. Contractor shall be responsible for any damage to District property caused by Contractor's negligent handling of 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 the District, in writing no later than 24-hours upon the incident occurring. 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.

8. **Insurance.** Without in any way limiting Contractor's liability, or indemnification obligations set forth in Section 6 above, Contractor shall secure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate; (ii) commercial automobile liability insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate; (iii) worker's compensation insurance as required by Labor Code section 3200, *et seq.* Neither Contractor nor any of the Contractor Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All liability insurance policies requested herein shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits below the minimum limits contained herein except after thirty (30) days' prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement pursuant to Section 4.2 above. All insurance policies shall include an endorsement stating that it is primary to any insurance or self- insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Contractor's insurance policies shall be attached to this Agreement as proof of insurance.

9. **Independent Contractor Status.** The Parties agree that Contractor is free from the control and direction of District in connection with Contractor's performance of the Services. Contractor is hereby retained to provide the specified Services for District, which are outside the usual course of District's business. Contractor certifies that it is customarily engaged in an independently established trade, occupation, or business to provide the Services required by this Agreement. Contractor understands and agrees that Contractor and the Contractor Parties shall not be considered officers, employees, agents, partners, or joint venturers of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled.

10. **Taxes.** All payments made by District to Contractor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. Unless required by law, District will not withhold any money from fees payable to Contractor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. If applicable, Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor and the Contractor Parties in connection with this Agreement.

11. **Fingerprinting/Criminal Background Investigation Certification.** Contractor and the Contractor Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Before performing any Services, Contractor shall execute and return the District's Fingerprinting Notice and Acknowledgement form and the required certification (see *Exhibit C*).

Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information which differs in any way from the information learned or provided pursuant to Section 45125.1, or Contractor or Contractor Parties add personnel who will provide Services under this Agreement, Contractor shall immediately notify District and prohibit any new personnel from interacting with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any interaction is permissible.

12. **Tuberculosis Certification.** Contractor and the Contractor Parties shall at all times comply with the tuberculosis (“TB”) certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following:

A. X ☐ Contractor and Contractor Parties will **only have limited contact or no contact** (as determined by District) with District students at all times during the Term of this Agreement.

13. **Confidential Information.** All District information disclosed to Contractor during the course of performance of services under this Agreement shall be treated as confidential and shall not be disclosed to any other persons or parties excepts as authorized by District or required by law or Contractor reporting.

14. **Assignment/Successors and Assigns.** Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of District. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective Parties.

15. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

16. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both Parties and approved by the District’s governing board.

17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Alameda, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

18. **Written Notice.** Written notice shall be deemed to have been duly served if delivered in person to Contractor at the address located next to the party signatures below, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who sends the notice.

19. **Compliance with Law.** 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. Contractor 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 and confidentiality of records, related to performance of this Agreement. Contractor agrees that it shall comply with all applicable legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach.

Contractor shall provide the Services in compliance with all applicable laws rules and regulations, including without limitation the diversion goals required by Assembly Bill 939, the recycling goals of Assembly Bill 341, the commercial organics recycling goals of Assembly Bill 1826, the education and

outreach resources of Senate Bill 1383, and other requirements of the California Integrated Waste Management Act.

Contractor shall be fully aware and apprised of all ordinances, laws, orders, regulations and rules relating to the subject of the Services including, but not limited to the laws governing the safe collection, transport, recycling, and disposal of Waste, including Assembly Bill 939, Assembly Bill 341, Assembly Bill 1826, and Senate Bill 1383, the Resource Conservation and Recovery Act ("RCRA"), and the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"). District is not becoming an "arranger" or a "generator" as those terms are used in CERCLA.

The Short-Lived Climate Pollutants Act, Senate Bill 1383 establishes targets of a 50 percent reduction in the level of statewide disposal of organic waste from the 2014 level by 2020 and a 75 percent reduction by 2025. SB 1383 specifically requires all schools to subscribe to recycling and organics recycling services. In addition, all schools must provide recycling containers alongside all trash containers and organic containers in areas where food is consumed. Contractor shall ensure compliance with SB 1383, and the accompanying Regulations.

Beginning in 2024, as required by law, Contractor will provide District with resources and training applicable to District site staff to comply with the education and outreach requirements of SB 1383. At all times, Contractor shall retain on its staff a Recycling/Compacting coordinator responsible for conducting waste surveys of the District Premises and developing site-specific plans for Recycling/Compacting and diversion of waste generated by the Premises.

20. **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.

21. **Attorneys' Fees.** If a party to this Agreement commences a legal action against the other party to enforce a provision of this Agreement or seek damages related to the services provided under this Agreement, the prevailing party in the legal action will be entitled to recover from the other party all of its reasonable litigation expense, costs, and fees actually incurred, including reasonable attorneys' and experts' fees.

22. **Liability of District.** Notwithstanding anything stated herein to the contrary, the Parties shall not be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.

23. **Time.** Time is of the essence for performance of the Services under this Agreement.

24. **Waiver.** No delay or omission by either Party in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude either Party from any or further exercise of any right or remedy.

25. **Reports.** Contractor shall maintain complete and accurate books and records with respect to the Services rendered and the costs incurred under this Agreement, including records with respect to any payments to employees and subcontractors directly performing the Services. All such records shall be prepared in accordance with generally accepted accounting procedures. Upon request, Contractor shall make such relevant, non-privileged records available to District for the purpose of auditing such records for a period of five years from the date of final payment under this Agreement.

26. **Ownership of Documents.** All plans, studies, drawings, calculations, reports, specifications, estimates, and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings solely prepared or caused to be prepared by the Contractor under this Agreement and submitted to District (“Documents”) shall be and shall remain the property of the District for all purposes, as they relate to the Services. At termination of this Agreement, Contractor will provide the District with a complete set of Documents in its possession. All underlying work product, including but not limited to any templates and trademarks, will remain the property of Contractor.

27. **Licensing of Intellectual Property.** This Agreement creates a non-exclusive and perpetual license for the District to copy, use, modify, reuse or sublicense the Documents (“Intellectual Property”) as they relate or may relate to the Services. The compensation for the Services includes compensation not only for any such use of the Intellectual Property in connection with the Services. Contractor represents and warrants that Contractor has the legal right to license the Intellectual Property that Contractor prepare or cause to be prepared under this Agreement.

28. **Entire Agreement.** This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

29. **Ambiguity.** The Parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all Parties shall be treated as equally responsible for such ambiguity.

30. **Execution of Other Documents.** The Parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

31. **Execution in Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

32. **Warranty of 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.

33. **Mediation.** A party to this Agreement shall, as a condition precedent to initiating any litigation against the other party, demand mediation of any dispute. The parties shall endeavor to include any third party claimant in the mediation. The parties shall select a mediator and schedule the mediation within thirty (30) days of the initial demand for mediation. If the parties cannot agree on a mediator, the mediator shall be appointed by JAMS. The parties to the mediation, including the parties to this Agreement, shall pay equal shares of the mediator’s fees. Each party shall bear its own attorney’s fees related to the mediation.

34. **Forms.** Prior to performing any Services, Contractor shall prepare, execute, and submit all forms that may be required by law for this Agreement, including but not limited to disabled veteran business enterprises (“DVBE”) certification (Education Code §17076.11) and an Iran Contract Act certification

(Public Contract Code §2204). If a form is necessary, Contractor shall use the District’s versions of these forms, which the District shall make available upon request.

35. **Sanctions in Response to Russian Aggression.** The District requires Contractor to comply with the Governor’s March 4, 2022, Executive Order N-6-22 (“Order”) relating to any existing sanctions imposed by the United States government and the State of California in response to Russia’s actions in Ukraine, including additional requirements for contracts of \$5 million or more. Failure to comply may result in the termination of the Contract.

36. **Designation of Key Personnel.** The individuals specified in the attached *Exhibit D* shall provide the services set forth herein, and shall be the persons primarily in charge of such work.

37. **Conflict of Interest.** Contractor warrants that neither Contractor nor any Contractor Parties has an actual conflict of interest with the District in respect to the Services to be performed under this Agreement for the District. None of such individuals shall, during this term of this Agreement, acquire any interest which conflicts or could potentially conflict, in any manner with the interests of the District as they relate to the performance of Services under this Agreement.


38. **Notice to Proceed; Progress; Completion.** Upon execution of this Agreement by the Parties and approval of it by the District’s governing board, District shall give Contractor written notice to proceed with the Services. Such notice may authorize Contractor to render all of the Services contemplated herein, or such portions or phases as may be directed by the District. In the latter event, District shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the Services. Upon receipt of such notices, Contractor shall diligently proceed with the Services authorized and complete it within the agreed time period.

39. **California Residency.** Contractor *is* a legal entity registered to do business in the State of California. If Contractor qualifies for a tax withholding, Contractor shall complete and submit California Form 590, Withholding Exemption Certificate, to District at the time of execution of this Agreement.

DISTRICT:
OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR:
GREENWASTE RECOVERY, LLC

By: _____
Name: _____
Title: _____

Signed by:
By:  _____
Name: ~~GREENWASTE RECOVERY, LLC~~
Title: Interim CEO

Address for District Notices:

Address for Contractor Notices:

Attn: General Counsel and COO
610 E. Gish Rd.
San Jose, CA 95112

OAKLAND UNIFIED SCHOOL DISTRICT

Jennifer Brouhard, President,
Board of Education

Date

Kyla Johnson-Trammell, Superintendent
& Secretary of the Board of Education

Date

Roland Broach

05/29/2025

Roland Broach, Director Custodial Services

Date

Approved As To Form:

James Traber

05/28/2025

OUSD Facilities Legal Counsel

Date

Exhibit A

Executive Summary

GreenWaste, founded in 1991 in San Jose, CA, has provided tailored, cost-effective solid waste collection and processing services for over 33 years. As Northern California's premier resource recovery company, we specialize in collecting and processing residential and commercial solid waste, organics, and recyclables, serving over 300,000 residential and 10,000 commercial customers across 21 jurisdictions in Santa Clara, San Mateo, Santa Cruz, and Monterey Counties.

GreenWaste is pleased to submit this Statement of Qualifications and Pricing Proposal in response to the Oakland Unified School District's Request for Qualifications and Proposals for Solid Waste Handling, Recycling, Composting, and Waste Prevention Services. We are a proven leader in delivering comprehensive programs that maximize diversion, ensure compliance, and advance sustainability goals. GreenWaste has extensive experience providing collection and processing services to elementary schools, middle schools, and high schools across multiple jurisdictions. Our team understands the unique operational needs of educational institutions and has successfully implemented programs that align with school schedules, student safety protocols, and waste diversion goals. This experience closely aligns with the scope of services outlined in the District's RFP.



Our approach emphasizes proactive partnership, operational excellence, and education. We will implement a site-specific Solid Waste Management Program (SWMP), supported by a dedicated Customer Service Representative and an Educational and Technical Assistance Representative, providing responsive service, site assessments, training, and continuous improvement.

Unlike traditional haulers, GreenWaste offers fully integrated collection and processing services, allowing greater control over waste streams and maximizing diversion. Our public sector experience, operational flexibility, and commitment to innovation enable us to tailor solutions to the District's needs.

Today, GreenWaste operates some of California's highest-performing recycling facilities, serving over 140,000 customers. We bring extensive expertise in contamination monitoring, waste characterization, service optimization, and education programs aligned with SB 1383 and other regulatory requirements.

Enclosed is our detailed Pricing Proposal, prepared in accordance with Appendix "B" of the RFQ/P. GreenWaste's proposed rates for the District are competitively priced and represent a reduction compared to the current rates. We look forward to partnering with the District to advance its waste prevention and sustainability initiatives.

EXHIBIT B

Hourly Rates

GreenWaste Proposed Rate for 2025

GW MSW Rates:

Container Size	Monthly Cost for 1 Collection per Week	Monthly Cost for 2 Collections per Week	Monthly Cost for 3 Collections per Week	Monthly Cost for 4 Collections per Week	Monthly Cost for 5 Collections per Week	Monthly Cost for 6 Collections per Week
	1	2	3	4	5	6
2 - Yard	\$ 223.21	\$ 446.42	\$ 669.64	\$ 892.85	\$ 1,116.06	N/A
3 - Yard	\$ 334.81	\$ 669.63	\$ 1,004.44	\$ 1,339.25	\$ 1,674.07	N/A
4 - Yard	\$ 446.42	\$ 892.83	\$ 1,339.25	\$ 1,785.66	\$ 2,232.08	N/A
5 - Yard	\$ 558.02	\$ 1,116.03	\$ 1,674.05	\$ 2,232.07	\$ 2,790.09	N/A
6 - Yard	\$ 669.62	\$ 1,339.24	\$ 2,008.86	\$ 2,678.48	\$ 3,348.09	N/A
7 - Yard	\$ 781.22	\$ 1,562.44	\$ 2,343.66	\$ 3,124.88	\$ 3,906.10	N/A

GW Organics Rates:

Container Size	Monthly Cost for 1 Collection per Week	Monthly Cost for 2 Collections per Week	Monthly Cost for 3 Collections per Week	Monthly Cost for 4 Collections per Week	Monthly Cost for 5 Collections per Week	Monthly Cost for 6 Collections per Week
	1	2	3	4	5	6
2 - Yard	\$ 344.46	\$ 688.93	\$ 1,033.39	\$ 1,377.85	\$ 1,722.31	N/A
3 - Yard	\$ 516.69	\$ 1,033.38	\$ 1,550.06	\$ 2,066.75	\$ 2,583.44	N/A
4 - Yard	\$ 688.91	\$ 1,377.83	\$ 2,066.74	\$ 2,755.65	\$ 3,444.56	N/A
5 - Yard	\$ 861.14	\$ 1,722.28	\$ 2,583.41	\$ 3,444.55	\$ 4,305.69	N/A
6 - Yard	\$ 1,033.36	\$ 2,066.73	\$ 3,100.09	\$ 4,133.45	\$ 5,166.81	N/A
7 - Yard	\$ 1,205.59	\$ 2,411.18	\$ 3,616.76	\$ 4,822.35	\$ 6,027.94	N/A

GW Recyclables Rates:

Container Size	Monthly Cost for 1 Collection per Week	Monthly Cost for 2 Collections per Week	Monthly Cost for 3 Collections per Week	Monthly Cost for 4 Collections per Week	Monthly Cost for 5 Collections per Week	Monthly Cost for 6 Collections per Week
	1	2	3	4	5	6
2 - Yard	\$ 200.89	\$ 401.78	\$ 602.67	\$ 803.56	\$ 1,004.46	N/A
3 - Yard	\$ 301.34	\$ 602.66	\$ 904.00	\$ 1,205.33	\$ 1,506.66	N/A
4 - Yard	\$ 401.78	\$ 803.54	\$ 1,205.32	\$ 1,607.10	\$ 2,008.87	N/A
5 - Yard	\$ 502.22	\$ 1,004.42	\$ 1,506.65	\$ 2,008.86	\$ 2,511.08	N/A
6 - Yard	\$ 602.66	\$ 1,205.31	\$ 1,807.97	\$ 2,410.62	\$ 3,013.29	N/A
7 - Yard	\$ 703.10	\$ 1,406.20	\$ 2,109.30	\$ 2,812.39	\$ 3,515.50	N/A

Note:

1. Above rates are subject to annual increase subject to the RFP terms
2. Overage charges applicable at \$50 per instance

GreenWaste Proposed Rate for 2025

GW MSW Rates:

Container Size	Cost for On-Call Pickup		Monthly Cost For 1 Day a Week Service		Monthly Cost For M,W,F (3 Days Per Week service)
	1		2		3
20 CY	\$	826.13	\$	3,579.91	\$ 10,739.73
30 CY	\$	928.27	\$	4,022.50	\$ 12,067.50
20 CY Compactor	\$	1,646.84	\$	7,136.30	\$ 21,408.91
30 CY Compactor	\$	1,953.25	\$	8,464.07	\$ 25,392.21

GW Organics Rates:

Container Size	Cost for On-Call Pickup		Monthly Cost For 1 Day a Week Service		Monthly Cost For M,W,F (3 Days Per Week service)
	1		2		3
20 CY	\$	988.21	\$	4,282.26	\$ 12,846.78
30 CY	\$	1,144.38	\$	4,958.96	\$ 14,876.89
20 CY Compactor	\$	2,133.08	\$	9,243.34	\$ 27,730.03
30 CY Compactor	\$	2,601.57	\$	11,273.46	\$ 33,820.38

GW Recyclables Rates:

Container Size	Cost for On-Call Pickup		Monthly Cost For 1 Day a Week Service		Monthly Cost For M,W,F (3 Days Per Week service)
	1		2		3
20 CY	\$	616.32	\$	2,670.73	\$ 8,012.20
30 CY	\$	648.52	\$	2,810.26	\$ 8,430.79
20 CY Compactor	\$	1,017.41	\$	4,408.77	\$ 13,226.32
30 CY Compactor	\$	1,114.01	\$	4,827.36	\$ 14,482.09

Note:

1. Above rates are based on tonnage limit of 3 tons for 20 CY and 4 Tons for 30 CY
2. Above rates are based on bins without lids, covered trips have additional charge of \$50 per trip

EXHIBIT C

Fingerprinting Notice and Acknowledgement Form

EXHIBIT "B"

FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT
FOR ALL CONTRACTS EXCEPT WHEN CONSTRUCTION EXCEPTION IS MET
(Education Code Section 45125.1)

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)
2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in *Attachment A* to this Notice.
3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in *Attachment B* to this Notice.
4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)
5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section 45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a).

(Education Code §45125.1(h).)

I, as Chief Executive Officer *[insert "owner" or officer title]* of GreenWaste Recovery, LLC
[insert name of business entity], have read the foregoing and agree that GreenWaste Recovery, LLC
[insert name of business entity] will comply with the requirements of Education
Code §45125.1 as applicable, including submission of the certificate mentioned above.

Dated: 5/1/2025

Name: Clete Elms

Signature: _____

Title: Chief Executive Officer

EXHIBIT "B" - ATTACHMENT A

Violent and Serious Felonies

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of

Section 220.

- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug,

as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

EXHIBIT "B" - ATTACHMENT B

Form for Certification of Lack of Felony Convictions

Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or be within the vicinity of District pupils.


Entity Name: GreenWaste Recovery, LLC
Date of Entity's Contract with District: July 1, 2025
Scope of Entity's Contract with District: Solid Waste Handling and Recycling & Composting and Prevention Services

I, Clete Elms [insert name], am the Chief Executive Officer [insert "owner" or officer title] for GreenWaste Recovery, LLC [insert name of business entity] ("Entity"), which entered a contract on July 1, 2025, with the District for Solid Waste Handling and Recycling & Composting and Prevention Services

I certify that (1) pursuant to Education Code section 45125.1(f), neither the Entity, nor any of its employees who are required to submit fingerprints and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1; and (2) the Entity is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil's parent or guardian having a valid criminal background check as described in Education Code section 44237.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Date: July 1, 2025

Signature: 
Typed Name: Clete Elms
Title: Chief Executive Officer
Entity: GreenWaste Recovery, LLC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/29/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Insurance Associates, LLC 103 Powell Court, Ste 200 Brentwood TN 37027	CONTACT NAME: PHONE (A/C, No, Ext): 615-515-6000 E-MAIL ADDRESS: administrator@com-ins.com FAX (A/C, No): 615-515-6001
INSURED GW Debris Services 675 Los Esteros Road San Jose CA 95134	INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Ins. Co. INSURER B: Crum & Forster Specialty Ins. INSURER C: American Zurich Insurance Co INSURER D: SiriusPoint Specialty Insurance Corporation INSURER E: Westchester Surplus Lines Insurance Company INSURER F: Allied World Na'l Assurance Co

COVERAGES**CERTIFICATE NUMBER:** 684958387**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			EPK148317	7/1/2024	7/1/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 4983505 04	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EFX125641 G47476203 001 0314-3358 EXT30063672300	7/1/2024 7/1/2024 7/1/2024 7/1/2024	7/1/2025 7/1/2025 7/1/2025 7/1/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 Total Excess Limit \$20,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 4994062 04	7/1/2024	7/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Pollution			PLL-P-D0001811 00	7/1/2024	7/1/2027	Each Incident Aggregate 25,000,000 25,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Excess Limits - EFX125641 - \$5,000,000 Each Occurrence/\$5,000,000 Aggregate; G47476203 001 \$5,000,000 Each Occurrence/\$5,000,000 Aggregate; 0314-3358 \$10,000,000 Each Occurrence/\$10,000,000 Aggregate; Auto Excess Liability EXT30063672300 \$1,000,000 Each Occurrence/\$1,000,000 Aggregate; Auto Excess Liability LHA601617 \$2,000,000 Each Occurrence/\$2,000,000 Aggregate
Total Excess Liability Limits \$20,000,000 Total Auto Excess Liability Limits \$5,000,000.
Pollution Limits- PLLP-D0001811 00- Each incident/\$25,000,000 Aggregate/\$25,000,000 Carrier: SiriusPoint Specialty Insurance Corporation

Per Project Aggregate \$5,000,000 per endorsement - EN01790523

District and District Parties are included as additional insureds with respects to auto and general liability when required by written contract with the named See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Oakland Unified School District Department of Custodial Services 900 High Street Oakland CA 94601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/29/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Insurance Associates, LLC 103 Powell Court, Ste 200 Brentwood TN 37027	CONTACT NAME: PHONE (A/C, No, Ext): 615-515-6000 E-MAIL ADDRESS: administrator@com-ins.com FAX (A/C, No): 615-515-6001
INSURED GreenWaste Recovery, LLC 610 E Gish Rd San Jose CA 95112	INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Ins. Co. INSURER B: Crum & Forster Specialty Ins. INSURER C: American Zurich Insurance Co INSURER D: SiriusPoint Specialty Insurance Corporation INSURER E: Westchester Surplus Lines Insurance Company INSURER F: Allied World Na'l Assurance Co
	NAIC # 16535 44520 40142 10172 10690

COVERAGES**CERTIFICATE NUMBER:** 268626367**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			EPK148317	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 4983505 04	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			EFX125641 G47476203 001 0314-3358	7/1/2024 7/1/2024 7/1/2024	7/1/2025 7/1/2025 7/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Total Excess Limit \$ 20,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WC 4994062 04	7/1/2024	7/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Pollution			PLLP-D0001811 00	7/1/2024	7/1/2027	Each Incident \$ 25,000,000 Aggregate \$ 25,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Excess Limits - EFX125641 - \$5,000,000 Each Occurrence/\$5,000,000 Aggregate; G47476203 001 \$5,000,000 Each Occurrence/\$5,000,000 Aggregate; 0314-3358 \$10,000,000 Each Occurrence/\$10,000,000 Aggregate; Auto Excess Liability EXT30063672300 \$1,000,000 Each Occurrence/\$1,000,000 Aggregate; Auto Excess Liability LHA601617 \$2,000,000 Each Occurrence/\$2,000,000 Aggregate
Total Excess Liability Limits \$20,000,000 Total Auto Excess Liability Limits \$5,000,000.
Pollution Limits- PLLP-D0001811 00- Each incident/\$25,000,000 Aggregate/\$25,000,000 Carrier: SiriusPoint Specialty Insurance Corporation

Per Project Aggregate \$5,000,000 per endorsement - EN01790523

District and District Parties are included as additional insureds with respects to auto and general liability when required by written contract with the named See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Oakland Unified School District
Department of Custodial Services
900 High Street
Oakland CA 94601

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Custodial Services Department	Site	999
---------------------	--------------------------------------	-------------	------------

Basic Directions

Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.

Attachment Checklist	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000. <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider
----------------------	--

Contractor Information

Contractor Name	GreenWaste	Agency's Contact						
OUSD Vendor ID #	New	Title		Owner				
Street Address	610 E. Gish Street	City	San Jose	State	CA	Zip	95112	
Telephone	408-283-4800	Policy Expires						
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			Worked as an OUSD employee? <input type="checkbox"/> Yes, <input checked="" type="checkbox"/> No				
OUSD Project #	25067							

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	6-26-2025	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	7-1-2028
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$ 9,750,000.00	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Funding Source	Org Key	Object Code	Amount
0000/9000	Fund 40	010-0000-0-9000-8213-5515-999-9990-9000-0103-99999	5515	\$9,750,000.00

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Director, Custodial Services				
	Signature	<i>Roland Broach</i>	Date Approved	05/29/2025	
2.	OUSD General Counsel, Facilities				
	Signature	<i>James Traber</i>	Date Approved	05/28/2025	
3.	Chief Systems & Services Officer				
	Signature	<i>Preston Thomas</i>	Date Approved	05/29/2025	
	Preston Thomas (May 29, 2025 14:46 PDT)				
4.	Chief Financial Officer				
	Signature		Date Approved		
	President, Board of Education				
5.	Signature		Date Approved		