



**REQUEST FOR PROPOSAL
RFP GP012627**

**HAZARDOUS WASTE & ENVIRONMENTAL HEALTH
CONSULTATION**

**EAST SIDE UNION HIGH SCHOOL DISTRICT
830 North Capitol Avenue
San Jose, CA 95133-1316**

RFP DUE DATE: AUGUST 14, 2026, 2:00 PM

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Notice to Providers

The East Side Union High School District (ESUHSD) is requesting proposals for the award of service contract(s) for **Hazardous Waste & Environmental Consultation** in accordance with the minimum specifications included herein.

PlanetBids is a web-enabled procurement and electronic bidding system. In order to begin bidding for this RFP, the Provider must first register, for free, online:

<http://www.planetbids.com/portal/portal.cfm?CompanyID=24763>

As a registered and approved Provider within our Provider database, you will be automatically notified of bid alerts, bid changes, updates, and addenda. All bid-related information is located within the different tabs of the bid detail. Only applicable tabs will be available within the bid.

Copies of the RFP, including forms that need to be completed and submitted, can be downloaded from the PlanetBids website.

All proposals are to be submitted electronically via PlanetBids on or before **August 14, 2026, 2:00 PM**. All necessary documentation for this RFP can be downloaded via the PlanetBids website.

Contact Person: Phuong Nguyen

Phone: 408-347-5073

Paper RFPs will not be accepted. We are only accepting electronic RFPs via PlanetBids.

No Provider may withdraw any proposal for a period of ninety (90) calendar days after the proposal submittal deadline. A successful respondent Provider shall not be relieved of the proposal submitted without the District's consent, which relief the District may grant or deny in its discretion.

ESUHSD will review the responses, contact references, and complete a weighted scoring matrix for each respondent Provider.

ESUHSD reserves the right to accept or reject any item or group(s) of items of a proposal. ESUHSD also reserves the right to waive any minor informality or irregularity in any proposals. Additionally, ESUHSD may, for any reason, decide not to award an agreement as a result of this RFP or to reissue the RFP.

There will not be a formal public opening for this RFP. After the recommendation for the purchase order contracts award is submitted to the Board of Trustees for approval, all proposals will be available for public review.

Guide to get started with eBidding on PlanetBids can be accessed through:

<https://vendors.planetbids.com/portal/24763/help>

If you are having technical issues downloading or submitting your bid documents, please contact Planet Bids directly at (818) 992-1771.

Proposed Timeline

The following is the anticipated timeline of events for this RFP. ESUHSD may change the estimated dates and processes as deemed necessary.

July 30, 2026	Release of Request for Proposals
August 10, 2026	Last day for submissions of questions and/or clarifications on PlanetBids by 2:00 PM
August 14, 2026	Proposals Due electronically only on PlanetBids by 2:00 PM
September 10, 2026	Present the award to the Board of Trustees
September 11, 2026	Tentative Contract Start Date

Addenda

The ESUHSD may modify this RFP, any of its key action dates, or any of its attachments, prior to the proposal submittal date. Addenda will be numbered consecutively as a suffix to the RFP reference number. Addenda shall be available for public view on PlanetBids. It is the Respondent Provider's responsibility to ensure that all addenda have been incorporated. Failure to acknowledge incorporated addenda will not relieve the Respondent Provider of the responsibility to meet all terms and conditions of this RFP and any subsequent addenda.

Inquiries and/or Clarifications

Any requests for clarification of the RFP shall be made via PlanetBids only, under the "Q&A" tab, no later than **August 10, 2026, 2:00 PM.**

All responses to questions/clarifications will be posted to the PlanetBids website. If any addenda are issued, they shall also be posted on the PlanetBids website. It is the Respondent Provider's responsibility to review PlanetBids for any responses and/or addenda.

If any addenda are issued, they too shall be posted to the PlanetBids website. It is the Respondent Provider's responsibility to review PlanetBids for any responses and/or addenda.

ESUHSD is responsible only for what is expressly stated within this RFP and any authorized written addenda thereto. ESUHSD is not responsible for and will not be bound by any person not authorized to act on its behalf.

*As of the issuance date of this RFP and continuing until the final date for submission of proposals, **contact with ESUHSD employees is strictly limited.** All personnel representing ESUHSD are specifically directed not to hold meetings, conferences, or technical discussions with any Provider for purposes of responding to this RFP. Any Provider found to be acting in any way contrary to this directive will be **disqualified from entering into any contract** that may result from this RFP.*

Submission of RFP Proposals

Please review this RFP carefully before responding to ensure that all procedural, system, and contractual requirements are fully understood. Failure to adhere to all requirements will disqualify the proposal.

Proposals must be submitted no later than August 14, 2026, 2:00 PM.

Evaluation Criteria

The following is the criteria by which ESUHSD will evaluate proposals submitted in response to this RFP.

RFP Evaluation Criteria	
Cost	45%
Qualifications	40%
References	15%
Total	100%

District Overview

East Side Union High School District (ESUHSD), established in 1950, serves approximately 20,000 students in grades 9-12 at eleven comprehensive high schools and four alternative education sites. The District has the third-largest high school enrollment in the State and the largest in Northern California.

Purpose of the Proposal

ESUHSD is seeking one or more firms to provide the technical support necessary to develop and maintain our safety and environmental programs, which comply with all applicable local, state, and federal regulations.

ESUHSD would like to have the successful Provider offer other school districts and community college districts, any public corporation or agency, including any county, city, town or public corporation or agency within the State of California, the right to receive the services at the same price and at the same terms and conditions pursuant to sections 20118 (K-12) and 20652 (Community Colleges) of the Public Contract Code. ESUHSD waives its right to require other districts and offices to draw their warrants in the favor of the District as provided in said Code sections. Acceptance or rejection of this clause will not affect the outcome of this RFP.

Scope of Services

East Side Union High School District (ESUHSD) is looking for one or more firm(s) to provide the technical support necessary to develop and maintain our safety and environmental programs, which comply with all applicable local, state, and federal regulations. The selected vendor(s) shall be properly trained, licensed, and insured, and shall perform work in compliance with all applicable laws as well as all manufacturer and industry standards.

A. Program Elements:

- a. Hazardous Communication Program
 - i. The selected firms will provide Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA), Department of Toxic Substance Control (DTSC), Science Laboratory Training, and all regulatory required training to district-wide employees in support of program elements listed above.
- b. Hazardous Waste Management Program
 - i. Selected firms will ensure hazardous waste is properly handled, packaged, and transported. Selected firms will assess, inventory, label, package, manifest, and transport chemicals/hazardous and/or universal waste for disposal to a fully licensed Treatment, Storage & Disposal Facility (TSDF). Selected firms must

be licensed to transport the chemicals/hazardous waste to the fully licensed TSDF. Selected firms will provide emergency response services.

c. Hazardous Materials Management Program

- i. The selected firms shall prepare an annual update to the District's Hazardous Material Business Plans and submit to the County Certified Unified Program Agency (CUPA) via the California Environmental Reporting System (CERS). Selected firms shall conduct an inventory of hazardous materials, create site maps, and provide training.

d. Science Laboratory Safety Standard Compliance Services

- i. Selected firms will develop, implement, and/or update the District's site-specific Chemical Hygiene Plans. Selected firms will conduct health & safety inspections, inventory chemicals, and prepare reports following Ed Code 49411 Guidelines and OSHA chemical hygiene practices and standards to identify chemicals for disposal whose hazard risk outweighs their educational value.

e. Safety Audit of District Facilities

- i. Selected firms shall develop Safety Audits for all District facilities maintained by ESUHSD, including but not necessarily limited to:
 1. Vocational and Technical Arts Classrooms, including wherever applicable (i.e., Art, Woodshop, Home Economics, Science, Metal/Welding/Machine, Computer/Technology, Photography, Auto, Library). This audit shall include proper spacing of equipment, criteria, and verification that students can be supervised from teaching positions.
 2. Playground Equipment
 - a. Playgrounds, athletic facilities, and equipment, including but not limited to:

• Bleachers	• Balls Walls
• Pools	• Locker Rooms
• Weight rooms	• Gymnasiums
• Basketball Hoops (indoor and outdoor)	• Athletic Fields (artificial and grass turf)
• Stadiums	
 3. Warehouse, Reprographics and Nutrition Services, including:
 - a. Storage areas
 - b. Work areas
 - c. Freezers, refrigerators, including walk-in styles
 4. Maintenance, Operations, and Transportation areas, including:
 - a. Equipment
 - b. Boilers
 - c. Water Heaters
 - d. Electrical and Mechanical rooms

- e. Storage and work areas
- f. Chemical handling and storage
- g. Elevator and Elevator Equipment Rooms
- h. District-owned vehicles (excluding buses)
- 5. Chemical and equipment storage facilities
- 6. Cafeterias and multipurpose rooms
- 7. Public assembly areas
- 8. Office areas
- 9. Grounds areas and any other areas which may pose a significant hazard, including:
 - a. Sidewalks
 - b. Turf
 - c. Theaters
 - d. Walkways
 - e. Multipurpose rooms
 - f. Parking lots
 - g. Cafeterias
- 10. Classrooms, including General Education and Special Education Facilities

Other Program Documentation: The selected firm(s) shall develop documentation to satisfy existing regulations and maintain and update program documentation as necessary or as requested by District management.

f. Health & Safety Training

The selected firm(s) shall provide, on an annual basis, the following safety training to District staff:

- i. Injury and Illness Prevention Plan Training
- ii. Hazard Communication Training
- iii. Fire Extinguisher Usage Training
- iv. Respirator Training
- v. Personal Protective Equipment Training
- vi. Spill Notification and Clean-up Training
- vii. Bloodborne Pathogens Training
- viii. Heat Illness Prevention Training
- ix. Science Laboratory Safety Training
- x. Storm Water Pollution Prevention Plan Training
- xi. Aboveground Storage Tank Training
- xii. Hazardous Waste Generator Training
- xiii. Playground Safety
- xiv. Other training support as requested by ESUHSD

g. Optional Services & Support

As required, the selected firms may be engaged to coordinate sampling to quantify District employees' exposure to air contaminants. Examples include the Asbestos Hazard Emergency Response Act (AHERA), National Emission Standards for

Hazardous Air Pollutants (NESHAP), and Indoor Air Quality (IAQ) inspections. Selected firms may be engaged to conduct the annual Facility Inspection Tool. Vendors may propose additional services that may be of value to the District under this criterion. The District may use any company it wishes for these services.

h. AHERA Program Management, including Management Plans

The selected firms shall work in connection with the District's designated person to implement and carry out the District's Asbestos Management Plan and shall conduct the required Asbestos Hazard Emergency Response Act (AHERA) triennial inspections and reporting per site, conduct six-month surveillance inspections and reporting per site, and provide annual asbestos awareness training for maintenance and custodial staff. The contemplated services shall include the following:

- i. Perform the necessary triennial inspections required by AHERA and provide the required updated reports (one paper copy and one electronic copy).
- ii. Perform the necessary six-month surveillance inspections required by AHERA and provide the required updated reports (one paper copy and one electronic copy).
- iii. Provide asbestos awareness training for custodial and maintenance employees annually during the term of the contract.
- iv. Assist the District in providing notification to short-term workers who may come in contact with asbestos on the District's sites regarding the location of any asbestos-containing building materials (ACBM).
- v. Provide appropriate warning labels regarding ACBM, if needed, and remove when no longer required.
- vi. Communicate with appropriate District personnel, including the District's designated person, of any necessary response actions necessary to maintain compliance with AHERA and other regulatory agencies with regard to asbestos and lead.
- vii. Assist the District in maintaining appropriate asbestos management records, if needed.

B. Services to Be Provided

The selected firms shall provide, on an annual basis, the following elements in support of this contract:

- a. Districtwide Hazardous Materials Inventories to Update Safety Data Sheets
- b. Hazardous Material Business Plans
- c. Chemical Hygiene Plans
- d. Spill Prevention and Countermeasures Control Plan
- e. Safety Audits / Plans as outlined in section V
- f. Science Lab Safety and Environmental Inspection documentation and reports
- g. Science Lab Chemical Inventory Reports
- h. Triennial inspection and reporting services as mandated by the 1986 Asbestos Hazard Emergency Response Act (AHERA) and its regulations
- i. Biannual surveillance inspections and reporting services as mandated by the 1986 Asbestos Hazard Emergency Response Act (AHERA) and its regulations

- j. Assist in pre-inspections and inspections with CUPA
- k. Other special reports or studies requested by ESUHSD, or Regulatory Agency Liaison
- l. Training as outlined in section VI. Including handouts, quizzes, attendance records, certificates of training, etc., to support the training program.
- m. Hazard Waste Packaging: Packaging (e.g., lab pack) of hazardous waste, universal waste, and other waste products into containment devices for shipment to off-site locations for disposal
- n. Hazard Waste Disposal: Proper shipment and disposal of packaged waste, including providing copies of manifests, bills of lading, profiles, and Land Disposal Restrictions for hazardous waste
- o. Optional Services as outlined in section VII

Contract Specifications

ESUHSD reserves the right to add or delete related items to or from the contract at any time during the contract term. ESUHSD reserves the right to cancel any awarded contract immediately for any reason determined by ESUHSD to be detrimental to the health and welfare of students and school personnel, or that seriously affects the quality of the service. ESUHSD will hold the Respondent Provider in default if they have caused such a condition to arise.

Failure to comply with any of the above requirements will be sufficient cause for the cancellation of the contract.

Term of Pricing

The term of the Fixed Pricing Period shall commence upon ESUHSD execution of the contract, tentatively scheduled for **September 11, 2026**. The period of time that prices quoted herein shall remain in effect for a minimum period of 12 months after bid award. The Provider must provide any price changes in writing 90 days prior to the annual renewal date. Time extensions may be granted upon the mutual consent of all parties involved, subject to the conditions of this bid, but not to exceed five (5) years.

In the event that parties involved consent to contracting time extensions, the following conditions for price adjustments shall apply. Prices bid herein may increase with the mutual consent of parties involved. The effective date of such increase shall be specified in writing by the District. All proposed price increases shall require the Provider to submit the national or regional published price list or printed notices of price changes. All purchase orders placed under this agreement shall be delivered and invoiced at the agreement price prevailing at the time the order is placed, regardless of the actual delivery date.

Respondent Providers Cost

Any costs incurred by the Respondent Provider in developing their proposals are the sole responsibility of the Respondent Provider and shall not be chargeable to the ESUHSD.

Price Adjustments

Prices for the services shall remain unchanged for twelve (12) months following the effective date of the contract. The Provider has the right to request a price adjustment only thirty (30) days prior to the end of the contract term. During this thirty (30) day period, the Provider may submit a request in writing to ESUHSD for a price adjustment that is consistent with and relative to price changes originating with and compelled by market trends, and which changes are outside of the Provider's control. The Provider must fully document its request and attach, without limitation, such market data to support the requested adjustment. ESUHSD may, in its sole

discretion, approve or disapprove the requested adjustment, in whole or in part. Any approved adjustment shall be final and shall remain unchanged until the end of the next contract term.

Errors and Omissions

If a Respondent Provider discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP or any of its attachments, they shall immediately notify ESUHSD of such error in writing and request modification or clarification of the document. Modifications will be made via addenda. Clarifications will be posted on the PlanetBids website without disclosing the source of the request.

If a Respondent Provider fails to notify ESUHSD, prior to the date fixed for submission of proposals, of an error in the RFP known to them, or an error that reasonably should have been known to them, they shall submit proposals at their own risk, and if they are awarded the contract, they shall not be entitled to additional compensation or time by reason of the error or its later correction.

Exceptions

If a Respondent Provider takes exception to any part of this RFP, including but not limited to specification of the Insurance, Administrative, and Legal Requirements as written herein or as amended by any addenda subsequently issued, the exception must be made in writing. Said exceptions must be submitted with the proposal; failure to do so will be construed as acceptance of all items.

Organization of Proposals

Proposal responses are to be organized simply and economically. Each Proposal shall be submitted in the following order with the following documents. **ALL ITEMS BELOW ARE REQUIRED IN ORDER FOR THE PROPOSAL TO BE ACCEPTED AS A RESPONSIVE PROPOSAL:**

1. Executive Summary: The Executive summary should contain the firm's approach to providing services as required for all components of the contract, and a brief summary of your firm's history and qualifications. Include project personnel qualifications as well.
2. Exhibit 1 - General Provider Information & Signature (Required ESUSHD form on PlanetBids)
3. Exhibit 2 - List of References (Required ESUSHD form on PlanetBids)
4. Exhibit 3 - Certificate of Non-Discrimination (Required ESUSHD form on PlanetBids)
5. Exhibit 4 - Non-Collusions Declaration (Required ESUSHD form on PlanetBids)
6. Exhibit 5 - Conflict of Interest Statement (Required ESUSHD form on PlanetBids)
7. Exhibit 6 - Fingerprinting Requirements (Required ESUHSD form on PlanetBids)
8. Exhibit 7 – Statement of Surcharges (Required ESUHSD form on PlanetBids)
9. Exhibit 8 – Federal Debarment Certification (Required ESUHSD form on PlanetBids)
10. Exhibit 9 – Federal Byrd Anti-Lobbying Certification (Required ESUHSD form on PlanetBids)
11. Exhibit 10 – Subcontractor Designation (Required ESUHSD form on PlanetBids)
12. Exhibit 11 – Cost Proposal (Required ESUHSD form on PlanetBids)
13. W-9
14. Certificate of Liability Insurance (Endorsed to East Side Union High School District upon award.)

Proposals Become the Property of ESUHSD

Proposals become the property of ESUHSD, and information contained therein shall become public property subject to disclosure laws after Notice of Intent to Award. ESUHSD reserves the right to make use of any information or ideas contained in the proposal.

Confidential Material

Respondent Provider must notify ESUHSD in advance of any proprietary or confidential material contained in the bid and provide justification for not making such material public. ESUHSD shall have sole discretion to disclose or not disclose such material, subject to any protective order which Respondent Provider may obtain.

Reservations

With respect to this RFP, ESUHSD reserves certain rights at any time as follows:

1. Reject any proposal without indicating any reason for such rejection;
2. Waive or correct any minor or inadvertent defect, irregularity, or technical error in a proposal, or in the process, or as part of any subsequent contract negotiation;
3. Request that Providers supplement or modify all or certain aspects of their proposals or other documents or materials submitted;
4. Terminate this RFP and issue a new RFP;
5. Modify the selection process, the specifications or requirements for materials or services, or the content or format of the bids;
6. Extend a deadline specified in this RFP, including deadlines for accepting proposals;
7. Negotiate with any or none of the Providers;
8. Modify the final contract from the terms described in this RFP;
9. Terminate failed negotiations with a Provider without liability, and negotiate with other Providers;
10. Disqualify any Provider on the basis of a real or apparent conflict of interest, or evidence of collusion that is disclosed by the proposal or other data available to ESUHSD;
11. Request that services be provided by certain staff of a Provider, or request that certain staff of a Provider be excluded from providing services as determined by ESUHSD to be in its best interest;
12. Reject a Provider's proposal where the Provider is in breach of, or in default under, any other agreement with the ESUHSD;
13. Award multiple contracts if it is deemed necessary to provide the specified services.

Cancellation

This solicitation does not obligate the ESUHSD to enter into an agreement. ESUHSD retains the right to cancel this RFP at any time should the project be canceled, ESUHSD lose the required funding, or it be deemed in the best interest of ESUHSD. No obligation, either expressed or implied, exists on the part of ESUHSD to make an award or to pay any cost incurred in the preparation or submission of a proposal.

Award of Contract

The award, if any, will be to the Respondent Provider(s) whose proposal best complies with all of the requirements of the RFP documents and any addenda. Purchase orders shall be awarded to the Respondent Provider(s) whose offer is determined to be the most advantageous to ESUHSD from the standpoint of suitability to purpose, quality, service, previous experience, price, ability to deliver, or for any other reason deemed by the Purchasing Manager to be in the best interests of ESUHSD and, as such, will not be determined by price alone and may not be the lowest bid especially where services are of utmost importance. The complete contract shall include the purchase order(s) and all amendments thereto, and the terms of this RFP and all attachments and amendments hereto.

General Description of the Proposed Contract

After the evaluation process is complete, the recommendation to award to one or more Providers will go to the Superintendent on behalf of the Board of Trustees for approval, and then to the full Board of Trustees on **September 10, 2026**.

The term of the contract will be from **September 11, 2026, to June 30, 2029**, with the ability to extend the Contract for two (2) additional one (1) year terms.

The Contract will require the proposer to adhere to the terms of their proposal and to act in accordance with all applicable laws and regulations in effect at the time the purchase order contract is signed and that become effective during the term of the contract.

Execution of the Contract

The contract shall be signed by the Provider and returned, along with the required attachments to the East Side Union High School District within 10 working days. The period for execution may be changed by mutual agreement of the parties. Contracts are not effective until approved by the appropriate East Side Union High School District officials. Any work performed prior to receipt of a fully executed contract shall be at Provider's own risk.

Failure to Execute a Contract

Failure to execute the contract within the time frame identified above shall be sufficient cause for voiding the award. Failure to comply with other requirements within the set time shall constitute a failure to execute the contract. If the successful Provider refuses or fails to execute the contract, the East Side Union High School District may award the contract to the next qualified, highest-ranked Provider.

Force Majeure

The Provider acknowledges that ESUHSD is not liable for interruption of services due to any of the following causes, to the extent beyond its reasonable control: acts of God, accidents, riots, war, terrorist acts, epidemics, pandemics, quarantine, civil commotion, government orders or laws, and natural catastrophes.

Termination of Contract

The ESUHSD reserves the right to terminate any contract awarded hereunder for default at ESUHSD's convenience. If the contract is terminated for convenience, the Provider shall be paid only for services and products rendered as of the date of notice of termination. Because ESUHSD terminates the contract, this does not preclude the Provider from meeting obligations to other school districts that have entered into a contract with the Provider utilizing the piggyback clause, if applicable.

Payment Invoicing

The ESUHSD will only pay the original invoice signed by an ESUHSD employee. The invoice will not be paid if there is no signature as stated above. Invoices must be made out to ESUHSD and sent to the accounts payable at accountspayable@esuhsd.org. Invoices must show the purchase order number, description of items purchased, unit prices, and all applicable taxes. Invoices that do not include the proper purchase order number may be delayed in payment. Payment will be made on completion of the order. ESUHSD payment terms are Net 30.

All invoices must indicate the total quantity purchased, unit price awarded under the contract, any variance to that unit price (if any), and the extended cost of the items purchased. Invoices that do not reflect these items

will be returned to the Provider for corrections and will not be paid until the invoice reflects all components listed above.

Administrative and Legal Requirements

Providers must meet Administrative and Legal Requirements included in this RFP and as outlined in **Attachment B**.

Indemnification and Insurance Requirements

Indemnification. The Provider will agree to indemnify, defend, and save harmless the ESUHSD, its officers, agents, employees, and volunteers from any and all claims and losses accruing or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement and from and against any and all injuries, claims and losses resulting to any person, firm, or corporation who may be injured or damaged by acts or negligence of Provider in the performance of this agreement.

Insurance. The Provider will maintain general liability insurance, automobile coverage, and workers' compensation coverage in such an amount as specified in **Attachment A**. ESUHSD shall be named as additional insured on a separate endorsement with respect to the general liability coverage. The Provider agrees to provide copies of the required insurance policies to ESUHSD. A certificate of insurance or letter from the Provider's insurance broker, indicating compliance or the ability to comply with the insurance requirements stated below, shall be provided with the Provider's Proposals. Actual certificates and additional insured endorsements naming ESUHSD as an additional insured must be delivered prior to execution of the final contract.