

Rowland Unified School District
1830 Nogales Street, Rowland Heights, CA 91748
RFQ/P NO. 2021-22 (R6 – Q) Due on or before May 10, 2022 no later than 10:00 a.m.

REQUEST FOR STATEMENTS OF QUALIFICATIONS AND
REQUEST FOR PROPOSALS FOR
WASTE MANAGEMENT, RECYCLING AND DISPOSAL SERVICES
RFQ/P NO. 2021-22 (R6 - Q)

1. BACKGROUND

The Rowland Unified School District (“**District**”) is requesting submission of statements of qualifications and proposals (collectively, “**Response(s)**”) from qualified service firms, partnerships, corporations, associations, persons, or professional organizations (“**Firm(s)**”) to provide district-wide waste and recycling collection, hauling, processing, and disposal services (“**Services**”) (as defined in section titled “Scope of Services”).

Additional information regarding the District’s waste management, recycling and disposal needs is available at the District’s website:

https://www.rowlandschools.org/apps/pages/index.jsp?uREC_ID=30135&type=d&pREC_ID=24512

The District issues this Request for Statements of Qualifications and Proposals (“**RFQ/P**”) pursuant to Public Resources Code section 40059, which authorizes the District to enter into a contract for the Services.

2. GENERAL INFORMATION

2.1. Firms that intend to submit a Response must:

- Be insured;
- Be appropriately certified and licensed;
- Maintain a full-service office within **fifty (50) miles** of the District; and

2.2. The District reserves the right to contract with any or multiple Firms, to reject any Response to this RFQ/P as non-responsive, and not to contract with any Firm for the Services described herein.

2.3. “**Firm**” includes any companies (including partnerships, corporations, or sole proprietorships) that the Firm has acquired an ownership interest in (in whole or in part) or merged with during the past five (5) years.

3. INSTRUCTIONS

3.1. **Responses.** Interested Firms are invited to submit a **Response via email** and as described below to **Rosana McLeod, Director of Purchasing**, rmcleod@rowlandshools.org (“**Point of Contact**”) **on or before May 10, 2022, no later than 10:00 a.m.** All Responses must be received by the date and time indicated in the RFQ/P Schedule. Specify “**RFQ/P #2021-22 (R6-Q) Waste Management, Recycling, and Disposal Services— Rowland Unified School District**” in the subject line.

3.2. No corrected or resubmitted Responses will be accepted after the above deadline. **Any Responses submitted after the deadline will be deemed non-responsive.**

4. QUESTIONS

- 4.1. Questions regarding this RFQ/P must reference the RFQ/P number and shall be directed to **Rosana McLeod, Director of Purchasing** at rmcleod@rowlandschools.org (“Point of Contact”). **All questions must be submitted by 10:00 a.m. on April 28, 2022. Specify “RFQ/P Questions—Waste Management, Recycling, and Disposal Services—Rowland Unified School District” in the subject line.** Responses to all questions received will be posted on the District’s website on or before **May 3, 2022**.
- 4.2. Questions via phone calls or other modes of communication other than e-mail will not be considered and may be grounds for disqualification.

5. MANDATORY QUIET PERIOD

From the date of issuance until the RFQ/P process is completed, any interested Firm and/or their agent or representative, shall not communicate with any District administrator, staff member, member of the Board, member of the Measure R Citizens’ Bond Oversight Committee, member of any other Board -appointed committee, or District consultant regarding this RFQ/P. All communications must be transmitted to the Point of Contact named herein. Any interested Firms violating the communications prohibition may be disqualified at the District’s discretion

6. MANDATORY PRE-RESPONSE MEETING

A Mandatory Pre-Response meeting will be held as indicated in the RFQ/P Schedule below **at the Rowland Unified School District, Board Room, 1830 S. Nogales Street, Rowland Heights, CA 91748 at 10:00 a.m. on April 21, 2022.** The District anticipates this meeting will last one (1) hour, but the District will continue the meeting until the District determines that it has answered all substantive questions. You must attend the **Mandatory Pre-Response meeting in order to bid on this project.**

7. RFQ/P SCHEDULE

The District has set the following RFQ/P Schedule that all Firms must adhere to. The District reserves the right to modify this RFQ/P Schedule by issuing an Addendum.

Event / Occurrence	Time / Date / Deadline
District Issues RFQ/P	April 5, 2022
Mandatory Pre-Proposal Meeting	10:00 a.m. on April 21, 2022
Deadline for Firms to submit questions regarding this RFQ/P	10:00 a.m. on April 28, 2022
District to respond to Firms’ questions regarding this RFQ/P	May 3, 2022
Deadline for Firm to submit Proposals	10:00 a.m. on May 10, 2022
District to interview some or all Firms (at discretion of District)	TBA
District to award Contract(s)	6:00 p.m. May 26, 2022

8. **SCOPE OF SERVICES & QUALIFICATIONS.** The District intends to make its selection of a Firm of Firms based on qualifications and demonstrated competence to provide the Services, described in Exhibit A of the Form of Agreement, attached hereto as **Attachment 1**, at all Sites identified in **Attachment 2**. A brief description of the Services is below SCOPE OF OPERATIONS - The District solicits daily waste management and recycling services for all designated locations within the District. The District will modify or reduce frequency of pick-up during certain local and national holidays and/or designated extended breaks (i.e. Thanksgiving recess, Winter recess, Spring recess; See instructional calendar for specific dates.) All trash containers shall meet all applicable standards or regulations. Please refer to the “Exhibit A” attached to this RFQ/P packet for exact locations requiring service.
 - 8.2. **SERVICE EXPECTATIONS** - The Firm will be required to furnish metal bins (dumpsters) with lids in the sizes and in the quantities shown in Attachment 2, and in the additional sized bins requested by the District. Bins

must be “leak-proof”. All maintenance of trash containers is the Firm’s responsibility.

- 8.3. Bins shall be mounted on wheels, kept in good repair and sanitized periodically to prevent fungal or pungent odors. Sanitizing process must comply with all applicable health codes (state and local). Replacement containers must be furnished for containers removed for cleaning. Failure to comply with this responsibility will result in cancellation of the award/contract.
- 8.4. Firm will provide industry standard, blue 64/65 gallon-wheeled carts in number appropriate for each site. Firm shall also provide industry standard, green 64/65 gallon-wheeled carts in number appropriate for each site.
- 8.5. Firm’s service vehicles shall be equipped with a warning device that shall sound when the vehicles are backing up.
- 8.6. Container design and cleanliness shall be in accordance with all applicable rules and regulations of individual City, County, and State Health Departments. As requested by the District, the Firm will make provisions of keeping all bins locked within their appropriate areas.
- 8.7. The District will furnish gate keys and codes to the Firm necessary to unlock areas where the containers are kept. The Firm shall also remove (or paint over) graffiti on the metal bins when requested to so do by the District and must ensure the bins maintain a neat outside appearance continuously throughout the contract.
- 8.8. FREQUENCY OF PICKUP THROUGHOUT THE YEAR - The Firm must agree to reduce the frequency of pickup service during the fiscal year term as noted in the instructional calendar “Exhibit C” included in the Form of Agreement packet. During the month of May for each year of the duration of the Agreement for Waste Management Services, the District will identify those schools that will remain open during the summer and those schools that will close. For purposes of submitting your Proposal, assume that the schools will be open/closed exactly as indicated in Exhibit A. However, variations will occur year-to-year in the exact schools opened. If the total number of schools increases or decreases, the contract price will be equitably adjusted accordingly. **ALERT: Due to the current COVID-19 Pandemic, District will inform the Firm of the Summer School Sessions beginning dates to pick-up trash from School Sites.**
- 8.9. A.M. OR P.M. PICKUP TIME AND WORK HOURS – Standard refuse and recycling service is expected daily, Monday through Friday unless instructed otherwise. All sites require A.M. pickup (9:00 a.m. to 12:00 noon) and/or P.M. pickup (3:30 p.m. – 6:30 p.m.) There will be NO PICKUP during 11:30 a.m. – 3 p.m. Pickup of trash shall be consistently A.M. or P.M. at each location and shall be as close to a “standard” time as possible each day. No work will be performed when the students are arriving or departing the school sites. Coordinate your scheduled pickup times with Building Services Department before you begin service. **DO NOT ARRIVE BEFORE 10:00 A.M. ON WEEKDAYS AND 10:00 A.M. ON SATURDAYS/HOLIDAYS.**
- 8.10. BILLING AND REPORTS - The Firm shall submit two (2) invoices for each month’s completed services on behalf of the Building Services Department, and [other Departments, if desired by District], no later than the tenth (10) day of the succeeding month. The two (2) separate invoice(s) must include a summary invoice and a detailed listing cost which include the size and number of bins services for each location. The Firm must provide the District with monthly reports as they relate to the Districts compliance with waste/disposal requirement as required by local or state laws, including SB 1383. Firm acknowledges that it will provide organic collection, recycling, and diversion services as required by SB 1383. The Firm must provide the District with monthly reports as they relate to the tonnage disposal and recycling services

completed.

- 8.11. VEHICLES/OPERATORS - All vehicles used in performance of this award are to be properly registered, licensed and insured, and will have any necessary permits, to comply with state and local regulations. All vehicles will be marked with the company name and telephone number and will be kept clean throughout the award and prefer that the vehicles run on Compressed Natural Gas (CNG). All vehicle operators will be fully licensed, as required by state law. Each driver employed by the Firm shall carry a visible form of identification at all times while on District grounds (i.e., I.D. badge, shirt with company logo, etc.). Each driver shall have in his or her possession while driving on District property, a valid Class 2 California Driver's License and medical certificate as required by Section 12804 (c) of the California Vehicle Code.
- 8.12. FEES, LICENSES and PERMITS- The Firm will be responsible for determining and obtaining any and all fees, licenses and permits for operation under this award. The cost of these fees, licenses and permits will be consider a cost of doing business under the award and will not be allowed as separate prices in the proposal. Copies of all permits, licenses and certificates shall be delivered to the District upon request.
- 8.13. COMPLIANCE WITH LAWS/CODES - All equipment and methods used by the Firm to provide trash collection, disposal and recycling under any agreement with the District shall comply with Federal, State, County and City laws, regulations and requirements. It shall be the Firm's responsibility to ascertain which laws, regulations, and requirements are applicable to performance under this award. Every provision of law and clause required by law to be inserted in the award shall be deemed to be inserted, and the award shall be read and enforced as though it were included. If through mistake or otherwise any provision is not inserted or is not correctly inserted, upon application of either party the award shall be amended to make the insertion or correction. All references to statues and regulations shall include all amendments, replacements and enactments on the subject which are in effect as of the date of the award and any later changes which do not materially and substantially alter the positions of the parties. The Firm must schedule and provide resources for training to applicable District site staff to comply with the requirements of SB 1383 (Education and Outreach Resources).
- 8.14. COOPERATION WITH CITIES OF ROWLAND HEIGHTS, WALNUT, INDUSTRY, LA PUENTE, WEST COVINA ("CITIES") AND WITH LOS ANGELES COUNTY ("COUNTY") - It is the intent of the District to fully cooperate with the Cities and the County of Los Angeles in implementing any solid waste plans or schemes, and to comply with the requirements and guidelines established by Assembly Bill 939 ("AB 939"), Assembly Bill 1826, and Senate Bill 1383. Therefore, each Firm, by submission of its proposal, expressly agrees to the following:
- a. To comply with any regulations or requirements established by Cities and County
 - b. To submit to any future licensing procedures of the Cities and County mentioned above; and
 - c. To fully report all tonnages of solid waste picked up, in all categories required by AB 939, AB 1826, and to comply with SB 1383 to the applicable Cities and County authorities, if required.

At present, the District has no requests from Cities or County authorities to report tonnage or to license waste haulers in the municipal areas encompassed by the District. However, it is conceivable that such requirements could arise in the future. The Firm agrees to comply with all reporting and licensing procedures established by the above cities or locations in the future.

- 8.15. LIAISON/SOLE POINT OF AWARD - The Firm, upon notification of award, will designate a single person to be the liaison for the District to coordinate operations and resolve operational issues.
- 8.16. COMPENSATION - The Fee must be all inclusive and include all costs to the Firm to perform the Services, including: costs to bill the District; cost to prepare and maintain tonnage tracking reports; all insurance and

other business related costs; labor; overhead; equipment; vehicles; disposal costs; permitting; commingled recyclables collection; cost to supply and deliver recycling carts and tubs; costs to supply and deliver solid-waste binds/dumpsters; costs to supply and delivery organics/compostable carts and tubs; set-up costs associated with the commencement of the services; provision of dedicated customer service liaison; all other costs to provide the Services.

- 8.17. The District anticipates that the term of the executed Form of Agreement will be for one (1) year, which may be renewed for two (2) additional one (1) year terms (“**Additional Term(s)**”) at the District’s discretion. The Firm may include a proposed increase in the Fee for any Additional Term(s) pursuant to Moody’s United States Consumer Price Index: Urban Consumer – Garbage and Trash Collection.
- 8.18. The District reserves the right to adjust the Services at each Site, and/or to increase or decrease the frequency and type of Services at each Site, which may affect the final pricing
- 8.19. NEW SCHOOLS - The Firm agrees to provide Services required for any newly constructed schools when such schools open; and to provide Services for these schools at existing award prices. Pickup service at new schools will be at the rates identical to similar agreed-upon rates. The District reserves the right to designate A.M. or P.M. service for the newly added schools.
- 8.20. SERVICES -The Firm will be required to respond to a missed pickup schedule within a four (4) hour window. It is the Firm’s responsibility to ensure that all bins are returned to their designated locations after each pick-up. Firm shall use due care to prevent solid waste, recyclables, and yard waste from being spilled or scattered during the collection or transportation process. If any solid waste, recyclables, and yard waste are spilled during collection, the Firm shall promptly clean up all spilled materials. Firm will provide collection (in frequency sufficient to serve the needs of the District as determined in conjunction with the District) and appropriate disposal of non-hazardous solid waste. Firm will also provide front-loading metal bins with lockable lids and drain plugs for the consolidation of non-hazardous solid waste - to be provided in size, type (wheeled/non-wheeled) and number appropriate for each site. Firm shall provide collection (in frequency sufficient to serve the needs of the District as determined in conjunction with the District) and processing or delivery to a processor of commingled recyclables (Fiber: newspaper, junk mail, magazines, cardboard etc. Containers: glass bottles, aluminum, bi-metal and steel cans, #1 & #2 plastic bottles). Firm shall provide collection (in frequency sufficient to serve the needs of the District as determined in conjunction with the District) and processing or delivery to a processor of or handler of green waste. Firm shall provide blue, in-classroom/in-office bins (these will be emptied into the collection carts by students and/or staff). Firm shall provide industry standard, blue wheeled carts in number appropriate for each site. Firm shall provide standard, green wheeled carts in number appropriate for each site. Firm shall ensure both garbage and recyclables (including organic recyclable material) are to be collected from the Site(s) designated by the District.
- 8.20.1. The District’s anticipated bin count, by Site and waste type, is provided in the “Current service level tables” included in this RFQ/P. This is **an estimate only** and the District only provides this information to permit Firms to adequately assess the Services required by this RFQ/P and to provide a Fee. Firms may verify any information with the District but should use their independent judgment and expertise in waste management and not rely solely on these estimates when providing the Fee.
- 8.20.2. The District currently has a contractor performing Services. If the District awards a contract pursuant to this RFQ/P, and after the District and Firm(s) execute the contract, the District requires that the Firm(s) coordinate with the District and the prior contractor to replace equipment at the Site(s) such that the District does not experience any interruption in Services.

- 8.20.3. The Services may be adjusted at the District's discretion based on the successful Firm(s)'s Response. District reserves the right to modify the frequency of pick-ups during certain local and national holidays and/or designated extended breaks, such as Thanksgiving break, winter break, spring break, and summer break, per the instructional calendar and the contract price shall be equitably adjusted. The District also reserves the right to modify the pick-up locations and times based on the addition of any new school(s) or District office(s), with pricing to be the same for identical service to these new locations.
- 8.20.4. During the collection transportation process, the Firm shall clean up litter in the immediate vicinity of any solid waste, recyclables, yard waste, and other compostable storage area. The Firm shall discuss instances of repeated spillage not caused by it directly with the site and will report such instances to the school district. The District will attempt to rectify such situations with the site. No work is to be performed at any new/additional location without prior approval from the District.
- 8.20.5. Scout Service. There are NO specific school sites the Firm must provide small pick-up trucks having the ability to carry the dumpsters away from interior zones and/or small areas within specific school site perimeters. The specific school sites are marked with an asterisk on the aerial map table listed in Exhibit Q of Form of Agreement.

(Note: This includes Saturday and Sunday if pickup is missed on Friday or Saturday). The District will be credited for missed pickup at the rate of one and one half (1-1/2) times the cost of the daily pickup of each bin not picked up.

- 8.21. INSURANCE – The Firm shall maintain insurance satisfactory to the District and as set forth below during the award period. Not less than sixty (60) days before new or renewed coverage is required (and within fifteen (15) days after being awarded), the Firm shall furnish Certificates of Insurance for each policy on general liability coverage, business automobile and for Workmen's' Compensation coverage. Certificates shall provide that a sixty (60) day prior notice of cancellation will be given the District.
- 8.21.1. The Firm shall carry insurance in effect at all times, with minimum limits of \$1,000,000.00 general liability and \$1,000,000.00 property damage. An endorsement is to be provided for the school district, and the endorsement shall require that Rowland Unified School District to be named as the Certificated Holder.
- 8.21.2. Workers Compensation Insurance shall be maintained as required by law and will protect the Firm from claims which may arise from their operations under the award.
- 8.21.3. If the Firm fails or neglects to keep insurance and business licenses in force and to render said services at the price named, or at the time and places stated herein, then the District may, without further notice or demand, cancel and rescind this award, and hold the Firm responsible and liable for all damages which may be sustained thereby, or in the event of the failure of the Firm in performing any of the terms and conditions of this award.
- 8.22. SUPERVISION – The Firm shall maintain competent superintendence satisfactory to the District, for all work performed under this award, with authority to act in all matters pertaining to the work. The Firm shall at all times enforce strict discipline and good order among his employees and shall not employ or work any unfit person or anyone not skilled in work assigned by him. Any person in the employ of the Firm whom the District may deem incompetent or unfit shall be dismissed from work and shall not be assigned to this award except with written consent of the District.

- 8.23. Firm shall provide front-loading metal bins with lockable lids and drain plugs for the consolidation of non-hazardous solid waste - to be provided in size, type (wheeled/non-wheeled) and number appropriate for each Site.
- 8.24. Firm shall collect (in frequency sufficient to serve the needs of the District as determined in conjunction with the District) and process or deliver to a processor of commingled recyclables (Fiber: newspaper, junk mail, magazines, cardboard etc. Containers: glass bottles, aluminum, bi-metal and steel cans, #1 & #2 plastic bottles).
- 8.25. Firm shall collect (in frequency sufficient to serve the needs of the District as determined in conjunction with the District) and process or deliver to a processor of or handler of green waste.
- 8.26. Firm shall provide a dedicated customer service representative who is the main liaison to the District and who is authorized to visit Sites, change service levels, address customer service problems, and meet all other District needs.
- 8.27. Both garbage and recyclables (including organic recyclable material) are to be collected from the Site(s) designated by the District and must provide proof of trash separation/recycling.
- 8.28. The District's anticipated bin count, by Site and waste type, is provided in **Attachment 2**. This is **an estimate only** and the District only provides this information to permit Firms to adequately assess the Services required by this RFQ/P and to provide a Fee. Firms may verify any information with the District but should use their independent judgment and expertise in waste management and not rely solely on these estimates when providing the Fee.
- 8.29. The District currently has a contractor performing Services. If the District awards a contract pursuant to this RFQ/P, and after the District and Firm(s) execute the contract, the District requires that the Firm(s) coordinate with the District and the prior contractor to replace equipment at the Site(s) such that the District does not experience any interruption in Services.
- 8.30. The Services may be adjusted at the District's discretion based on the successful Firm(s)'s Response. District reserves the right to modify the frequency of pick-ups during certain local and national holidays and/or designated extended breaks, such as Thanksgiving break, winter break, spring break, and summer break, per the instructional calendar and the contract price shall be equitably adjusted. The District also reserves the right to modify the pick-up locations and times based on the addition of any new school(s) or District office(s), with pricing to be the same for identical service to these new locations.

9. CONTENT OF RESPONSES

Each Firm's Response must be concise, well organized and demonstrate the Firm's qualifications. The Response must be consecutively numbered on each page and must include the following information, using the following outline structure, except as may be otherwise directed. Firms' Responses shall be **no longer than seventy-five (75) pages**, inclusive of résumés, forms, and pictures, and tabbed according to the numbering system reflected below.

- 9.1. **Letter of Interest** - A dated Letter of Interest must be submitted, including the legal name of the Firm(s), address, telephone and fax numbers, and the name, title, and signature of the person(s) authorized to submit the Response on the Firm's behalf. The Letter of Interest should provide a brief statement of Firm's experience indicating the unique background and qualities of the Firm, its personnel, and its sub-consultants, and what will make the Firm a good fit for work in the District.
- 9.2. **Table of Contents** - A table of contents of the material contained in the Response should follow the Letter of Interest.

- 9.3. **Executive Summary** - The Executive Summary should contain an outline of Firm's approach to providing waste management, recycling and disposal services, along with a brief summary of Firm's qualifications.
- 9.4. **Proposed Team** - Indicate individual(s) who will serve as primary contact(s) for the District. Indicate Firm's and personnel's availability to provide the Services. If the Firm would utilize resources from more than one office, indicate office locations and how work would be coordinated. Provide information on subconsultant team members and information on recent and successful associations with designated subconsultants.
- 9.5. **Firm Information** - Provide a comprehensive narrative of the waste management, recycling and disposal services offered by Firm. The narrative should include the following:
- 9.5.1. Provide a brief history of Firm, and, if a joint venture, of each participating entity. Identify legal form, ownership, and senior officials of company(ies). Describe number of years in business and types of business conducted. If Firm has been in existence for less than six (6) years, Firm must provide sufficient financial data to substantiate, to the satisfaction of the District, the Firm's financial capability and viability of the entity and agree to guarantee the financial strength of the new entity.
 - 9.5.2. Provide Firm's contact information and email address to send Firm notifications pursuant to RFQ/P.
 - 9.5.3. Describe in detail all services provided by the Firm and describe how Firm intends to accomplish the Services for the District.
 - 9.5.3.1. Describe applicable waste management equipment that Firm will use to perform the Services including, without limitation, types and numbers of bins/cart that Firm anticipates utilizing at each Site, and a description of the Firm's current vehicle fleet that Firm will utilize to perform Services.
 - 9.5.3.2. Describe the frequency of waste removal that Firm offers (e.g., daily, bi-weekly, MWF, weekly). Provide a recommendation as to the frequency that Firm recommends for waste removal by each Site and type of waste (e.g., solid-waste, recyclables, and organics/compostable waste).
 - 9.5.4. Provide information regarding all necessary licenses, permits, and certifications that Firm possesses to enable it to perform the Services. Provide a narrative demonstrating the Firm's understanding of any applicable state, federal, or local law(s) applicable to the Services. Confirm that any required fees, licenses and permits required to perform the Services are included in Firm's Fee.
 - 9.5.5. Describe Firm's philosophy and how Firm will work with the District's staff to develop, implement and perform the Services responsive to the District's needs.
 - 9.5.6. Provide a statement of Firm's financial resources and ability to provide the required insurance coverage in the Form of Agreement. Include a certification of correctness of Firm's statement of financial resources.
 - 9.5.7. Indicate ongoing commitment to professional education of staff, total number of permanent employees, and any other data that may assist the District in understanding Firm's qualifications and expertise. Indicate any public outreach and education Firm provides related to the waste diversion and recycling materials and programs that could be implemented with the District.
- 9.6. **Legal Issues**
- 9.6.1. Provide a statement of **ALL** claim(s) filed against Firm in the past **five (5) years**. Briefly indicate the nature of the claim and the resolution, if any, of the claim(s).

- 9.6.2. Provide a statement of any liquidated damages, administrative fines, charges or assessments that total fifty thousand dollars (\$50,000) or more in any one (1) calendar year during the last five (5) years that have been paid by Firm, or any subcontractor or affiliate of Firm as a result of solid waste management services provided by Firm. The statement should include the name of the contracting entity, the date and amount of liquidated damages, administrative fines, charges or assessments and the reason the entity assessed the same.
- 9.6.3. Provide a statement on the Firm and any subcontractor or affiliate of the Firm, detailing its workers' safety record for the past five (5) years. Firm's statement must include employee safety metrics commonly used in the industry, including, but not limited to, the number of hours lost for individual injuries per employee and workers' compensation insurance ratios.

9.7. Prior Relevant Experience

- 9.7.1. Describe Firm's experience providing Services to both public entity and private clients with multiple sites.
- 9.7.2. Describe Firm's experience in maximizing sustainability goals and objectives and maximizing diversion of waste.
- 9.7.3. Identify **ALL** K-12 or other public entities for which Firm performed Services, or substantially similar services, in the past five (5) years. Limit response to no more than the **fifteen (15) MOST RECENT** entities. Include the following information for each entity:
 - 9.7.3.1. Name of the district,
 - 9.7.3.2. Description of services provided,
 - 9.7.3.3. Contact person and telephone number at district,
 - 9.7.3.4. Firm person in charge of services at each district,
 - 9.7.3.5. Dollar value of each contract with each district,
 - 9.7.3.6. Any claims, litigation, or assessed damages directly or indirectly related to your Firm's performance of services.

9.8. **References** - Include a minimum of three (3) and maximum of five (5) letters of reference or testimonials, preferably from school districts.

9.9. **Additional Data** - Provide additional information about the Firm as it may relate to Firm's Response. This can include letters of reference or testimonials.

9.10. **Conflicts of Interest** - If applicable, provide a statement of any recent, current, or anticipated contractual obligations that relate in any way to similar work, the Services, or the District that may have a potential to conflict with Firm's ability to provide the Services described herein to the District. Firms cannot submit, propose, bid, contract, sub-contract, consult, or have any other economic interests in any project or contract for which the Firm may provide Services. The Firm selected to provide the Services and any subsidiary, parent, holding company or affiliate of the selected Firm, may not be able perform any work or submit a bid or proposal for work arising out of or relating to the Services.

9.11. **Form of Agreement** - The Form of Agreement is attached hereto as **Attachment 1**. The Form of Agreement includes an indemnification provision. **Please indicate with specificity in Firm's Response if Firm has any comments or objections to the Form of Agreement. PLEASE NOTE: The District will not consider any substantive changes to the Form of Agreement if they are not submitted with Firm's Response.**

9.12. **Compensation**

9.12.1. **Lump Sum Proposal -**

- 9.12.1.1. The District requests that Firm provide a lump sum fee (“**Fee**”) for the performance of the Services. In addition, Firm must submit a completed Proposal Price Form (attached to this RFQ/P as Attachment 3). The District anticipates that the term of the executed Form of Agreement will be for one (1) year, which may be renewed for two (2) additional one (1) year terms (“**Additional Term(s)**”) at the District’s discretion. The Firm may include a proposed increase in the Fee for any Additional Term(s) pursuant to Moody’s United States Consumer Price Index: Urban Consumer – Garbage and Trash Collection.
- 9.12.1.2. The Fee must be all inclusive and include all costs to the Firm to perform the Services, including: costs to bill the District; cost to prepare and maintain tonnage tracking reports; all insurance and other business related costs; labor; overhead; equipment; vehicles; disposal costs; permitting; commingled recyclables collection; cost to supply and deliver recycling carts and tubs; costs to supply and deliver solid-waste binds/dumpsters; costs to supply and delivery organics/compostable carts and tubs; set-up costs associated with the commencement of the services; provision of dedicated customer service liaison; all other costs to provide the Services.
- 9.12.1.3. Firm shall identify by line-item and cost at each Site: the number of bins and carts; the proposed frequency of waste removal (daily, bi-weekly, MWF, or weekly) for each type of waste (solid-waste, recyclables, and green waste); methods of sanitization; and the cost associated with each. Firms shall identify any other factor affecting the Fee, including cubic-yardage of waste removed.
- 9.12.1.4. The District reserves the right to adjust the Services at each Site, and/or ask for increased or decrease in the frequency and type of Services at each Site, which may affect the final pricing.
- 9.12.1.5. Firm shall also identify any credit(s) provided to the District for breaks in school service of over four (4) weekdays.
- 9.12.2. **Alternative Pricing** - Firms may – but are not required to – provide alternative pricing proposals for the performance of the Services (e.g., monthly invoicing based on tonnage collected and bins/carts utilized, a rebate program encouraging recycling and/or a reduction in the amount of materials transported to a landfill, etc.). Any Alternative Pricing shall not be in lieu of the requirement that Firm’s Response include a Fee, and Firm must provide an explanation regarding its belief that the Alternative Pricing is advantageous to the District.
- 9.12.3. **Reimbursables/Additional Costs** - Identify any additional fees, costs, expenses or reimbursable fees for which Firm would be seeking compensation, including reimbursable cost categories and hourly billing rates by position for additional services. Include any additional costs for off hour or on demand waste removal services and additional equipment at Sites.
- 9.12.4. **Fee Schedule and Sample Invoices** - Firm shall submit its fee schedule and sample invoices (monthly and summarized) with information regarding specified bin count and unit cost for each Site and indicate whether invoiced on a percentage of completion basis or hours performed for the given time period. Sample summarized invoices must indicate whether they are for **the Building Services Department Special Request, any special requests from the sites or for the scheduled contracted services**.
- 9.12.5. **Traffic**. Costs associated with traffic issues applicable to the proposed services;

- 9.12.6. **On-Call.** Fees for on-call options applicable to the proposed services;
- 9.12.7. **Roadway Damage.** Costs associated with Firm’s capacity to minimize damage to roadways, including utilizing vehicles that minimize wear to roadways;
- 9.12.8. **Escalation.** Whether rates proposed are subject to an escalation clause or remain fixed;
- 9.12.9. **Excess Waste.** Whether, and the extent to which, Firm assesses fees in the event that waste is packaged in bags next to waste receptacles, as opposed to being deposited in a waste receptacle;
- 9.12.10. **Green Waste.** Whether, and the extent to which, Firm will assess fees for green waste, as well as whether, and to the extent which, Firm will offer credits or other financial incentives to the District for green waste.

10. DISTRICT’S EVALUATION / SELECTION PROCESS

- 10.1. The District intends to select one (1) of the Firms that best meets the District’s needs to perform Services as described in this RFQ/P. From the Firms that provide Responses to the District, the District may, at its discretion, interview some or all of those Firms.
- 10.2. **Selection Process** - Firms will be evaluated and selected based on qualifications and demonstrated competence. Any award of a contract will be subject to the District’s Board’s approval. The District will award a contract to the Firm that demonstrates the best ability to provide the Services, or any part thereof, at the best value to the District based upon, without limitation, the following criteria:
 - 10.2.1.1. Past experience,
 - 10.2.1.2. Performance information (including knowledge of applicable industry practices, applicable law, and demonstrated understanding of how to perform the Services),
 - 10.2.1.3. Technical expertise,
 - 10.2.1.4. Team experience,
 - 10.2.1.5. Proximity of office(s),
 - 10.2.1.6. Approach to the Services,
 - 10.2.1.7. Resumes of proposed personnel,
 - 10.2.1.8. Fee and alternative pricing,
 - 10.2.1.9. Proposed revisions to the Form of Form of Agreement and
 - 10.2.1.10. Other relevant criteria.
- 10.3. **Interviews** - In the event Firm is asked to attend an interview, it is mandatory that the proposed primary contact and a principal of the Firm with the authority to enter into binding contracts with the District, attend the interview. The District is not responsible for any costs the Firm may incur in the preparation of the interview or selection process.

11. TERMS AND CONDITIONS

- 11.1. The District reserves the right to contract with any entity responding to this RFQ/P, to reject any Response as non-responsive, and not to contract with any Firm for the services described herein. The District makes no representation that participation in the RFQ/P process will lead to an award of contract or any consideration whatsoever. The District reserves the right to seek Responses from or to contract with any Firm not participating in this process. The District shall in no event be responsible for the cost of preparing any Response in response to this RFQ/P.
- 11.2. Responses will become the property of the District and subject to the California Public Records Act, Government Code sections 6250 et seq. Those elements in each response that are trade secrets as that

term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" may not be subject to disclosure. The District shall not be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. A Firm that indiscriminately identifies all or most of its response as exempt from disclosure without justification may be deemed non-responsive. In the event the District is required to defend an action on a Public Records Act request for any of the contents of a response marked "Confidential," "Proprietary," or "Trade Secret," the Firm agrees, by submission of its Response for the District's consideration, to defend and indemnify the District from all costs and expenses, including attorneys' fees, in any action or liability arising under the Public Records Act.

- 11.3. Firms should note that the execution of any contract pursuant to this RFQ/P is dependent upon the successful negotiation of terms and fees as well as approval by the District's governing Board.
- 11.4. The selected Firm(s) and each of its (their) sub-consultants and/or co-venture partners, shall comply with all applicable federal and California laws, including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, Executive Orders 11246, 11375, and 12086, the California Fair Employment and Housing Act beginning with Government Code section 12900, Labor Code section 1735, and any other applicable federal and state laws and regulations hereinafter enacted, including the Federal Americans with Disabilities Act (ADA). Firms shall be responsible for establishing and implementing an ADA program within the Firm's workplace. Firms shall not discriminate against any prospective or active employee based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The selected respondent shall cause the above provisions to be inserted in all subcontracts for any work covered by this RFQ/P so that such provisions will be binding upon each sub-consultant.
- 11.5. Prior to contract execution, proof of all insurances at the levels specified in the specific contract will be required.

Attachment 1
Form of Agreement

Current Service Level for DISTRICT					
School	Site Address		Solid Waste 3 Yard		Recycle Bin Count. For Proposals Purposes. ___Yard
			0	0	0
			0	0	0
			0	0	0
			0	0	0
Total bin count					
		1. Solid Waste Unit Rate:		↓	↓
		81 X			
		Total cost per month for solid waste:			
		2. Recycle Unit Rate:			___ X \$ ___
		Total cost per month for Recycle:			

ESTIMATED SERVICE LEVEL FOR ORGANIC WASTE

The Firm will provide the following waste disposal and management services in the counts described below, at the school sites described below, for the **Organic Food Waste** pickup for 52 weeks per year:

Nutrition Services: Cafeteria Locations and Central Kitchen							Recycle Bin Count. For Proposal Purposes.
School	Site Address	City	Organic Food Waste	Pickup			Recycle Cart
			35 gallon cart w lid	Per Week	Per Week	Per Week	
Hollingworth	3033 E. Hollingworth	West Covina	1	1	2	3	
Giano School	3223 Giano	West Covina	1	1	2	3	
Food Center	4032 S. Ellesford	West Covina	1	1	2	3	
Alvarado School	1901 S. Desire	Rowland Heights	1	1	2	3	
Blandford School	2601 Blandford	Rowland Heights	1	1	2	3	
Telesis School	28 E. Hollingworth	West Covina	1	1	2	3	
Jellick School	1400 Jellick	Rowland Heights	1	1	2	3	
Killian School	19100 E. Killian	Rowland Heights	1	1	2	3	
Rowland School	2036 Fullerton	Rowland Heights	1	1	2	3	
Rowland High School	2000 S. Otterbein	Rowland Heights	1	1	2	3	
Santana High School	341 S. La Seda Rd.	La Puente	1	1	2	3	
Shelyn School	19500 E. Nacora	Rowland Heights	1	1	2	3	
Community Day School	1928 Nogales	Rowland Heights	1	1	2	3	
Hurley School	535 Dora Guzman	La Puente	1	1	2	3	
Nogales High School	401 S. Nogales	La Puente	1	1	2	3	
Northam School	17800 E. Renault	La Puente	1	1	2	3	
Rorimer School	18750 E. Rorimer	La Puente	1	1	2	3	
Yorbita School	520 S. Vidalia	La Puente	1	1	2	3	
Villa Corta School	17800 Villa Corta	La Puente	1	1	2	3	
Oswalt School	19501 Shadow Oak	Walnut	1	1	2	3	
Ybarra School	1300 Brea Cyn Cut-Off	Walnut	1	1	2	3	
		Total Carts	21				
		Organic Waste					
		35 Gallon Cart					Recycle Bin Count. For Proposals Purposes. 21 Carts
							0
	Total bin count	21	21				xx
	1. Organic Waste Unit Rate:						
	X						

	Total cost per month for organic waste:					
	2. Recycle Unit Rate:	X \$ _____				
	Total cost per month for Recycle of Organic Waste:					

ATTACHMENT 3
PROPOSAL PRICE FORM

PROPOSAL PRICE FORM

To: Governing Board of Rowland Unified School District.

From: _____
(Proper Name of Firm)

The undersigned (“Proposer”) declares that it has read the Request for Statements of Qualifications & Request for Proposals **for Waste Management and Recycling Services**, and all attachments thereto, and agrees to submit Proposal to furnish all necessary labor, materials, and equipment to perform and furnish all services in accordance with the terms and conditions of the RFQ prices must be submitted below.

The District estimates that it will need the services described in Attachment 1 and Attachment 2 of the RFQ/P. Accordingly, this form requests:

- (1) A base price for the Current Service Level,
- (2) A price for service changes from the Current Service Level, to be priced per unit utilized below for the relevant field (“Unit”), and
- (3) A price percentage monthly credit against Compensation for Service during school breaks exceeding four (4) weekdays,
- (4) If your Firm intends to submit a Proposal a different pricing structure – based on hourly rates, for example – please provide details of that with this Proposal Form.

The District expects Firms to utilize this Proposal Price Form. Supplemental pages may be included in the Firm’s response, as deemed necessary, to clarify or support the information provided.

Part One: Base Proposal		
Services	District-Wide	N/A
1. Solid Waste Cost Per Month	\$	\$
2. Organic Waste Per Month (pickup 1/week)	\$	\$
3. Recycle Cost Per Month	\$	\$
(1+2+3) Monthly Subtotal	(BOX A) \$	(BOX B) \$
Monthly Subtotal Multiply By 12	X 12	X 12
Annual Total	(BOX C) \$	(BOX D) \$

District Total Per Year (Box C + D)	(\$ _____)
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PROPOSAL PRICE FORM CONTINUED

Part Two: Services Different from Current Service Level (Additional Service)						
BUILDING SERVICES						
	<i>Mixed Debris</i>		<i>Inert Waste</i>		<i>General Debris Green Waste</i>	
Unit	40 Yard		Low Boy		40 Yard	
Price Per Unit	\$		\$		\$	
[ADDITIONAL SERVICES FOR SPECIFIC DEPARTMENTS, IF NEEDED]						
	<i>Solid Waste</i>		<i>Organic Waste</i>		<i>Recycle</i>	<i>Green Waste</i>
Unit	xx Yard	xx Yard	xx Yard	xx Yards	xx Yard	xx Yards
Price Per Unit	\$	\$	\$	\$	\$	\$
Note: Firm shall provide frequent changing or cleansing of bins at sites.						
Part Three: Credit Towards Monthly Rate During School Breaks						
<i>Service Description</i>				<i>Credit Proposed, either as a dollar amount or as a percentage of Compensation for Service, to be prorated monthly.</i>		
Credit against Compensation proposed in Part One, during school breaks exceeding four (4) weekdays.				\$ _____ Or _____ %		
Note: Calculate credit based on the following District closures: Spring Break, Holiday Breaks, i.e., Thanksgiving, Christmas and Summer Months. For reference purposes, during Summer months, and week-long breaks/recess the minimum service of once per week is anticipated by the District. (See Attached District Instructional Calendar)						

PROPOSAL PRICE FORM CONTINUED

Building Services Department			
	Mixed Debris	Inert Waste	<i>General Debris Green Waste</i>
Unit	40 Yard	Low Boy	40 Yard
Price per unit	\$	\$	\$

[OTHER DEPARTMENTS, IF NEEDED]			
	Solid Waste	Recycle	Green Waste
Unit	xx Yard	xx Yard	xx Yard
Price per unit	\$	\$	

1. District agrees to pay the Firm for Services satisfactorily rendered for the Building Services Department pursuant to the unit prices in the table above a total fee not to exceed _____ (\$____) **per month** (“Compensation”), as adjusted by the District’s issuance of written instructions to the Firm to increase service levels or reduce service levels as described herein.
2. District agrees to pay the Firm for Services satisfactorily rendered for **Building Services** pursuant to the unit prices in the table above a total fee not to exceed _____ (\$____) **per month** (“Compensation”), as adjusted by the District’s issuance of written instructions to the Firm to increase service levels or reduce service levels as described herein.

Note: Service for the Building Services Department must meet the following requirements: the Firm shall provide frequent changing or cleansing of bins at sites, regular statements of “white” recycle bins indicating discount and pounds collected notifications, and respond to District inquiries within 24 hours; and the Firm shall invoice the Building Services Department separately.

Note: Service for all other departments must meet the following requirements: the Firm shall invoice the District separately from the Building Services Department; and the Firm shall respond to District inquiries within 24 hours.