



**ROWLAND UNIFIED SCHOOL DISTRICT**  
**1830 S. Nogales Street, Rowland Heights, CA 91748**

**Bid Number 2018/19:R3**  
**District-Wide Trash Pickup &**  
**Disposal**

Mandatory Bidders Conference: September 25, 2018 2:00 PM Sharp!  
1830 S. Nogales St.  
Rowland Hgts. CA 91748

Bid Submittal and Opening Date: October 16, 2018  
1830 S. Nogales St. **10:00 AM Sharp!**  
Rowland Hgts. CA 91748

**ROWLAND UNIFIED SCHOOL DISTRICT**  
**BIDDERS PACKAGE**  
**Bid Number - 2018/19:R3**  
**District Wide Trash Pickup & Disposal**

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*\*Documents must be submitted at time of bid.*

## **SCOPE OF WORK**

The Owner is seeking proposals from waste disposal service providers for services which shall consist of the regular pickup from school sites and other locations of the Rowland Unified School District (HSD), and dispose all rubbish, debris, and non-combustible, which have been placed in the containers furnished by the service provider at the various District locations. The company awarded the bid will not sub-contract the services to another provider.

### **Safety**

Before entering the property of the District, especially at any school where children may be present, the driver shall at no time exceed five (5) miles per hour. The greatest care shall be exercised in guarding the safety of children and District staff. If it is necessary to back up onto school grounds, a second person must be used to clear way. The Service Provider's vehicle/truck operators shall avoid driving on school grounds at recess or lunch periods.

### **Performance**

If the Service Provider fails to make a scheduled pickup, the District shall deduct the fees associated with the missed pickup from the monthly invoices. When waste accumulates because of missed pickups, the Service Provider shall pick up all trash stored in the vicinity of the supplied bins if the trash has been placed in plastic bags, or otherwise contained.

A performance review will be conducted on a biannual basis with the Purchasing Director. If in the opinion of the District, the Service Provider fails to perform satisfactorily or fails to furnish safe and satisfactory equipment, or otherwise fails to comply with the terms of this contract, the District may without further notice or demand, make arrangements for the work, or any part thereof, performed elsewhere, hold the Service Provider responsible and liable for damage(s) which may be sustained by the District thereby or on account of the failure or neglect of said Service Provider in performing any of the terms and conditions of this contract. The District may cancel this contract at any time with thirty (30)-day written notice to the Service Provider.

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Bidder's Initials

### **Contract Period and Optional Renewal**

The period of the Contract shall be from November 9, 2018, through June 30, 2019. The Contract may be renewed for one-year periods, not to exceed four (4) additional years, if mutually agreed to by the Service Provider and the District, in accordance with provisions contained in Education Code Section 17596; and subject to performance reviews made by the District.

In the event the Service Provider elects not to extend on the anniversary date, the Service Provider must notify the Purchasing Director of its intention in writing **90 days** prior to the anniversary date, via e-mail at [rmcleod@rowlandschools.org](mailto:rmcleod@rowlandschools.org).

The Contract price must include all fees. Quoted prices must stay in effect for one (1) year after award of bid. A maximum price increase not to exceed the average percentage of the Consumer Price Index (CPI) for Los Angeles, may be negotiated each renewal period, but **may never exceed more than 3%**. In the event of a general price decrease, the District reserves the right to revoke the bid award unless the decrease is passed on to the District.

### **New Locations**

If at any time during the contract period the District requires additional containers at an existing location or requires services to begin at a new location not listed herein, the Service Provider shall furnish the required services upon written notice by the District. Costs of such additional or new services shall be at the rates set forth in the contract. The District further reserves the right to decrease the number of locations to be serviced upon notification.

### **Pickup Schedule**

Pickup will be required daily (Monday through Friday and some sites will require Saturday pick-up) throughout the year, for most sites.

This schedule may be amended to reflect changes in the District requirements and will become part of the agreement for this service. The service schedule represents approximate needs and the District reserves the right to change container size or frequency or pick-ups according to its needs. Fees for services shall be adjusted to reflect changes in container size or frequency or pick-ups.

During the holiday recesses (i.e. Christmas and Spring Break) and the summer months, a school site may generate considerably less waste; therefore, the District shall adjust frequencies of pick-ups

Pick-up hours shall not be made outside the hour ordinance established by the City of Rowland Heights, City of La Puente, City of Walnut and City of West Covina. The Service Provider shall establish a regular schedule for site collection so the collection will occur at the same time on the same day in every subsequent week.

### **Handling Containers**

The Service Provider shall use due care to prevent solid waste, organic waste, recyclables, yard waste and other compostable from being spilled or scattered during the collection or transportation process. If any solid waste, organic waste, recyclables, yard waste and other compostable are spilled during collection the Service Provider shall promptly clean up the spilled materials.

### **Containers**

Service Provider shall furnish each location a sufficient number of approved, new or like-new containers as determined by the District pursuant to the quantities listed in this bid proposal yet the District may increase or reduce quantities during the contract term.

Containers shall be non-combustible, water tight, covered, with metal lids, and mounted on wheels. The Service Provider shall keep the containers painted and in good repair; and kept in a clean and sanitary manner at all times.

Service Provider shall clean, repair and paint containers at least once every year during the contract period.

During the period of the Contract, the Service Provider shall upon notification by the District, remove, repair, and/or replace any container that fail to meet the above requirements.

### **Permits and Licenses**

Permits and licenses necessary for the execution of work shall be secured and paid for by the Service Provider. The Service Provider will secure and pay for all necessary licenses fees, permits, taxes, and fees which are legally required by the city, county, state and federal governments or agencies for the performance of solid, organic, and electronic, recycling, waste removal for the District. Specifically, the Service Provider shall observe and comply with the Department of Health Services, CAL/OSHA, South Coast Air Quality Management District, State and Federal Environmental Regulations, California Department of Resources Recycling and Recovery, Fire Codes and other applicable laws, ordinances and regulations in their operations including but not limited to handling, storing, processing, recycling, transporting and the disposal of refuse.

**The Bidder must include with their proposal copies of all hauling, transfer facilities, and landfills licenses and permits. No Proposal will be considered from a Bidder who, at the time the Proposals are opened, is not licensed or has the proper permits to perform the work of the contract documents.**

### **Additional Fees**

All costs incurred by the Service Provider for disposal of the waste will be the responsibility of the Service Provider and paid by the Service Provider. The District will not be liable for any fees associated with disposal.

### **Trucks and Equipment**

The Service Provider shall maintain sufficient trash hauling equipment to provide uninterrupted service according to the pickup schedule in Appendix A, including access to alternate pieces of equipment in case of breakdown. Service Provider shall be responsible for any damage to District property caused by equipment.

It is clearly understood and agreed that the Service Provider shall be held liable for any damage caused by the Service Provider's drivers to any property owned by the District, and further agrees to notify Rosana McLeod, Director of Purchasing, in writing no later than 24-hours upon the incident occurring, at [rmcleod@rowlandschools.org](mailto:rmcleod@rowlandschools.org).

The Service Provider's service vehicles shall be equipped with a backup warning device that should sound when the vehicle is backing up.

Trucks that will be used for this service shall be available for inspection, if requested by an authorized representative of the Rowland Unified School District, and shall be subject to approval by the same. Each truck must be clearly identified on the exterior of the driver's door with the company name and number of the truck.

### **Employees**

All Service Provider employees must be acceptable to the District. Dissatisfaction with the work or the actions of any employee of

the Service Provider performing work under this contract shall be sufficient cause for removal of the said employee from the work or for cancellation of the contract.

Each driver employed by the Service Provider shall have in his possession while driving on the District property, a valid Class California Driver's license.

Drivers employed by the Service Provider shall carry a visible form of identification at all times while on District grounds (I.D. badge and shirt with company logo).

**Invoices**

Terms are Net 30 days. Monthly invoices must be sent to the Rowland Unified School District's Accounts Payable Department, 1830 S. Nogales Street, Rowland Heights, CA 91748, providing the following information:

- Invoice Number
- Billing period
- Size of the dumpsters
- Number of dumpsters per size
- Number of trash pick-ups per week, per dumpster, per site, see example below:

Include a sample of your monthly invoice with the proposal.

**Security**

The awarded Service Provider will be issued a set of keys and/or gate clickers to open gates and gain access to the District grounds. The keys must not be duplicated and the Service Provider is responsible for returning the keys and/or gate clickers to the District at the completion of the contract. The Service Provider will be charged five thousand dollars (\$5,000.00) per set of keys and/or gate clickers that are not returned to the District at the completion of the contract.

No site gate shall be left opened or unlocked upon servicing a site location the driver must secure the site gates.

**Insurance Provided By Contractor**

Pursuant to the terms of this RFP, the Service Provider shall provide and maintain the following insurance coverage amounts as set forth below:

Workers Compensation Insurance In accordance with limits established by law.	
Employers Liability Insurance:	\$1,000,000
Commercial General Liability Insurance Per Occurrence	\$2,000,000
Aggregate	\$5,000,000
Automobile Liability Insurance	\$1,000,000

## **Document Submittals**

One (1) hard copy of the proposal and one (1) digital copy on a USB Flash drive, the proposal shall be submitted in a three ring binder. Do not submit a proposal in a spiral binder or comb binding. All RFP packages, hard or electronic copy, will bear on the outside of the sealed envelope, the name of the bidder, address telephone number, the Owner's name, RFP number and RFP title.

## **Solid Waste and Recycling Disposal**

See Appendix A

## **INSTRUCTIONS TO BIDDERS**

Each bidder shall review and comply with all bidding instructions and requirements set forth in RFP No. 2018/2019:R3. All blanks in the Proposal Form must be appropriately filled in, and all proposed prices must be stated clearly and legibly in both words and numerals where so indicated in the proposal form; conflicts between a number stated in words and in written figures, are governed by the words, except where the figures represent an express, correctly calculated sum. If not bidding on a line item, Bidder must clearly write "No Bid," otherwise bid may be deemed non-responsive to bid documents. All proposals must be signed by the bidder in permanent ink and submitted in sealed envelopes, bearing on the outside, the detail information stipulated under the article title "Document Submittals."

The Owner reserves the right to reject any proposal if all of the above information is not furnished. It is each bidder's sole responsibility to ensure its proposal is timely delivered and received at the location designated as specified above. Any proposal received at the designated location after the scheduled closing time for receipt of proposals shall be returned to the bidder unopened.

## **Signature**

The proposal form, all bonds, the Service Provider's Certificates, the Agreement, and all Guarantees must be signed in permanent ink in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the proposal.

If the bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from the President, and one from the Secretary or Assistant Secretary. Alternatively, the signature of other authorized officers or agents may be affixed, if a certified copy of the resolution of the corporate board of directors authorizing them to do so is provided to the Owner. Such documents shall include the title of such signatories under the signature and shall bear the corporate seal.

If the bidder is a partnership, the true name of the firm shall first be set forth, together with the names of all persons comprising the partnership or co-partnership. The proposal must be signed by all partners comprising the partnership unless proof in the form of a certified copy of a statement of partnership acknowledging the signer to be a general partner is presented to the Owner, in which case the general partner may sign.

Proposals submitted by individuals must be signed by the bidder unless an up to date power-of-attorney is on file in the Owner office, in which case, said person may sign for the individual.

The above rules also apply in the case of the use of a fictitious firm name. In addition, however, where a fictitious name is used, it must be so indicated in the signature.

## **Modifications**

Changes in or additions to the proposal form, recapitulations of the work bid upon, alternative proposals or any other modification of the proposal form which is not specifically called for in the Proposal Documents may result in the Owner's rejection of the proposal as not being responsive to the RFP's bidding documents. **No oral or telephonic modification of any Proposal submitted will be considered.**

## **Erasures, Inconsistent or Illegible Bids**

The proposal submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by affixing in the margin immediately opposite the correction the signature or signatures of the person or persons signing the proposal. In the event that the Owner determines that any proposal is unintelligible, inconsistent, or ambiguous, the Owner may reject such proposal as not being responsive to the RFP's bidding documents.

## **Examination of Site and Contract Documents**

Each bidder may visit the sites and become fully acquainted with the conditions relating to this service request so that the facilities, difficulties, and restrictions attending the execution of the work under the Contract are fully understood. Bidders shall thoroughly examine and be familiar with the documents and requirements that are attached to and/or contained in the Request for Proposal

bidding documents issued to bidders. The failure or omission of any bidder to receive or examine any Contract Documents, Special Conditions, form, instrument, addendum, or other document or to visit the site and become acquainted with conditions there existing, shall not relieve any bidder from obligations with respect to the proposal or to the contract. The submission of a proposal shall be taken as prima facie evidence of compliance with this section. Bidders shall not, at any time after submission of the bid, dispute, complain, or assert that there were any misunderstandings with regard to the nature or amount of work to be done. District's Right to Modify Contract Documents.

Before the scheduled closing time for receipt of the Proposals, the District may modify the Work, the Contract Documents, or any portion(s) thereof by the issuance of written addenda disseminated to all Bidders who have attended the mandatory Pre-bidder's conference and/or job walk. If the District issues any addenda, the failure of any Bidder to acknowledge such addenda in its Proposal may render the Proposal non-responsive.

#### **Withdrawal of Bids**

Any proposal may be withdrawn, either personally or by written request, at any time prior to the scheduled closing time for receipt of proposals. The bid security for proposals withdrawn prior to the scheduled closing time for receipt of proposals, in accordance with this paragraph, shall be returned upon demand therefor.

No bidder may withdraw any proposal for a period of ninety (90) calendar days after the date set for the opening of proposals.

#### **Contract, Bonds, and Insurance**

The Contract form which the successful bidder, as the Service Provider, will be required to execute, and the forms and amounts of surety bond and insurance endorsement requirements which will be required to be furnished at the time of execution of the Contract, are included in the proposal documents and should be carefully examined by the bidder.

#### **Hold Harmless Clause**

The contractor shall hold harmless and indemnify the District and the Board of Education, its officers and employees from every claim or demand which may be made by reason of (a) any injury to person or property sustained by any person, firm or corporation caused by any act, neglect, default or omission of the contractor or any product furnished by the contractor or of any person, firm, or corporation directly or indirectly employed by him upon or connection with his performance under the contract, and (b) any liability that may arise from the furnishing or use of any copyrighted or uncopyrighted composition, secret process or patented or unpatented invention under this contract. The contractor at his own expense and risk shall defend any legal proceeding that may be brought against the District or the Board on any such claim or demand and satisfy any judgment that may be rendered against the District or the Board therein.

#### **Protest Procedure**

Any bidder may file a bid protest. The protest shall be filed in writing with the Owner's Purchasing Director not less than three (3) working days after the date of the bid opening. An e-mail address shall be provided and, by filing the protest, protesting bidder consents to receipt of e-mail notices for purposes of the Protest and Protest related questions and Protest Appeal, if applicable. The protest shall specify the reasons and facts upon which the protest is based.

a. Resolution of Bid Controversy: Once the bid protest is received, the apparent lowest responsible bidder will be notified of the protest and the evidence presented. If appropriate, the apparent low bidder will be given an opportunity to rebut the evidence and present evidence that the apparent low bidder should be allowed to perform the Work. If deemed appropriate by the Owner, an informal hearing will be held. Owner will issue a written decision within fifteen (15) days of receipt of the protest unless factors beyond the Owner's reasonable control prevent such resolution. The Decision on the Bid Protest will be copied to all parties involved in the protest.

b. Finality. The decision made by the District concerning the Proposal controversy will be final and not subject to any further Appeals.

c. Failure to comply with this Bid Protest Procedure shall constitute a waiver of the right to protest and shall constitute a failure to exhaust the protesting bidder's administrative remedies

#### **Bid Security Return**

The Bid Security of three or more low Bidders, the number being solely at the discretion of the District, will be held by the District for ten (10) days after the period for which Proposals must be held open or until posting by the successful Bidder(s) of the bonds, certificates of insurance required and return of executed copies of the Agreement, whichever first occurs, at which time the Bid Security will be returned to them.

#### **Forfeiture of Bid Security**

If the Bidder awarded the Contract fails or refuses to execute the Agreement within five (5) days from the date of receiving notification that it is the Bidder to whom the Contract has been awarded, the District may declare the Bidder's Bid Security forfeited as damages caused by the failure of the Bidder to enter into the Contract and may thereupon award the Contract for the Work to the responsive Bidder submitting the next responsive Bid Proposal or may call for new bids, in District's sole and exclusive discretion.

### **Service Provider's License**

To perform the work required by this notice, the **Service Provider must possess the necessary License and Permits as specified in the bid proposal documents, and the Service Provider must maintain the licensed throughout the duration of the contract.** If, at the time of bid, bidder is not licensed to perform the Project in accordance with Division 3, Chapter 9, of the Business and Professions Code for the State of California and the Notice to Service Providers calling for proposals, such bid will not be considered and the Service Provider will forfeit its bid security to the Owner.

### **Workers' Compensation**

In accordance with the provisions of Labor Code Section 3700, the successful bidder as the Service Provider shall secure payment of compensation to all employees. The Service Provider shall sign and file with the Owner the following certificate prior to performing the work under this contract: "I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract." The form of such certificate is included as a part of the RFP Package.

**Drug-Free Workplace Certificate.** In accordance with California Government Code §§8350 et seq., the Drug-Free Workplace Act of 1990, the successful Bidder will be required to execute a Drug-Free Workplace Certificate concurrently with the execution of the Agreement. The successful Bidder will be required to implement and take the affirmative measures outlined in such provisions. Failure of the successful Bidder to comply with the measures outlined in such provisions may result in penalties, including without limitation, the termination of the Agreement, the suspension of any payment of the Contract Price otherwise due under the Contract Documents and/or debarment of the successful Bidder.

### **Disqualification of Bidders and Proposals**

More than one proposal for the same work from any individual, firm, partnership, corporation, or association under the same or different names will not be accepted; and reasonable grounds for believing that any bidder is interested in more than one proposal for the work will be cause for rejecting all proposals in which such bidder is interested and the bidder will forfeit their bid security to the Owner.

### **Non-Collusion Declaration**

Public Contract Code Section 7106 requires bidders to submit the declaration of non-collusion with their bids. This form is included with the RFP documents and must be signed and dated by the bidder under penalty of perjury.

### **Addenda**

Clarification or any other notice of a change in the Bidding Documents will be issued only by the Owner office of Rowland Unified School District and only in the form of a written Addendum, transmitted via e-mail, and posted on the District's website at [www.rowlandschools.org](http://www.rowlandschools.org) or available for pick up to all who are known by the issuing office to have attended the mandatory Pre-Bidder's Conference. Any other purported Addenda are void and unenforceable. Bidder is responsible for ascertaining the disposition of all Addenda issued regardless of Owner notification and to acknowledge all Addenda in the submitted sealed bid prior to the bid opening. Each Addendum will be numbered, dated, and identified with the Project number. Oral statements or any instructions in any form, other than Addendum as described above, shall be void and unenforceable. Any Addendum issued by the Owner and not noted as being acknowledged by the bidder as required in the Proposal Form may result in the proposal being deemed non-responsive.

### **Award of Contract**

The Contract for the work, if awarded, will be by the action of the District's Board of Education to the Bidder that meets the qualifications established by the RFP documents, see Article Title "Proposal Evaluation Criteria." The Owner reserves the right to make an award, multiple awards, reject any or all bid proposals, or to waive any irregularities or informalities in any proposal or in the bidding. In the event, an award is made to a bidder, and such bidder fails or refuses to execute the Contract and provide the required documents within five (5) calendar days after award of the Contract to the bidder, the Owner may award the Contract to the next responsive bidder or release all bidders.

Note: the Rowland Unified School District is not subject to any City's exclusive franchise for trash hauling services. The District is permitted to contract with other Companies pursuant to legal authority [Public Resources Code Section 40059(a)(2)] or any

other legal code that may prohibit the District contract for waste services without competitive bids.

**Debarment**

Bidder may also be subject to debarment, in addition to seeking remedies for False Claims under Government Code section 12650 et seq. and Penal Code section 72, if the Board or the Board may designate a hearing officer who, in his or her discretion, finds the Service Provider has done any of the following:

- a. Intentionally or with reckless disregard, violated any term of a contract with the District
- b. Committed an act or omission which reflects on the Service Provider's quality, fitness or capacity to perform work for the District;
- c. Committed an act or offense which indicates a lack of business integrity or business honesty; or,
- d. Made or submitted a false claim against the District or any other public entity (See Government Code section 12650 et seq., and Penal Code section 72

**Public Records**

All documents included in the Proposals become the exclusive property of the District upon submittal to the District. All Proposals and other documents submitted in response to the Notice Inviting Request for Proposals become a matter of public record, except for information contained in such Proposals deemed to be Trade Secrets (as defined in California Civil Code §3426.1). A Bidder that indiscriminately marks all or most of its Proposal as exempt from disclosure as a public record, whether by the notations of "Trade Secret," "Confidential," "Proprietary," or otherwise, may render the Proposal non-responsive and rejected. The District is not liable or responsible for the disclosure of such records, including those exempt from disclosure if disclosure is deemed required by law, by an order of Court, or which occurs through inadvertence, mistake or negligence on the part of the District or its officers, employees or agents. At such time as Proposals are deemed a matter of public record, pursuant to the above, any Bidder or other party shall be afforded access for inspection and/or copying of such Proposals, by request made to the District in conformity with the California Access to Public Records Act, California Government Code §§6250, et. seq.

## **PROPOSAL PACKAGE REQUIREMENTS**

The original and copies of the proposal shall be submitted in a three-ring loose-leaf binder, if proposals are submitted in any other type of binding (i.e. spiral), the District reserves the right to reject the proposal as non-responsive to the RFP documents. Proposals should be divided by tab sections in accordance with the items listed below. To receive the highest consideration by the Owner, it is desired that each bidder provides the below information in their RFP response Responses should be limited to thirty-five (35) pages (not including the table of contents, cover letter, or etc.) and must include the following:

- A. **Cover Letter** - A maximum of two (2) pages, dated Introductory Letter must be submitted including the legal name of the respondent's address, telephone and fax numbers, e-mail and the name, title, and signature of the person(s) authorized to submit the proposal on behalf of the firm, stating the interest and qualifications in providing the services as outlined in the RFP.
- B. **Table of Contents** - A Table of Contents of the material contained in the proposal should follow the Cover Letter. It should include titles and page numbers.
- C. **Executive Summary** - The Executive Summary should contain an outline of your general business approach along with a brief summary of your qualifications to perform the work requested in this RFP.
- D. **Narrative** - Provide a comprehensive narrative of approach to trash, The Narrative may include the following:
  - **Experience** - Describe your experience with public and private educational institutes. Also, include a brief history of the company, expertise, length of time performing services and location of California offices.
  - **Recycling Programs** - Describe experience with recycling programs and implementation for organic waste, e-waste, and hazardous waste. Also include recycling programs at public schools for plastic, cans, mixed paper, cardboard, and newspaper. Did any of the recycling programs include credits to the District?
  - **Outreach Programs** - Describe if any, the launching of a recycling program at an elementary, middle school, or high school? If yes, did you provide the school site with recycling receptacles (i.e. cans, plastic, and paper) at no charge to the schools? If, not what community outreach programs have been a participant?
  - **Containers** - Provide a list of proposed containers and include container specifications.
  - **Financial Capacity** - Provide a statement of the company's financial capacity and capability to perform the terms of this solicitation request.
- E. **Personnel** - Provide a list of executives, account managers, and key employees to contact for this proposal and describe their qualifications and experience with work of a similar size and scope. Include a flow chart with contact name, title, phone number, and e-mail address.
- F. **Disposal/Transfer/Landfill Facilities** - Include all of the following:
  - Describe all facilities used to dispose of waste/debris/recycling/hazardous materials and include the location's address.
  - Describe any unique aspect of these facilities that promote environmental benefits and energy efficiencies.

To receive the highest consideration by the Owner, it is desired that each bidder provides the following information in their RFP response:

- 1) **List of References** - Bidder will include a minimum of 5 client references. References should be listed in the following format (facts are examples only):

Reference #1

Organization's Name	
Telephone Number	
Address	
Point of Contact	
Type of Contract	
Contract Term (From - To)	
Contract Amount	\$

Reference #2

Organization's Name	
Telephone Number	
Address	
Point of Contact	
Type of Contract	
Contract Term (From - To)	
Contract Amount	\$

Reference #3

Organization's Name	
Telephone Number	
Address	
Point of Contact	
Type of Contract	
Contract Term (From - To)	
Contract Amount	\$

Reference #4

Organization's Name	
Telephone Number	
Address	
Point of Contact	
Type of Contract	

Contract Term (From - To)	
Contract Amount	\$

Reference #5

Organization's Name	
Telephone Number	
Address	
Point of Contact	
Type of Contract	
Contract Term (From - To)	
Contract Amount	\$

Failure to furnish the references in the complete format required may cause your proposal to be rejected as non-responsive.

- 2) **Bidder Qualifications** - Bidder will provide in their bid package sufficient documentation that demonstrates the bidder's ability to provide the services as requested in this RFP.
- 3) **Implementation Plan** - Bidder will provide an implementation plan (strategic planning process), that details; the implementation and/or transition (including a schedule), and Contact Information for the Service Managers that will be responsible for this project.
- 4) **Added Value Elements** - Bidder will describe any services that add value to the standard service offering, that may include but are not limited to, value-added services, third-party value-added service providers, community outreach support, recycling programs and etc.
- 5) **Licenses and Permits** - Include all copies of licenses and permits that are necessary to perform the work called for in this request for proposal.

Proposal Evaluation Criteria

Written proposals will be initially screened for completeness. Proposals that are not materially complete, in the District's discretion, will not be evaluated further. Bidders who are not actively engaged in providing services of the nature proposed in this RFP and/or who cannot clearly demonstrate to the satisfaction of the District their ability to satisfactorily provide the services in accordance with the RFP requirements will not be considered any further. The remaining proposals will be evaluated using the following criteria, and weighted in the order listed in its relative importance, maximum total points is 100:

- 1) **Price (0-30 points)** - The price of the services will be the highest weighted factor.
- 2) **Qualifications (0-25 points)** - The Owner will evaluate the prospective bidder's qualifications based on, but not limited to, expertise, service coverage, license, and permits.
- 3) **Experience (0-20 points)**- The Owner will evaluate prospective bidder's experience based on, but not limited to, the bidder's ability to successfully provide the requested service, prior history with the Owner. This may generate a positive or negative result. A neutral finding will provide all bidders the same score.
- 4) **Value Added Elements (0-10 points)** - As it relates to any additional benefits that add value to the standard service offering.
- 5) **Accuracy of Bid Response (0-10 points)**- The Owner will evaluate the prospective bidder's bid response for, but not limited to, completeness of bid package, amendments and/or exceptions to the requested Service.
- 6) **Implementation Plan (0-5 points)** - As it relates to the strategic planning process for the requested services.

**BID PROPOSAL FORM**

TO: ROWLAND UNIFIED SCHOOL DISTRICT, a California School District, acting by and through its Board of Education ("District"), 1830 S. Nogales Street, Rowland Heights, CA 91748.

FROM:

\_\_\_\_\_

(Name of Bidder as listed on License)

\_\_\_\_\_

(Address)

\_\_\_\_\_

(City, State, Zip Code)

\_\_\_\_\_

(Telephone)

\_\_\_\_\_

(Fax)

\_\_\_\_\_

(Name(s) of Bidder's Authorized Representative(s) & Title)

**Bid Proposal Amount**

Pursuant to and in compliance with the Notice Inviting Request for Proposals, and all the other documents relating thereto, the undersigned Bidder, having reviewed the Request for Proposal Documents and all other Contract Documents and upon compliance with all requirements therein with reference to the submittal of this Proposal, hereby proposes and agrees to perform the Contract including, without limitation, all of its component parts; to perform everything required to be performed; to provide and furnish any and all of the labor, materials, tools, equipment, applicable taxes, licenses, permits, and services necessary to perform the Work of the Contract in strict compliance with the Contract Documents and complete in a workmanlike manner all of the Work required for the Project described as:

**RFP No. 2018/2019:R3 District-Wide Trash Pickup & Disposal**

**SCHEDULE 1 - See Appendix A.**

School Name	Service Location	City	Bins	Container	Service Level	\$ Base \$	\$Monthly
Hollingworth	3033 E. Hollingworth	West Covina	2	3 Yard	5 times per week		
Giano School	3223 Giano	West Covina	4	3 Yard	5 times per week		
Food Center	4032 S. Ellesford	West Covina	3	3 Yard	5 times per week		
Alvarado School	1901 S. Desire	Rowland Heights	5	3 Yard	5 times per week		
Blandford School	2601 Blandford	Rowland Heights	2	3 Yard	5 times per week		
Telesis School	28 E. Hollingworth	West Covina	3	3 Yard	5 times per week		
Jellick School	1400 Jellick	Rowland Heights	2	3 Yard	5 times per week		
Killian School	19100 E. Killian	Rowland Heights	2	3 Yard	5 times per week		
Rowland School	2036 Fullerton	Rowland Heights	2	3 Yard	5 times per week		
Old Transportation Yard	2036 Fullerton	Rowland Heights	5	R/O	On-Call		
Rowland High School	2000 S. Otterbein	Rowland Heights	1	3 Yard	5 times per week		
Santana High School	341 S. La Seda Rd.	La Puente	2	3 Yard	5 times per week		

Shelyn School	19500 E. Nacora	Rowland Heights	2	3 Yard	5 times per week		
Building Services	1018 Otterbein	Rowland Heights	1	3 Yard	5 times per week		
Transportation	1010 Otterbein	Rowland Heights	1	3 Yard	5 times per week		
District Office	1830 Nogales	Rowland Heights	2	3 Yard	5 times per week		
Community Day School	1928 Nogales	Rowland Heights	1	3 Yard	5 times per week		
Hurley School	535 Dora Guzman	La Puente	3	3 Yard	5 times per week		
RIC (Old Santana Site)	1006 S. Otterbein	Rowland Heights	1	3 Yard	Weekly		
Nogales High School	401 S. Nogales	La Puente	*8	3 Yard	2 times per week		
Nogales High School	401 S. Nogales	La Puente	6	3 Yard	5 times per week		
Northam School	17800 E. Renault	La Puente	3	3 Yard	5 times per week		
Rorimer School	18750 E. Rorimer	La Puente	2	3 Yard	5 times per week		
Yorbita School	520 S. Vidalia	La Puente	3	3 Yard	5 times per week		
Villa Corta School	17800 Villa Corta	La Puente	3	3 Yard	5 times per week		
Oswalt School	19501 Shadow Oak	Walnut	3	3 Yard	5 times per week		
Ybarra School.	1300 Brea Cyn Cut-	Walnut	2	3 Yard	5 times per week		
					<b>Total Monthly Cost</b>		

**Bid Proposal.**

**Bid Proposal Amount.** The undersigned Bidder proposes and agrees to furnish disposal services including, without limitation, providing and furnishing any and all labor, materials, tools, equipment and services necessary to complete, in a workmanlike manner in accordance with the Contract Documents, all of the Work described as: **“RFP:2018/19:R3 – “District-Wide Trash Pickup Disposal Services”** for a **monthly** sum of:

\$   ,    ,    .

Dollars

(in words; printed or typed)

The Bidder confirms that it has checked all of the above figures and understands that neither the District nor any of its agents, employees or representatives shall be responsible for any assumptions, errors or omissions on the part of the undersigned Bidder in preparing and submitting this Bid Proposal.

Cost per container (40 cubic yd.) and disposal service on general construction material.  
\$ \_\_\_\_\_ **flat price/load**

Cost per container (40 cubic yd.) and disposal service on green matter/organic (grass, tree cutting, misc.)  
\$ \_\_\_\_\_ **flat price/load**

Cost per container (40 cubic yd.) and disposal service on general Construction & Demolition debris  
\$ \_\_\_\_\_ **flat price/load**

**Acknowledgment of Bid Addenda**

In submitting this Bid Proposal, the undersigned Bidder acknowledges receipt of all Proposal Addenda issued by the District, as set forth below. The Bidder confirms that this Bid Proposal incorporates and is inclusive of, all items or other matters contained in Bid Addenda.

Acknowledge the inclusion of each and all addenda issued prior to bid due date in the blanks provided below and submit this page with your proposal. Failure to do so shall render your proposal non-responsive.

BIDDER ACKNOWLEDGES THE FOLLOWING ADDENDUM:

| Number |
|--------|--------|--------|--------|--------|--------|--------|--------|
| _____  | _____  | _____  | _____  | _____  | _____  | _____  | _____  |

**Confirmation of Figures**

By submitting this Bid Proposal, the Bidder confirms that it has checked all of the above figures and understands that neither the District nor any of its agents, employees or representatives shall be responsible for any errors or omissions on the part of the undersigned Bidder in preparing and submitting this Bid Proposal.

**Acknowledgment and Confirmation**

The undersigned Bidder acknowledges its receipt, review, and understanding of the Contract Documents pertaining to the proposed Work. The undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing, performing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned Bidder certifies that it has, or has available, all necessary equipment, licenses, permits, personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein within the Contract Time and in accordance with the Contract Documents. The undersigned Bidder certifies that its proposal amount includes funds sufficient to allow the Bidder to comply with all applicable local, state and federal laws and regulations governing the labor, disposal, and services to be provided for the performance of the Work of the Contract and shall indemnify, defend and hold District harmless from and against any and all claims, demands, losses, liabilities and damages arising out of or relating to Bidder's failure to comply with applicable law in this regard.

The bidder declares that he/she has examined the Contract Documents, including the Addenda, and all other documents and requirements, and hereby proposes and agrees, if this proposal is accepted, to provide all services, to fulfill the said services in accordance with the Contract Documents.

I agree to receive service of notices at the e-mail address listed below.

I the below-indicated, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

\_\_\_\_\_  
Proper Name of Company

\_\_\_\_\_  
Name of Bidder Representative

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, and Zip

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

---

E-Mail

By: \_\_\_\_\_ Date: \_\_\_\_\_ Signature of Bidder Representative

**NOTE:** If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

All signatures must be made in permanent blue ink.

**QUALIFICATION FORM**

**Project Name:** District-Wide Trash Pickup & Disposal  
**Project Number:** RFP No. 2018/19:R3  
**Owner:** Rowland Unified School District

The prospective bidder shall furnish all the following information accurately and completely. Failure to fully and completely comply with this requirement may result in rejection of any proposal submitted. Additional sheets may be attached if necessary. "You" or "your" as used in this questionnaire refers to the bidder's company and any of its owners, officers, directors, shareholders, parties, or principals. The Owner has the discretion to request additional information depending on the project.

**-WARNING-**

Certain information may lead to a determination of non-responsibility and rejection of the bid.

1. Company name and address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(\_\_\_\_\_)\_\_\_\_\_ - \_\_\_\_\_ Telephone Number  
(\_\_\_\_\_)\_\_\_\_\_ - \_\_\_\_\_ Fax Number
  
2. Type of company: (check one) Individual\_ Partnership\_ Corp. \_
  
3. Names and titles of all principals of the company:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
4. How many years has your company been providing the services you are proposing? Include only years as this type of bidder and only the years with the current entity in its current form:  
\_\_\_\_\_
  
5. Is your company licensed to provide the service you are proposing? If yes, Please provide the following additional information:  
Provide the License Name Holder, Number and Expiration Date of the license associated to the service you are proposing.  
Name Holder: \_\_\_\_\_  
License No.: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_  
  
Name Holder: \_\_\_\_\_  
License No.: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_

6. Have you or any of your principals ever conducted similar services under a different name, certification, or license number? If yes, give company name, address, and certification or license number

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7. How many years has your company been in business under its present business name?

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8. How many years of experience does your company have providing similar services?

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9. How many public agencies has your company provided similar services?

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10. Provide a list of the public agencies, including School Districts, for which your firm has provided similar services:

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11. Please attach a copy of your company's most recent reviewed financial statement or other financial instrument that would establish your company's ability to complete its obligations under any agreement resulting from this **RFP**.

12. Do you now or have you ever had any direct or indirect business, financial or other connection with any official, employee, or consultant of the District? \_\_\_\_\_

(a) If yes, provide details:

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13. Has your company or any of its principals defaulted so as to cause a loss to a surety? Response must include information pertaining to the principals' associated outside of the company submitting proposal. \_\_\_\_\_

(a) If yes, give dates, names and address of surety and details:

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14. Have you or any of your principals been in litigation or arbitration of any kind on a question or questions relating to similar services involving a school or community college district during the prior five (5) years? \_\_\_\_\_

(a) If yes, provide the name of the public agency and briefly detail the dispute:

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15. Have you had a service contract terminated for convenience or default in the prior five (5) years? \_\_\_\_\_

(a) If yes, provide details including the name of the other party:

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16. Is your company, owner's, and/or any principals or managers involved in or is your company aware of any pending litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment? \_\_\_\_\_

(a) If yes, provide details:

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17. Is your company, owner's, and/or any principals or managers involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state, or federal agency? \_\_\_\_\_

(a) If yes, provide details:

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18. Will your company comply with all District, local, Environmental, State and Federal legal requirements, policies, rules, regulations, and laws? \_\_\_\_\_

**NON-COLLUSION DECLARATION**

The undersigned declares:

I am the \_\_\_\_\_ [Title] of \_\_\_\_\_ [Name of Company], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder. All statements contained in the bid are true. The Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof or the contents thereof or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [Date], at \_\_\_\_\_ [City,] \_\_\_\_\_ [State.]

Signed: \_\_\_\_\_

Typed Name: \_\_\_\_\_

**BID GUARANTEE FORM**  
**(Use only when not using a Bid Bond)**

Accompanying this proposal is a cashier's check payable to the order of the Rowland Unified School District or a certified check payable to the order of the Rowland Unified School District in an amount equal to ten percent (10%) of the base bid and alternates (\$ ).

The proceeds of this check shall become the property of said Owner, if, this proposal shall be accepted by the Owner through the Owner's Governing Board, and the undersigned fails to execute a Contract with and furnish the sureties required by the Owner within the required time; otherwise, said check is to be returned to the undersigned

\_\_\_\_\_  
Bidder

Note: Use this form, in lieu of Bid Bond form, when a cashier's check or certified check is accompanying the bid

**BID BOND FORM**

KNOW ALL MEN BY THESE PRESENT that we, the undersigned (hereafter called "Principal"), and \_\_\_\_\_ (hereafter called "Surety"), are hereby held and firmly bound unto the Rowland Unified School District (hereafter called "Owner") in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns. SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_. The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain Bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing for the construction of \_\_\_\_\_ -

NOW, THEREFORE,

- a. If said Bid is rejected, or
- b. If said Bid is accepted and the Principal executes and delivers a Contract or the attached Agreement form within five (5) calendar days after acceptance (properly completed in accordance with said Bid), and furnishes bonds for his faithful performance of said Contract and for payment of all persons performing labor or furnishing materials in connection therewith,

Then this obligation shall be void; otherwise, the same shall remain in force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or the call for bids, or the work to be performed thereunder, or the specifications accompanying the same, shall in anyway affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of said Contract, or the call for bids, or the work, or to the specifications.

In the event suit is brought upon this bond by the Owner and judgment is recovered, the Surety shall pay all costs incurred by the Owner in such suit, including without limitation, attorneys' fees to be fixed by the court.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year first set forth above.

(Corporate Seal) By \_\_\_\_\_  
Principal's Signature  
\_\_\_\_\_  
Typed or Printed Name  
\_\_\_\_\_  
Principal's Title

(Corporate Seal) By \_\_\_\_\_  
Surety's Signature  
\_\_\_\_\_  
Typed or Printed Name  
\_\_\_\_\_  
Title  
\_\_\_\_\_

(Attached Attorney in Fact Certificate)

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Surety's Name

---

Surety's Address

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Surety's Phone Number

**IMPORTANT:**

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant, or loan funds, it must also appear on the Treasury Department's most current list (Circular 570 as amended).

THIS IS A REQUIRED FORM.

Any claims under this bond may be addressed to:

(Name and Address of Surety)

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(Name and Address of agent or representative for service of process in California if different from above)

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(Telephone Number of Surety and agent or representative for service of process in California).

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**CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS**

\_\_\_\_\_ certifies that it has performed one of the following:  
[Name of contractor/consultant]

- Pursuant to Education Code Section 45125.1, Contractor has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the Rowland Unified School District, pursuant to the contract/purchase order dated \_\_\_\_\_, and that none have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c), respectively.

As further required by Education Code Section 45125.1, attached hereto as Attachment "A" is a list of the names of the employees of the undersigned who may come in contact with pupils.

OR

- Pursuant to Education Code Section 45125.2, Contractor will ensure the safety of pupils by one or more of the following methods:
- 1. The installation of a physical barrier at the worksite to limit contact with pupils.
  - 2. Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Date \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
[Name of Contractor/Consultant]

\_\_\_\_\_  
By its: \_\_\_\_\_

**ATTACHMENT B:**

**CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS**

*(INSERT NAMES OF EMPLOYEES WHO MAY COME IN CONTACT WITH PUPILS)*

**CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE**

This Drug-Free Workplace Certification form is required from all successful Contractors pursuant to the requirements mandated by Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by performing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the Contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

2. Publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace, and specifying actions which will be taken against employees for violations of the prohibition.
  
3. Establishing a drug-free awareness program to inform employees about all of the following:
  - a. The dangers of drug abuse in the workplace;
  - b. The person's or organization's policy of maintaining a drug-free workplace;
  - c. The availability of drug counseling, rehabilitation and employee-assistance programs; and
  - d. The penalties that may be imposed upon employees for drug abuse violations;
  
4. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned agree to fulfill the terms and requirements of Government Code section 8355 listed above and will (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a) and require such employee agree to abide by the terms of that statement.

I also understand that if the Rowland Unified School District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Name of Contractor*

\_\_\_\_\_  
*Contractor's Signature*

**CONTRACTOR'S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE AND  
TOBACCO-FREE CAMPUS POLICY**

The Contractor agrees that it will abide by and implement the District's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, of any kind and at any time, on District-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles. The Contractor shall procure signs stating "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

DATE: \_\_\_\_\_

\_\_\_\_\_

CONTRACTOR

By: \_\_\_\_\_  
Signature

**CONTRACTOR'S CERTIFICATE REGARDING  
WORKERS' COMPENSATION FORM**

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
2. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees.
3. For any county, city, city and county, municipal corporation, public Owner, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself, by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provision before commencing the performance of the work of this Contract.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print)

\_\_\_\_\_  
(Date)

In accordance with Article 5 (commencing at section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and submitted with the Contractor's bid.

**AGREEMENT**

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, in the City of Rowland Heights, County of Los Angeles, State of California, by and between **ROWLAND UNIFIED SCHOOL DISTRICT**, a California School District, hereinafter called the "District" and \_\_\_\_\_, hereinafter called the "Service Provider", with a principal place of business located at \_\_\_\_\_.

**WITNESSETH**, that the District and the Service Provider in consideration of the mutual covenants contained herein agree as follows:

**Article 1 - Scope of Work.** Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Service Provider shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner and in strict compliance with the terms and conditions of the Contract Documents all of the work required in connection with the service referred to as:

**BID NO. 2018/19:R3 DISTRICT-WIDE TRASH PICKUP & DISPOSAL**

Service Provider shall perform all work covered by the Contract Documents, including without limitation, the specifications and other Contract Documents enumerated in Article 5 below, along with all modifications and addenda thereto, in strict accordance with the Contract Documents.

**Article 2 - Contract Time.** The Service shall be commenced on the date stated in the District's Notice to Proceed. It is anticipated that the period of the Contract shall be from **November 9, 2018, through June 30, 2019**. The Contract may be renewed for one-year periods, not to exceed four (4) additional years, if mutually agreed to by the Service Provider and the District, and subject to performance reviews made by the District.

**Article 3 - Contract Price.** The District shall pay the Service Provider as full consideration for the Service Provider's full, complete and faithful performance of the Service Provider's obligations under the Contract Documents, subject to any additions or deduction as provided for in the Contract Documents. The Contract Price is:

\_\_\_\_\_ (\$ \_\_\_\_\_ 00/100)

per month. The District's payment of the Contract Price shall be in accordance with the Contract Documents. Payment terms are net 30 days.

**Article 4 - Non-Appropriation of Funds.** Notwithstanding any other provision to the contrary, if for any fiscal year of this contract the Governing Board for any reason fails to appropriate or allocate funds for future payments under this contract, the District will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated and allocated.

**Article 5 - The Contract Documents.** The Contract Documents consist of the following:

- |                                       |  |
|---------------------------------------|--|
| Notice Inviting Request for Proposals | Bid Guarantee Form   |
| Scope of Work                         | Bid Bond Form  |
| Instructions to Bidders               | Contractor Certificate Regarding Background Check                                |
| Proposal Package Requirements         | Contractor Certificate Regarding Drug-Free Workplace                             |
| Bid Proposal Form                     | Contractor Certificate Regarding Alcohol Beverage and Tobacco-Free Campus Policy |
| Qualification Form                    | Certificate of Workers Compensation  |
| Subcontractor's List                  | Agreement  |
| Non-Collusion Declaration             | Appendix A, B, C,  |
|                                       | Addendum (if any)  |

**Article 6 - Hold Harmless Agreement.** The Service Provider shall defend, indemnify and hold harmless the Owner, a their officers, employees, agents from all liabilities, claims, actions, liens, judgments, demands, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause-based or asserted upon any act, omission, or breach connected with or arising from the progress of work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, and its

employees, from any legal action including attorney's fees or other proceeding based upon such act, omission, breach, or as otherwise required by this Article.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless Owner and its employees, from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the Owner.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the Owner, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off Owner property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the Owner.

(c) Any dispute between Contractor and Contractor's subcontractors/supplies/Sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the Owner, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the Owner, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

The Contractor's and Subcontractors' obligation to defend, indemnify and hold harmless the Owner, and its employees, hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA").

**Article 7 - Provisions Required by Law.** Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included therein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

**Article 8 - Termination.** This Agreement may be terminated by the District for convenience and without cause upon thirty (30) days' written notice to the awarded Service Provider. The District's rights to terminate under this paragraph shall be in addition to any other rights reserved to the District under this contract. Upon receipt of any notice of termination from the District, the Service Provider shall on the effective date of termination specified in the District notice, in accordance with the instruction from the District, cease all operations as specified in such notice. Upon any termination, the District's total obligation to the Service Provider shall be limited to payment for services rendered as of the effective date of the termination, and all parties shall thereafter be released from any further obligations and liabilities under this Contract, except to the extent that any such obligations or liabilities expressly survive the termination of this agreement. Termination notice and shall be delivered via e-mail or to the address listed below:

Service Provider Information

E-mail: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**Article 9- Authority to Execute.** The individual(s) executing this Agreement on behalf of the Service Provider is/are duly and fully authorized to execute this Agreement on behalf of Service Provider and to bind the Service Provider to each and every term, condition and covenant of the Contract Documents.

IN WITNESS WHEREOF, this Agreement has been duly executed by the District and the Service Provider as of the date set forth above.

**DISTRICT**

**SERVICE PROVIDER**

**ROWLAND UNIFIED SCHOOL DISTRICT,**

a California School District

\_\_\_\_\_  
(Service Provider's Name & License Number)

By: \_\_\_\_\_

By: \_\_\_\_\_

Alejandro Flores

Name: \_\_\_\_\_

Assistant Superintendent

Title: \_\_\_\_\_  
(Corporate Seal)

**END OF SECTION**

**APPENDIX B**

The table below reflects current service locations for solid waste. If a contract is awarded by the Board of Education, it is anticipated that the contract shall be effective November 8, 2018, through June 30, 2019. The District reserves the right to change quantities, frequency, and locations at any given time with prior written notice to the Service Provider. Unless otherwise stated solid waste bins are 3 cubic yards.

<b>School Name</b>	<b>Service Location</b>	<b>City</b>	<b>Bins</b>	<b>Container</b>	<b>Service Level</b>
Hollingworth	3033 E. Hollingworth	West Covina	2	3 Yard	5 times per week
Giano School	3223 Giano	West Covina	4	3 Yard	5 times per week
Food Center	4032 S. Ellesford	West Covina	3	3 Yard	5 times per week
Alvarado School	1901 S. Desire	Rowland Heights	5	3 Yard	5 times per week
Blandford School	2601 Blandford	Rowland Heights	2	3 Yard	5 times per week
Telesis School	28 E. Hollingworth	West Covina	3	3 Yard	5 times per week
Jellick School	1400 Jellick	Rowland Heights	2	3 Yard	5 times per week
Killian School	19100 E. Killian	Rowland Heights	2	3 Yard	5 times per week
Rowland School	2036 Fullerton	Rowland Heights	2	3 Yard	5 times per week
Old Transportation	2036 Fullerton	Rowland Heights	5	R/	On-Call
Rowland High School	2000 S. Otterbein	Rowland Heights	1	3 Yard	5 times per week
Santana High School	341 S. La Seda Rd.	La Puente	2	3 Yard	5 times per week
Shelyn School	19500 E. Nacora	Rowland Heights	2	3 Yard	5 times per week
Building Services	1018 Otterbein	Rowland Heights	1	3 Yard	5 times per week
Transportation	1010 Otterbein	Rowland Heights	1	3 Yard	5 times per week
District Office	1830 Nogales	Rowland Heights	2	3 Yard	5 times per week
Community Day	1928 Nogales	Rowland Heights	1	3 Yard	5 times per week
Hurley School	535 Dora Guzman	La Puente	3	3 Yard	5 times per week
RIC (Old Santana Site)	1006 S. Otterbein	Rowland Heights	1	3 Yard	Weekly
Nogales High School	401 S. Nogales	La Puente	*8	3 Yard	2 times per week
Nogales High School	401 S. Nogales	La Puente	6	3 Yard	5 times per week
Northam School	17800 E. Renault	La Puente	3	3 Yard	5 times per week
Rorimer School	18750 E. Rorimer	La Puente	2	3 Yard	5 times per week
Yorbita School	520 S. Vidalia	La Puente	3	3 Yard	5 times per week
Villa Corta School	17800 Villa Corta	La Puente	3	3 Yard	5 times per week
Oswalt School	19501 Shadow Oak	Walnut	3	3 Yard	5 times per week
Ybarra School.	1300 Brea Cyn Cut-Off	Walnut	2	3 Yard	5 times per week

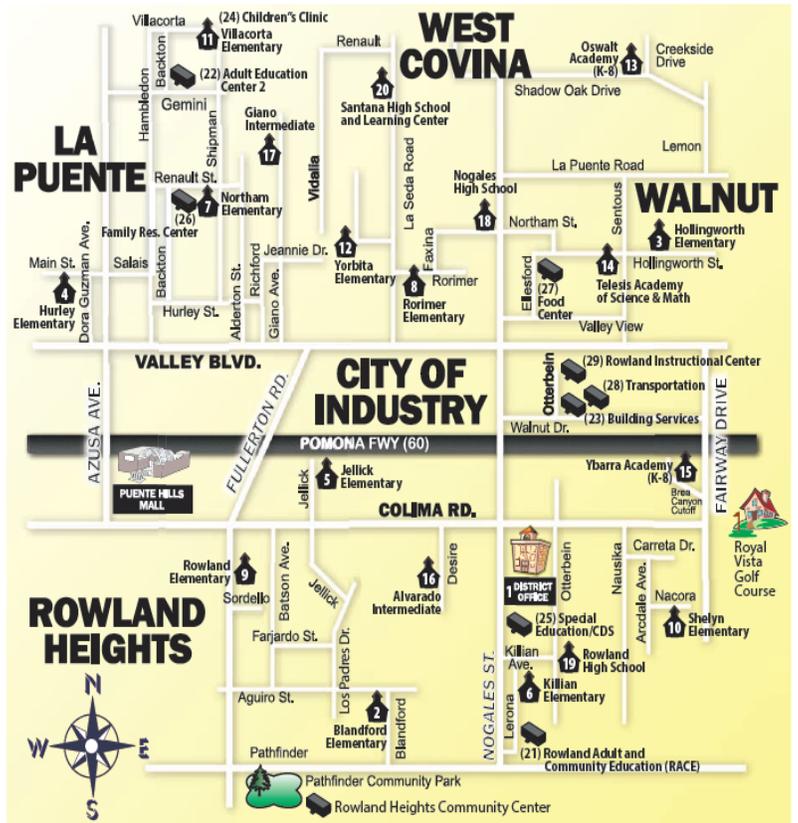
APPENDIX C

SCHOOL SITE MAP



# Rowland Unified School District Map

1 District Office	1830 S. Nogales St., Rowland Hts. 91748	965-2541
<b>Elementary Schools (626) Area Code</b>		
2 Blandford	2601 Blandford Dr., Rowland Hts. 91748	965-3410
3 Hollingworth	3003 E. Hollingworth, W. Covina 91792 (909) 598-3661	965-2429
4 Hurley	535 S. Dora Guzman, La Puente 91744	964-1275
5 Jellick	1400 S. Jellick Ave., Rowland Hts. 91748	965-2404
6 Killian	19100 E. Renault St., La Puente 91744	965-3333
7 Northam	17800 E. Renault St., La Puente 91744	964-3441
8 Rorimer	18750 E. Rorimer St., La Puente 91744	(909) 444-0584
9 Rowland	2036 S. Fullerton Rd., Rowland Hts. 91748	964-2385
10 Shelyn	19500 E. Nacora St., Rowland Hts. 91748 (909) 444-0584	964-3486
11 Villacorta	17840 E. Villacorta, La Puente 91744	
12 Yorbita	520 S. Vidalia, La Puente 91744	
<b>K-8 Schools</b>		
13 Stanley G. Oswalt Academy	19501 Shadow Oak Dr., Walnut 91789	810-4109
14 Telesis Academy of Science & Math	2800 E. Hollingworth, W. Covina 91792	965-1696
15 Ybarra Academy of Arts & Technology	1300 Brea Canyon Cut-off, Walnut 91789 (909) 598-3744	
<b>Intermediate Schools</b>		
16 Alvarado	1901 S. Desire Ave., Rowland Hts. 91748	964-2358
17 Giano	3223 S. Giano St., W. Covina 91792	965-2461
<b>High Schools</b>		
18 Nogales	401 S. Nogales St., La Puente 91744	965-3437
19 Rowland	2000 S. Otterbein Ave., Rowland Hts. 91748	965-3448
20 Santana	341 S. La Seda Rd., La Puente 91744	965-3496
<b>Other Sites</b>		
1 Student Services	1830 S. Nogales St., Rowland Hts. 91748	935-8281
20 Santana Learning Ctr	341 S. La Seda Rd., La Puente 91744	965-3496
21 Rowland Adult and Community Education	2100 S. Lerona, Rowland Hts 91748	965-5975
22 Adult Ed Center 2	Comer of Backton & Gemini, La Puente 91744	965-5975
23 Building Services	1018 Otterbein Ave., Rowland Hts. 91748	912-0665
24 Children's Clinic	17840 Villacorta, La Puente 91744	964-4798
25 Special Education/CDS	1928 S. Nogales St., Rowland Hts. 91748	935-8203
26 Family Res. Center	17800 E. Renault St., La Puente 91744	854-2228
27 Food Center	4032 Ellesford, W. Covina 91792	965-2566
28 Transportation	1010 Otterbein Ave., Rowland Hts. 91748	965-5719
29 Rowland Instructional Center	1006 Otterbein Ave., Rowland Hts. 91748	



This map is for site locations only and does not reflect the actual physical boundaries of Rowland Unified.

Santana Learning Center houses Santana HS, Adult Ed P2, and La Puente Valley ROP at (626) 810-3300

[www.RowlandSchools.org](http://www.RowlandSchools.org)