



COVINA-VALLEY

UNIFIED SCHOOL DISTRICT

Creating Extraordinary Futures

Covina-Valley Unified School District

519 E. Badillo St. Covina, CA 91723

Phone: 626-974-7000

District-Wide Waste Disposal Service Bid 14-15-101

SUBMIT PROPOSALS TO

Robin Harbert, Purchasing Supervisor

Covina-Valley Unified School District

519 E. Badillo Street

Covina, CA 91723

Phone: 626-974-7600 ext. 2128

Fax: 626-974-7032

Request for Bid Schedule

- Deadline for Proposals: November 6, 2014 at 1:00 PM
- Deadline for Questions: October 27, 2014 at 3:00 PM
- Recommended Award for Board Approval: December 15, 2014

NOTICE INVITING BIDS

Bid: District-Wide Waste Disposal Service – Bid No. 14-15-101

NOTICE IS HEREBY GIVEN that the Covina-Valley Unified School District , hereinafter also referred to as CVUSD, will receive sealed bids up to, but no later than, the time stated below.

BID DEADLINE: November 6, 2014, 1:00 p.m.

PLACE OF BID OPENING: Covina-Valley Unified School District
Purchasing Department
519 E. Badillo St., Covina, CA 91723

BIDS must remain open, valid and subject to acceptance any time within ninety (90) days after the bid opening date and time unless otherwise stipulated. Bid prices must remain the same for a (90) day period from the bid opening date.

ALL written bids must be made on proposals obtained from the Covina-Valley Unified School District and signed by the vendor. Bids shall be received in the place identified above. No faxed bids will be accepted. The successful vendor(s) will be selected by implementing the evaluation process described in the Terms and Conditions of the bid package.

BID packages may be obtained at Covina-Valley Unified School District Purchasing Department, whose address is 519 East Badillo Street, Covina, California 91723. Please call ahead for availability of packages, (626) 974-7600 Ext. 2128 or on our website at www.cvusd.k12.ca.us.

DIRECT all questions in writing only to Robin Harbert at cvusd.k12.ca.us. Deadline for questions is Monday, October 27, 2014 at 3:00PM.

CVUSD reserves the right to reject any and all bids and to waive any irregularities or informalities therein.

Governing Board of the
COVINA-VALLEY UNIFIED SCHOOL DISTRICT

By: Robin Harbert
Purchasing Supervisor

Advertise: October 15 & October 22, 2014

COVINA-VALLEY UNIFIED SCHOOL DISTRICT

INSTRUCTIONS FOR BIDDERS, TERMS & GENERAL CONDITIONS

BID NO. 14-15-101

DISTRICT-WIDE WASTE DISPOSAL SERVICE

PREPARATION OF BID FORM: The Covina-Valley Unified School District of Los Angeles County, California, acting by and through its Governing Board, hereinafter referred to as the District, invites bids on the form(s) enclosed to be submitted no later than **1:00 p.m., on November 6, 2014**. All blanks on the bid form must be appropriately filled in. Bids must be submitted in ink or typewritten. Unit price for all line items must be shown where required on the form. Each bid must be submitted in a separate sealed envelope bearing on the outside the bid number and closing date. It is the sole responsibility of the bidder to ensure that their bid is received at the location specified in paragraph 2 below, no later than the time and date specified above. Any bids received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.

BID SUBMISSION ADDRESS: Bids shall be submitted and addressed to Covina-Valley Unified School District, Purchasing Department, 519 E. Badillo, Covina, California 91723 and marked to the attention of Robin Harbert - Purchasing.

TO BE CONSIDERED, ALL BIDS MUST BE RECEIVED IN THE PURCHASING DEPARTMENT BY THE TIME AND DATE OF CLOSING. (NOTE: BIDDERS WHO MAIL THEIR BIDS SHOULD ALLOW SUFFICIENT TIME FOR THE INTERNAL DISTRIBUTION OF MAIL WITHIN THE DISTRICT.) FAXED BIDS AND BIDS RECEIVED IN THE PURCHASING SECTION AFTER DATE AND TIME INDICATED HEREIN WILL NOT BE ACCEPTED.

BID OPENING READING: All bids shall be publicly opened and read aloud at the above mentioned date, time and place.

SIGNATURE: All bids, including addendum(s) thereto, must be signed in the name of the bidder and must bear the signature in longhand of a responsible officer or employee fully authorized to bind the organization to the terms and conditions herein. Unsigned bids will be considered non-responsive, thus resulting in rejection of the bid.

MODIFICATIONS: Changes in or additions to the bid form, alternate bids, or any other modifications of the bid form which is not specifically called for in the bid documents may result in the District's rejection of the bid as not being responsive to this invitation to bid. No oral, telephone, telegraphic or FAX bids or modifications will be considered.

ERASURES: The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is initialed the margin immediately opposite the correction by the person or persons

signing the bid. Verify your bids before submission as they cannot be withdrawn or corrected after being opened, or withdrawn until specified time period has elapsed.

WITHDRAWAL OF BID: Any bidder may withdraw his bid by written request at any time prior to the scheduled closing time for receipt of bids.

INTERPRETATION OF BID DOCUMENTS: Bidders who find discrepancies in or omissions from the bid documents, may submit to the Purchasing Department, a written request for clarification or correction thereof via email to rharbert@cvusd.k12.ca.us. The deadline for submissions is October 27, 2014 at 3:00PM. A copy of all requests for clarification and the response thereto will be sent via email to all known bidders and posted on the CVUSD website at www.cvusd.k12.ca.us. Corrections will be made by addenda issued to each bid. The District will not be responsible for oral interpretations. All addenda issued during the time of bidding shall be incorporated into the bid automatically.

AWARD OF AGREEMENT: The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or the bidding process, and to make its selection of items awarded based upon its best judgment as to which items substantially comply with the specifications, or which are most economical and/or best suited for the purpose for which they are intended. In the event of equal bids, the award shall be made to the bidder located within the County of Los Angeles, and with whom the Purchasing Department has had satisfactory business relationships, in the order named. All bids shall remain open and valid and subject to acceptance for ninety (90) calendar days after the bid opening date.

PRICING – TERM OF CONTRACT: The minimum contract term is one (1) year. Quoted prices are firm for one (1) year after award of bid and may be extended upon sole and exclusive discretion of District for an additional four (4) one-year periods in accordance with provisions contained in the Education Code, Sections 17596. A maximum price increase of equal to the April Consumer Price Index (CPI) for Los Angeles/Orange Counties per contract term may be negotiated subject to existing market conditions. In the event of a general price decrease the District reserves the right to revoke and bid award unless the decrease is passed on the District. The Contractor shall provide proof and documentation justifying request for rate increases.

The contractor will secure and pay for all necessary licenses, permits taxes, fees, and any other costs which are required by city, county, state and federal government or agencies for the performance of solid waste collection and disposal and recycling services for the District.

The District reserves the right to discontinue service and cancel any or all portions of the agreement if the supplier fails to perform in accordance with the terms and specifications. Upon notice to the Contractor, all bins shall be removed immediately from the District's property.

NO MINIMUM OR MAXIMUM QUANTITIES, ORDER CHARGES, OR LIMITATIONS UPON NUMBER OF ORDERS: The District anticipates contract term requirements for the supplies and commodities listed in the quantities shown on the bid form. The District, however, does not guarantee orders in these amounts nor shall the District be required to limit its orders to only those figures. This is an indefinite quantity bid. Bidders shall not specify minimum or maximum quantities or charges for specific order types. Unlimited orders within the term of the contract shall be allowed to the awarding district at prices quoted.

MULTI-YEAR EXTENSIONS: Subject to the provisions in the previous paragraph (above), and pursuant to Education Code Sections 17596, this bid may be extended (upon sole and exclusive discretion of District expressed in writing) for up to four (4) additional one-year increments (total potential bid life of five (5) years from Board of Education award).

PRICES: Prices must be stated in units specified or trade standard. The right is reserved to waive any informality in bids, to reject any or all bids, and to accept or reject any item or combination of items. In case of a discrepancy between the unit price and the extension, the unit price will be considered correct. Quote prices net including trade discounts. Bids may be rejected on grounds of non-responsiveness or non-responsibility.

SALES TAX: Do not include California State Sales of Use Taxes in unit prices. This tax will be added and paid for by the District. Do not include or add Federal Excise Tax as the District is exempt.

FAILURE TO BID: If you do not bid on any line item, please mark “No Bid” in the space provided and sign it and return the bid, otherwise your name may be removed from the bidder’s list.

PAYMENTS: Payment for service contracts may be invoiced per the conditions set forth and agreed to in the service agreement.

PATENTS: The bidder shall hold the Covina-Valley Unified School District, its officers, agents, servants and employees harmless and free from liability of any nature or kind on account of use (by publisher, manufacturer, or author) of any copyrighted or non-copyrighted composition, secret process, patented invention, article or appliance furnished or used under this bid.

DEFAULT: In the event the bidder to whom a purchase order is awarded fails to perform in accordance with the terms and conditions of the bid, the District may terminate their orders, in whole or in part, in accordance with the following DEFAULT provision:

TERMINATION FOR DEFAULT: The District may, by written notice of default to the Successful Bidder, terminate the Purchase Order issued in whole or in part if: The Successful Bidder fails or neglects to perform any of the services listed herein in the manner and time specified, or if, in the opinion of the District, the item(s) provided fail to perform satisfactorily; OR The Successful Bidder fails to perform any of the other provisions of the Bid or Purchase Order and does not cure such failure within a period of ten (10) days (or such longer period as the District may authorize in writing) after receipt of notice from the District specifying such failure.

In the event the District terminates the Purchase Order, in whole or in part the District may acquire services, similar to those so terminated from another source, and the Successful Bidder shall be liable for any excess costs of acquisitions of such similar services.

CANCELLATION FOR INSUFFICIENT OR NON-APPROPRIATED FUNDS: The bidder hereby agrees and acknowledges that monies utilized by the District to purchase the items bid is public money appropriated by the State of California or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel the bid at any time and/or limit quantities of items due to non-availability or non-appropriation of sufficient funds.

EVIDENCE OF RESPONSIBILITY: The District hereby requests the name of at least three (3) references for whom similar supplies or equipment were provided during the previous year. Please submit such a reference list with your bid. Upon request of the District, a bidder whose bid is under consideration for award shall promptly submit satisfactory evidence showing their financial resources.

ANTI-DISCRIMINATION: It is the policy of the District that in connection with all services performed for the District, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status, and therefore, the bidder agrees to comply with applicable Federal and California State laws including, but not limited to, the California Fair Employment Practice Act beginning with Labor Code Sections 1410 and 1735. In addition, the bidder agrees to require like compliance by all subcontractors employed by him.

TOBACCO-FREE SCHOOLS: In accordance with State and Federal Law, the use of tobacco is prohibited in all District facilities and vehicles. (20 U.S.C. 6083 Labor Code 6404.5). During the entire term of the contract, the supplier shall provide to District facilities in compliance with this law.

ASSIGNMENT OF THE AGREEMENT: The contract/agreement awarded under this bid shall not be assigned without the prior written approval of the District's Purchasing Supervisor.

INDEMNIFICATION: The bidder agrees to defend, indemnify, save and hold harmless the District, its governing body, the individuals thereof, and all officers, agents, employees, representatives, and volunteers from all loss, cost and expense (including, but not by way of limitation, attorneys' fees and other related legal costs) arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of the successful bidder's performance or failure to perform services under this contract/purchase order. The successful bidder further agrees to waive all rights of subrogation against the District and shall pay for any and all injury, damage or loss to the District. The District assumes no responsibility whatsoever for any property placed on the premises. The provisions of this indemnification clause shall not be limited to the availability or collectability of insurance coverage nor do these provisions apply to any injury, damage or loss caused solely by the negligence of the District.

INSURANCE AND LICENSE: The successful bidder shall not commence work or services until all insurance requirements are complied to. Insurance requirements shall meet those minimum specified by the Labor Code Section 3700. The contractor shall provide a certificate of evidence of Public Liability and Property Damage Insurance. The contractor shall maintain during the life of this contract Worker's Compensation Insurance. This also means that no contractor in association with the general contractor shall commence any work until this compliance is met.

The Contractor shall maintain the proper license for operating in the city and shall be responsible for any fees required by city or county agencies. The Contractor shall retain ownership of all containers. The District shall assume no responsibility for damage or theft of containers.

PUBLIC RECORDS: All documents received by the District, as a public agency, in connection with this bid are subject to the requirements of the California Public Records Act, Government Code 6250-6270. Bidder shall identify information contained in the bid which bidder deems to be confidential or proprietary and wishes to be withheld from disclosure to others under the state Public Records Act. Note: A blanket statement that all contents of the bid are confidential or proprietary will not be honored by the District.

BID DOCUMENTS: The complete bid includes the following documents:

- Notice to Contractors Calling for Bids
- Instructions For Bidders, Terms & General Conditions
- Specifications
- Bid Form
- Bid Bond
- Noncollusion Declaration
- District Site Map (Attachment A)
- District School Calendar (Attachment B)
- Current Waste Pick-Up Locations & Service Level (Attachment C)
- Workers' Compensation Certificate (Attachment D)
- Fingerprinting Certification (Attachment E)
- District-Wide Waste Services Agreement (Attachment F)

Any of these shall be interpreted to include all the provisions of the other documents as though fully set out therein. The bidder should fully acquaint his or herself with the conditions and terms affecting the performance of the Agreement. Submission of a bid shall be taken as prima facie evidence of compliance with this provision.

CONTRACT DOCUMENTS: The complete contract includes the following documents: The Notice Calling For Bids, Instructions For Bidders, Terms & General Conditions, the Specifications, the Bid of the Contractor and its acceptance by the District, the Attachments, Contract and all amendments thereto. Any of these documents shall be interpreted to include all provisions of the other documents as though fully set out therein.

The Contract and any amendments, addenda or purchase orders issued hereunder by the District shall be the complete and exclusive Contract between the District and the Contractor.

If any provision or provisions of this Contract shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be effected or impaired thereby.

SPECIFICATIONS FOR DISTRICT-WIDE WASTE DISPOSAL SERVICES
BID NO. 14-15-101

Scope of Work: The Covina-Valley Unified School District wishes to contract with one (1) supplier to provide service and trash containers necessary for the regular removal of waste on campuses of the Covina-Valley Unified School District in compliance to all city, county & state regulations. All trash containers shall meet industrial and city standards. The successful bidder will be responsible for the maintenance and upkeep of the trash containers. The District at its sole option may contract out or negotiate with the general contractor for recycling service.

Locations/Size of District: The Covina-Valley Unified School District's current waste service provides for twenty (26) pick up locations, which includes twelve (10) elementary schools, three (3) middle schools, three (3) high schools, one (1) Alternative Education sites, six (7) Adult Education sites, one (1) Children's Center, and the District Office campus. Sites are located within the boundaries of the cities of Covina, West Covina, & Irwindale, CA.

The following will be required of the successful Contractor:

The Contractor selected shall execute a contract spelling out all applicable terms, including but not limited to the following provisions:

1. Contractor shall comply with all laws, ordinances, rules and regulations relating to the services required by the Contract.
2. If Contractor observes that the required services are at variance with any applicable law, ordinance, rule, or regulation, Contractor shall promptly notify the District in writing, and any changes deemed necessary by the District shall be made to the Contract. If Contractor provides any services which Contractor knows, or through the exercise of reasonable care should have known, to be contrary to any laws, ordinances, rules, or regulations, and fails to notify the District, Contractor shall bear all arising costs, including without limitation any fines, penalties or the like assessed against Contractor or the District, and shall indemnify and defend the District from any such matters.
3. All necessary permits and licenses shall be secured and paid for by Contractor unless otherwise provided in the Contract.
4. Copies of all permits, licenses and certificates shall be delivered to the District.
5. Every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted, and the Contract 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 Contract shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements and enactments on the subject which are in effect as of the date of the Contract and any later changes which do not materially and substantially alter the positions of the parties.

6. Contractor shall use due care to prevent solid waste, recyclables, yard waste and other compostables from being spilled or scattered during the collection or transportation process. If any solid waste, recyclables, yard waste and other compostables are spilled during collection, the Contractor shall promptly clean up all spilled materials.
7. During the collection transportation process, the Contractor shall clean up litter in the immediate vicinity of any solid waste, recyclables, yard waste, and other compostables storage area. The Contractor shall discuss instances of repeated spillage not caused by it directly with the customer responsible and will report such instances to the school district. The District will attempt to rectify such situations with the customer.
8. All waste shall be collected Monday through Friday from 7:00 a.m. to 5:00 p.m. All work is to be accomplished with a minimum of noise in compliance with all local ordinances. Pickup hours shall not be made outside the hour ordinance established by the Cities of Covina, West Covina & Irwindale. The normal schedule of collections shall be arranged so that the collection at any site will be at the same hour of the day on the same day of the week in each succeeding week.
9. Waste containers shall be emptied daily by the Contractor (except Saturdays, Sundays and school holidays). Pickup will be required on all days that school is in session during the contract period.
 - 9a. Waste pickups for all sites shall be completed between 7:00 a.m. and 11:30 a.m. and after 1:00 p.m. to 5:00 p.m.
 - 9b. No waste shall be picked up at any site at lunch periods, between 12:00 and 1:00 p.m.
10. Contractor shall at all times provide sufficient personnel and equipment to maintain as established the schedule of collections.
11. The Contractor shall pick up and dispose of waste during regular school sessions according to the waste disposal service schedule, which shall be based on the District school schedule. This schedule may be amended from time to time to reflect changes in the District's requirements and will become part of the agreement for this service. The service schedule lists 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 sizes or frequency of pick-ups.
12. During the summer & winter recess, waste pickups at some locations may be reduced to an "As Required Basis." The District will notify the contractor of the beginning and ending date of the summer and winter schedule and set up a summer pick-up schedule. Months that contain both regular service and summer and/or service will be prorated accordingly.
13. The Contractor shall be allowed one (1) week prior to the start of the contract to place containers in the required locations.
14. The Contractor shall supply metal bins of three or four-cubic yard capacity (size of bin may change as required by the needs of the District). Bin shall be equipped with a two (2) piece heavy duty plastic lid and have four (4) rubber-tired wheels. The containers shall be equipped

with a drain plug at the bottom of each unit and be equipped with a truck lifting device. All containers shall be maintained in a state of good repair and cleanliness. All containers shall be steam cleaned inside and out, disinfected and deodorized as often as required to assure that all containers are sanitary. In the event the District calls in a complaint on a container that needs sanitizing or repair (includes paint in good condition), the container shall be cleaned or replaced within 48 hours. All bins shall be painted with the Contractor's standard color and shall prominently display the name and telephone number of the Contractor.

15. Container design and cleanliness shall be in accordance with all applicable rules and regulations of individual City, County and State Health Departments. The District may request that the covers include a locking bar to provide the District the option of locking the container.
16. Contractor's service vehicles shall be equipped with a warning device that shall sound when the vehicles are backing up.
17. Contractor agrees to provide two-way radio communications in the vehicles providing collection service so that close control may be maintained as well as providing expeditious service. In lieu of radio control, a roving foreman to supervise the service vehicles.
18. The Contractor will secure and pay for all necessary licenses, permits, taxes and fees which are legally required by city, county, state and federal governments or agencies for the performance of solid waste removal for The Covina-Valley Unified School District. Specifically, the Contractor shall observe and comply with the Department of Health services, CAL/OSHA, South Coast Air Quality Management District, State and Federal Environmental Regulations, Fire Codes and all other applicable laws, ordinances and regulations in their operations including but not limited to handling, storing, processing, recycling, transporting and disposal of refuse.
19. All costs incurred by the Contractor for disposal of waste will be the responsibility and paid by the Contractor. The District will not be liable for any fees associated with disposal. The cost "Per Bin" as indicated in the bid Form document shall include all Contractor paid disposal fees.
20. Each driver employed by the Contractor shall have in his possession while driving on District property, a valid Class 2 California Drivers license, together with the medical certificate required by Section 12804 (c) of the California Vehicle Code.
21. Each driver employed by the Contractor shall carry a visible form of identification at all times while on District grounds (i.e., I.D. badge, shirt with company logo, etc.)
22. No work is to be performed at any new/additional location without prior approval from the Purchasing Department.
23. At the end of each month an itemized statement and two (2) copies of invoices shall be sent directly to the Covina-Valley Unified School District, Accounts Payable Department, 519 E. Badillo Street, Covina, CA 91723. Invoices should show the purchase order number, the sites serviced, and for each site the number of pick-ups per week.

24. Special pickups shall be invoiced individually, showing the date, location, yards picked up, rate and total.
25. Payment will be made monthly by the District in accordance with the amounts set forth in the contract. Deductions will be made for service missed and not made-up.

BID FORM
BID NO. 14-15-101
DISTRICT-WIDE WASTE DISPOSAL SERVICE

TO: Covina-Valley Unified School District
519 E. Badillo St.
Covina, California 91723

All bid packets are located in the Purchasing Department at Covina-Valley Unified School District, 519 E. Badillo St., Covina or online at www.cvusd.k12.ca.us. Please bid lowest prices for the items or services on the attached sheets. Before bidding please read the Instructions for Bidders/Terms & General Conditions and Specifications which are attached.

Submit all proposals in a sealed envelope showing the Bid Number, Opening Date, and Opening Time. Bids must reach the Purchasing Office at the address listed above on November 6, 2014 at 1:00pm sharp!

Job Walk – There will not be a scheduled job walk or bidder’s conference. If necessary, bidders may visit our sites on their own as long as visits are not disruptive to the educational process. Note: Site visits are not however mandatory.

If further information is desired, call the Purchasing Department at (626) 974-7600 extension 2128.

NOTE: Late or faxed bids will not be accepted.

FIRM NAME: _____
SIGNED BY: _____ (Signature Required – Unsigned proposals will be rejected)
PRINT NAME: _____
TITLE: _____ DATE: _____
ADDRESS: _____ _____
TELEPHONE NO.: _____
FAX NO.: _____
E-MAIL ADDRESS: _____

This form must be submitted with your packet.

**BID FORM
 BID NO. 14-15-101
 DISTRICT-WIDE WASTE DISPOSAL
 SERVICE**

1. Contractor agrees to furnish to the Covina-Valley Unified School District (District) for and during the period commencing on or about January 1, 2015 through December 31, 2015, waste disposal services. Reference District Site Map – Attachment A, District School Calendar – Attachment B & Current Waste Pick Up Locations Service Level – Attachment C. Contract may be renewed pursuant to The Instructions For Bidders, Terms & General Conditions.
2. Contractor will furnish three or four yard containers in good, clean condition, with lids which shall be maintained in a clean and sanitary manner, at the discretion of the District as specified in Sections 14 & 15 of the Specifications. Waste removal from individual locations as designated by the District and agreed upon reimbursement will be as follows:

Frequency	Three Yard Quote/Mo./Bin	Four Yard Quote/Mo./Bin
Daily P/U (5x/week) (M-F, or as agreed)	\$	\$
One Pick Up/Week	\$	\$
Two Pick Ups/Week	\$	\$
Three Pick Ups/Week	\$	\$
Special Pick Ups (Normal Hours)	\$	\$
Special Pick Ups (Off Hours/Days)	\$	\$

Pricing for Forty Yard Roll Off Trash Container (\$_____per dump)

3. Are you bidding on your waste disposal service for all listed locations? ____yes ____no
4. If the Contractor fails to furnish said services at the agreed price, or at the time and places stated and mutually agreed upon, the District may, upon ten (10) days written notice, terminate this contract, it being specifically provided and agreed that time shall be of the essence in this Agreement.

If termination occurs, the District shall be obligated to pay for any services rendered prior to the date of Notice of Termination. Although it is the intention of the District to engage in a multi-year association with a single Contractor, this contract is subject to cancellation or renewal by the District without cause and without penalty to the District at the end of each school year.

- 5. Indemnification and Legal Fees: Contractor agrees to indemnify, defend and hold harmless the District, its' Governing Board, officers, employees and agents from and against any and all liability and expense arising from or connected to the provision of its services to the District. If any legal action or proceeding arising out of or relating to this Agreement is brought by either party to this Agreement, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, their reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

- 6. Insurance: During the entire term of this contract and any extension or modification thereof, Contractor shall keep in effect a policy or policies of general liability insurance of \$3,000,000 aggregate and \$1,000,000 for each occurrence, plus coverage of owned and non-owned automobiles of at least \$1,000,000 for each person and \$3,000,000 for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. Not later than the effective date of this Contract, Contractor shall provide District with satisfactory evidence of insurance naming the District as additional insured, including a provision for a twenty (20)-calendar-day written notice to District before cancellation or material change, evidencing the above-specified coverage. The Contractor shall at its own cost and expense, procure and maintain insurance under the Workers' Compensation Law of California. Failure to furnish such evidence of insurance shall be considered sufficient reason for default of contract and the District shall revoke the award.

- 7. Please submit at least three (3) references, preferably school districts or other public agencies that we may contact as references for your company.

BUSINESS NAME	CONTACT	PHONE NUMBER

- 8. Each bid must be accompanied by a bid bond equal to ten-percent (10%) of the total bid. This bid bond must be a certified check, cashier's check, securities in accordance with the Public Contract Code, Section 22300, or a bid bond issued by a legally admitted California surety insurer.

The Bidder shall specify the name and nature of their legal entity. The Bid shall be signed under the correct form name by an officer/employee authorized to administer this Contract and to whom formal notices, demands and communications shall be given is as follows:

Company Name: _____

Authorized Signature: _____

Original Signature Only (Rubber Stamp or typed
Signature not acceptable)

Print Name: _____

Title: _____

Date: _____

BID BOND

KNOWN ALL MEN BY THESE PRESENTS, that we _____ as Principal, and _____ as Surety, an admitted Surety insurer pursuant to Code of Civil Procedure section 995.120, legally doing business in California at _____, are held and firmly bound unto the **Covina-Valley Unified School District**, hereinafter called the DISTRICT, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal submitted to the said DISTRICT for the work described below for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted to DISTRICT the accompanying bid dated _____, 20____, to enter into a contract in writing for the project known generally as

Project: District-Wide Waste Disposal Service

Project No: 14-15-101

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within ninety (90) days after the said opening; and if the Principal is awarded the contract, and shall within the period specified therefore, or if no period be specified, within ten (10) days after the prescribed forms are presented to Principal for signature, enter into a written contract with the DISTRICT, in accordance with the bid as accepted and give bond with good and sufficient surety or sureties, as may be required for the faithful performance and proper fulfillment of such contract and for the payment for labor and materials used for the performance of the contract, or in the event of the withdrawal of said bid within the period specified or the failure to enter into such contract and give such bonds within the time specified, if the Principal shall pay the DISTRICT the difference between the amount specified in said bid and the amount for which the DISTRICT may procure the required work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the DISTRICT in again calling for bids, then the above obligation shall be void and of no effect, otherwise said obligation shall remain in full 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 to the work to be performed thereunder, or the specifications accompanying the same, shall in any way 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 to the work, or to the specifications.

In the event suit is brought upon this bond by the DISTRICT and judgment is recovered, the Surety shall pay all costs incurred by the DISTRICT in such suit, including a reasonable attorney's fee to be fixed by the court.

In signing below, the contractor covenants that it has complied with the signature requirements described in Paragraph 4 of the Information for Bidders form.

IN WITNESS WHEREOF the parties have executed this instrument under their several seals this ____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal of Corporation)

Principal (Proper Name of Bidder) Principal, if

By _____

Signature of Bidder

Title(s)

By _____

Signature of Bidder

Title(s)

(Corporate Seal of Surety)

Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact and Required Acknowledgments)

Certificate

Name and Address of California Agent of Surety

Telephone Number of California Agent of Surety

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)

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

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

**NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the _____ [Title] of _____ [Firm], 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.

In signing below, bidder covenants that it has complied with the signature requirements described in Section 4 of the Information for Bidders.

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 _____, 20__ [Date], at _____ [City], _____ [State].

Name of Contractor (Print or Type)

Signature

Signature

Print Name

Print Name

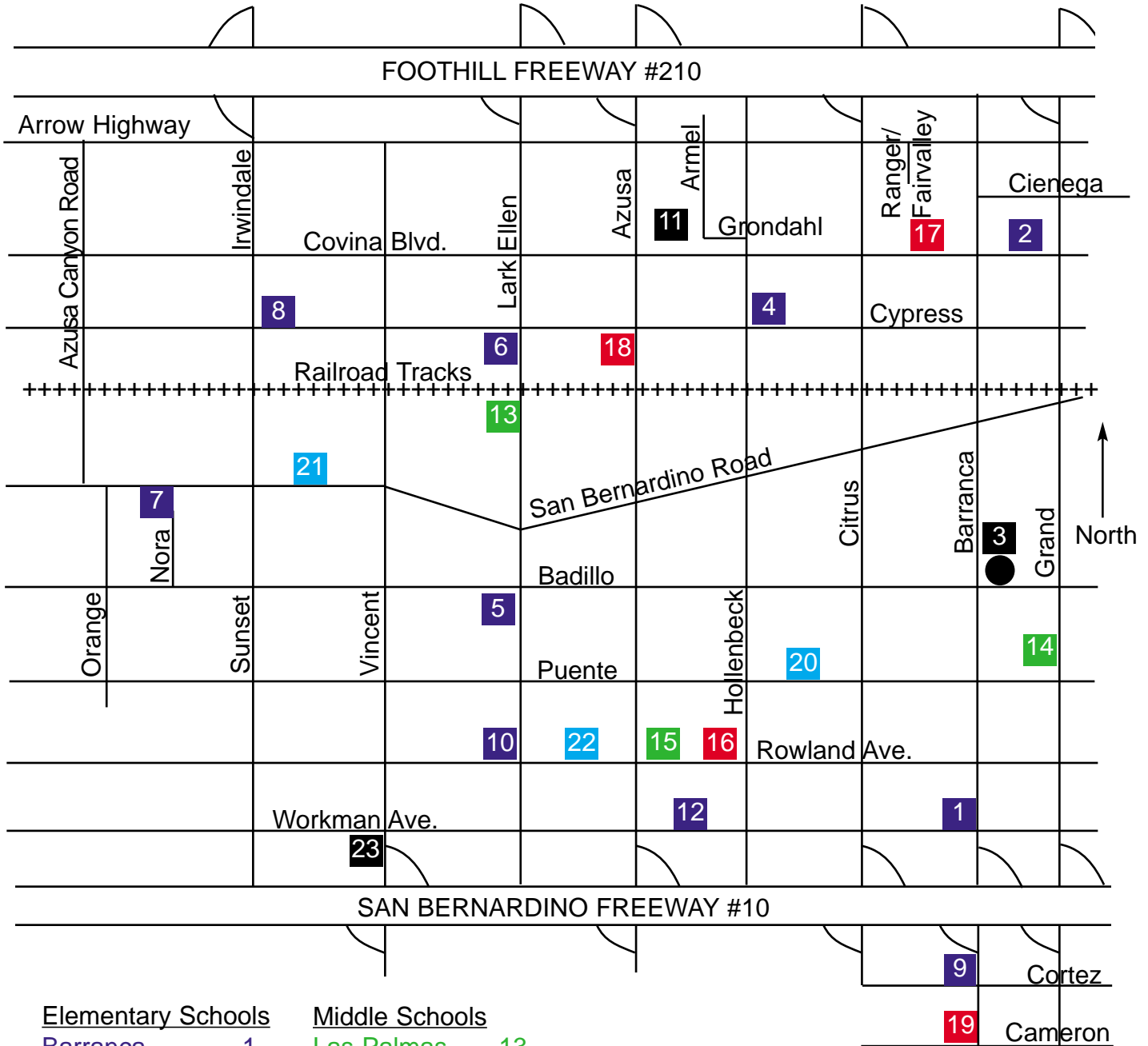
Title

Title



Attachment A

Covina-Valley Unified School District



Elementary Schools

- Barranca 1
- Ben Lomond 2
- Cypress 4
- Grovecenter 5
- Lark Ellen 6
- Manzanita 7
- Merwin 8
- Mesa 9
- Rowland Ave. 10
- Workman Ave. 12

Middle Schools

- Las Palmas 13
- Sierra Vista 14
- Traweek 15

High Schools

- Covina High 16
- Fairvalley/Ranger 17
- Northview 18
- South Hills 19

Adult Education

- Business Center 20
- Griswold Center 21
- Pioneer Center 22

- Children's Center 23
- Covina Education Center 3
- Valencia Education Center 11

● Administrative Offices

**Attachment B
Covina-Valley Unified School District
School Calendar for 2014-15 (revised)**

Aug 2014				
M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

September 2014				
M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

October 2014				
M	T	W	TH	F
		1	2	3
*6	*7	*8	*9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

November 2014				
M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	*20	21
24	25	26	27	28

December 2014				
M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	*19
22	23	24	25	26
29	30	31		

January 2015				
M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	+21	+22	+23*
26	27	28	29	30

February 2015				
M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27

March 2015				
M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

April 2015				
M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

May 2015				
M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

June 2015				
M	T	W	TH	F
1	2	3	4	5
8	+9	+10	+11	*12

Instructional Days Taught			
Sch. Month	K-5	6-8	9-12
8/25-9/19	18	18	18
9/22-10/17	19	18	19
10/20-11/14	18	18	18
11/17-12/12	14	15	15
12/15-1/9	10	10	10
1/12-2/6	19	19	19
2/9-3/6	18	18	18
3/9-4/3	15	15	15
4/6-5/1	20	20	20
5/4-5/29	19	19	19
6/1-6/12	10	10	9
Totals	180	180	180

Holidays for 2014-15

- Sep 1 Labor Day
- Nov 11 Veterans' Day
- Nov 27 Thanksgiving Day
- Nov 28 Local Holiday
- Dec 25 Christmas Day
- Jan 1 New Year's Day
- Jan 19 Martin Luther King Day
- Feb 9 Local Holiday
- Feb 16 President's Day
- May 25 Memorial Day

Winter Break

December 22, 2014-January 2, 2015
(District Office closed)

Spring Break

March 30 - April 3, 2015

Student Holiday/Minimum Day

- Aug 29 - K-12 Student Holiday
- Oct 6-9 - 6-8 Minimum Days*
- Oct 10 - 6-8 Student Holiday
- Oct 17 - K-12 Student Holiday
- Nov 10 - K-12 Student Holiday
- Nov 20 - K-5 Minimum Day*
- Nov 21 - K-5 Student Holiday
- Nov 24-26 - K-12 Student Holidays
- Dec 19 - K-12 Minimum Day
- Jan 21-23 - 9-12 Minimum Days+
- Jan 23 - 6-8 Minimum Day*
- June 9-11 - 9-12 Minimum Day+
- June 12 - 9-12 Student Holiday

* = Minimum Day/Parent Conferences
+ = Exam Schedule

Teacher Workyear

August 21, 2014 - June 12, 2015
(184 days)

K-8 School Year

August 25, 2014 - June 12, 2015

9-12 School Year

August 25, 2014 - June 11, 2015

K-5 Grading Periods

August 25, 2014 - November 7, 2014

November 12, 2014 - March 6, 2015

March 9, 2015 - June 12, 2015

6-8 Grading Periods

August 25, 2014 - October 24, 2014

October 27, 2014 - January 23, 2015

January 26, 2015 - March 27, 2015

April 6, 2015 - June 12, 2015

9-12 Grading Periods

First Semester

August 25, 2014 - January 23, 2015

Second Semester

January 26, 2015 - June 11, 2015

Note: Employee Holidays may differ from student holidays. A list of employee holidays is available in the Personnel Office.

Attachment C
Current Waste Pick-Up Locations Service Level

SCHOOL NAME	SCHOOL ADDRESS	BIN SIZE	BIN QTY	P/U PER WEEK
Barranca Elementary School	727 S. Barranca, Covina, 91723	3 YD	1	5 x WEEK
Ben Lomond Elementary School	621 E. Covina Blvd., Covina, 91722	3 YD	1	5 x WEEK
Cypress Elementary School	351 W. Cypress St., Covina, 91723	3 YD	1	5 x WEEK
Grovecenter Elementary School	775 N. Lark Ellen, Covina, 91722	3 YD	1	5 x WEEK
Lark Ellen Elementary School	4555 N. Lark Ellen, Covina, 91722	3 YD	1	5 x WEEK
Manzanita Elementary School	4131 N. Nora Ave., Covina, 91722	3 YD	1	3 x WEEK
Merwin Elementary School	16125 Cypress St., Irwindale, 91706	3 YD	1	5 x WEEK
Mesa Elementary School	409 S. Barranca St., West Covina, 91791	3 YD	1	5 x WEEK
Rowland Elementary School	1355 E. Rowland Ave., West Covina, 91790	3 YD	1	5 x WEEK
Workman Elementary School	1941 E. Workman Ave., West Covina, 91791	3 YD	1	5 x WEEK
Vincent Children's Center	1024 W. Workman Ave., West Covina, 91790	3 YD	2	3 x WEEK
Las Palmas Middle School	641 N. Lark Ellen, Covina, 91722	3 YD	2	5 x WEEK
Sierra Vista Middle School	777 Puente Ave., Covina, 91723	3 YD	3	5 x WEEK
Traweek Middle School	1941 E. Rowland, West Covina, 91791	3 YD	3	5 x WEEK
Covina High School	463 S. Hollenbeck, Covina, 91723	3 YD	4	5 x WEEK
Fairvalley High School	231 E. Stephanie Dr., Covina, 91722	3 YD	2	3 x WEEK
Northview High School	1016 W. Cypress St., Covina, 91722	3 YD	3	5 x WEEK
South Hills High School	645 S. Barranca St., West Covina, 91791	3 YD	3	5 x WEEK
Adult Ed. Business Center	342 S. Fourth Ave., Covina, 91723	3 YD	1	2 x WEEK
Covina Ed. Center	160 N. Barranca Ave., Covina, 91723	3 YD	1	5 x WEEK
Griswold Ed. Center	16209 E. San Bernardino Rd., Covina, 91722	3 YD	1	3 x WEEK
Pioneer Ed. Center	1651 E. Rowland Ave., West Covina, 91791	3 YD	1	5 x WEEK
Valencia Ed. Center	758 W. Grondahl St., Covina, 91722	3 YD	1	2 x WEEK
Temp. Photo Center	252 W. Puente St., Covina, 91723	3 YD	1	2 x WEEK
New Photo Center	4400 N. Roxburg, Covina,	3 YD	1	2 x WEEK
Trade Center	231 E. Stephanie Dr., Covina, 91722	3 YD	1	2 x WEEK
District Office Complex	519 E. Badillo St., Covina, 91723	3 YD	3	5 x WEEK

*

**

* Current Temporary Site Ending Approximately 12/31/14

** New Site Beginning Approximately 1/1/15

ATTACHMENT D

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 states as follows:

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

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, 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 his or her employees.

(c) For any county, city, city and county, municipal corporation, public district, 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 Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the Work of the Contract. If CONTRACTOR is a corporation, this Certification shall be executed by either the chairman of the board, president, or vice president, and if a different individual, also by the secretary, chief financial officer, or assistant treasurer. See Section 4 of Information for Bidders for additional information.

In signing below, CONTRACTOR covenants that it has complied with the signature requirements described in Paragraph 4 of the Information for Bidders.

[Signatures follow on next page]

(Proper Name of Contractor)

By: _____

(Signature of Authorized Signor)

(Title of Signor)

By: _____

(Signature of Authorized Signor)

(Title of Signor)

(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 filed with the awarding body prior to performing any work under the Contract.)

ATTACHMENT E
FINGERPRINTING CERTIFICATE

CONTRACTOR CERTIFICATION

With respect to the agreement dated _____ 20__, by and between Covina-Valley Unified School District ("District") and _____ ("Contractor") for the provision of solid waste management and recycling services, Contractor hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Contractor's Representative

Date

CONTRACTOR EXEMPTION

Pursuant to Education Code section 45122.1, the Covina-Valley Unified School District ("District") has determined that _____ ("Contractor") is exempt from the criminal background check certification requirements for the agreement dated _____, 20__ by and between the District and Contractor ("Contract") because:

- The Contractor's employees will have limited contact with District students during the course of the Contract; or
- Emergency or exceptional circumstances exist.

District Official

Date

Attachment F

**DISTRICT-WIDE WASTE DISPOSAL SERVICE
AGREEMENT**



THIS DISTRICT-WIDE WASTE WASTE DISPOSAL AGREEMENT (the "Agreement"), made effective on January 1, 2015, in the County of Los Angeles, State of California, by and between the COVINA-VALLEY UNIFIED SCHOOL DISTRICT, hereinafter referred to as "DISTRICT" and _____, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

That DISTRICT and CONTRACTOR, for the consideration stated herein, agree as follows:

1. This Contract is entered into pursuant to a competitive bid process under District issued Bid 14-15-101 as amended.

2. **Contract:** The complete contract includes all of the contract documents, including the Bid (Bid 14-15-101 as amended), _____ bid dated November 6, 2014, Workers' Compensation Certificate, Fingerprinting Certificate, Insurance Policies, Specifications, this Agreement, and all modifications and amendments thereto, and by this reference are incorporated herein. The contract documents are complementary, and what is called for by any one shall be as binding as if called for by all.

3. **Terms and Conditions of Work:**

a. CONTRACTOR agrees to collect, haul away and to properly dispose of all trash and recycling materials, as needed, from the locations specified in the Bid, in accordance with the specifications and subject to the terms and conditions set forth in the contract documents.

b. CONTRACTOR agrees to furnish covered (hinged at the rear) metal, leak-proof containers (bins) of the type, size, and quantity specified in the Bid, and to maintain them in a state of good repair and cleanliness, in accordance with all applicable laws and rules and regulations of all government agencies, including the County of Los Angeles.

c. CONTRACTOR hereby agrees to steam clean, disinfect and deodorize the bins as often as necessary to maintain them in a sanitary condition. CONTRACTOR also agrees

to provide bin covers, replace lock bars and replace bins DISTRICT considers unsafe and unsanitary, within forty-eight (48) hours of DISTRICT's request.

d. CONTRACTOR shall perform the bin pick-ups under the Agreement during periods which would minimize any potential disruption or interference with any school activities. Collection at any site shall be at the same hour of the day on the same day of the week in each succeeding week, based on DISTRICT school schedule and as specified in the Bid.

e. DISTRICT will notify CONTRACTOR of DISTRICT's off-track schedule when pick-ups will be performed on an "as needed" basis.

f. In providing the services under the Agreement, including the equipment to be used and the operation thereof, CONTRACTOR agrees to fully comply with DISTRICT and County of Los Angeles policies and regulations, all State of California and Federal laws, the rules and regulations of the California Highway Patrol, and other applicable ordinances.

g. CONTRACTOR shall secure, pay for, and maintain current during the entire term of the Agreement all the necessary licenses, permits, fees, and taxes, which may be required by city, county, state and federal government or agencies for the performance of the services under this Agreement.

h. CONTRACTOR hereby certifies that all truck drivers performing services under this Agreement are fully licensed as required by state law.

4. **Term:** The Agreement shall be for an initial one (1) year term followed by four (4) one-year option terms, exercisable at the sole discretion of DISTRICT, for a maximum term of five (5) years, under the same terms and conditions, except for revisions to the fees as provided herein. The initial term of the Agreement shall commence on January 1, 2015 and, unless sooner terminated as specified herein, shall end on December 31, 2015. If DISTRICT decides to exercise one or more of the one-year option terms, such option shall be exercised by DISTRICT's issuance of a written extension thirty (30) days prior to the expiration of the initial term or expiration of the one-year option term, as applicable.

5. **Rates:**

a. The fee schedule for the waste management and recycling services under this Agreement shall be as specified in the CONTRACTOR's submitted Bid.

6. **Annual Rate Adjustment:** If DISTRICT decides to exercise one or more of the one-year option terms, for each option term, the fee schedule will be adjusted to reflect the annual percentage change of a maximum equal to the April Consumer Price Index (CPI) for Los Angeles/Orange Counties per contract term may be negotiated subject to existing market conditions. In the event of a general price decrease the District reserves the right to revoke and bid award unless the decrease is passed on the District. The Contractor shall provide proof and documentation justifying request for rate increases. CONTRACTOR shall notify DISTRICT thirty (30) days in advance of any rate change.

7. **Invoice Statement and Payment:**

a. At the end of each month, CONTRACTOR shall submit to DISTRICT's Accounts Payable Department:

i. An itemized and detailed statement specifying the schools and sites serviced and the number and dates of pick-ups per week; and

ii. Two (2) copies of each itemized and detailed invoice for each school and site specifying the applicable District purchase order number.

b. Special pick-ups shall be invoiced separately and invoices for such pick-ups shall include the date, location, number of special pick-ups, number of bins picked up, applicable rates, and total amount due.

c. DISTRICT shall pay undisputed invoices within thirty (30) days of receipt of each invoice. The payments will be made in arrears throughout the term of the Agreement and in accordance with the fees specified in this Agreement. The invoices shall reflect the following, as applicable:

i. Deductions for pick-up service missed and not made up by CONTRACTOR within twenty-four (24) hours of the scheduled pick-up time;

ii. Adjustments for reductions or increases in the number of pick-ups for each bin as amended by DISTRICT with 24-hour notice to CONTRACTOR; and

iii. Prorations for pick-ups during the off-track schedule.

8. **Independent Contractor:** CONTRACTOR is, and shall at all times be deemed to be an independent contractor. Nothing herein contained shall be construed as creating a relationship of employer and employee, or principal and agent, between DISTRICT and CONTRACTOR or any of CONTRACTOR's employees or agents. CONTRACTOR shall assume exclusively the responsibility for the acts of its employees and agents as they relate to services to be provided during the course and scope of their employment. CONTRACTOR, its employees and agents, shall not be entitled to any rights and/or privileges of DISTRICT's employees and shall not be considered in any manner to be DISTRICT's employees.

9. **Damage and Repairs:** CONTRACTOR shall be fully responsible for any damage to school property, buildings, structures, or grounds as a result of its operations. Should CONTRACTOR fail to make the necessary repairs promptly and to the satisfaction of DISTRICT, DISTRICT may have the repairs made and invoice CONTRACTOR or deduct the cost of such repairs from payments due CONTRACTOR.

10. **Insurance:**

a. During the entire term of this Agreement, CONTRACTOR shall procure, pay for and keep in full force and effect, the following types of insurance:

i Comprehensive General Liability Insurance with respect to the services provided under this Agreement with coverage of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate. The insurance certificate shall name DISTRICT as an additional insured.

ii. Automobile insurance and liability insurance for death, bodily injury and property damage with coverage of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate.

iii. Worker's compensation insurance for CONTRACTOR's employees and agents as required by law.

b. The required policies of insurance shall be carried with responsible and solvent insurance companies authorized to do business in the State of California. True and correct copies of all certificates of insurance reflecting the required coverage shall be provided to DISTRICT prior to performing any services under this Agreement. CONTRACTOR agrees that it shall not cancel or change the coverage provided by the policies of insurance without first giving DISTRICT's Administrative Director of Contracts, Procurement, Negotiations & Legal, thirty (30) days prior written notice. Should any such policy of insurance be cancelled or changed, CONTRACTOR agrees to immediately provide DISTRICT with true and correct copies of all new or revised certificates of insurance.

11. **Indemnification:** CONTRACTOR shall indemnify and hold harmless DISTRICT, its Board of Education, officers, employees, and agents from any and all claims, demands, losses, liability for injury to or death of any person, damage to any property, suits or judgments to which DISTRICT and/or CONTRACTOR may be subjected, including expenses of litigation, court costs, penalties, and attorney's fees and other fees whatsoever of any kind or nature, arising out of or alleged to arise out of actions, omissions, errors or negligent acts of CONTRACTOR or its officers, employees, or any other agent acting pursuant to its control and performing under this Agreement. CONTRACTOR, however, shall not be required to indemnify for the acts of intentional misconduct or negligence by the party to be indemnified.

12. **Fingerprinting Certification:** Concurrent with the execution of this Agreement, CONTRACTOR and its subcontractors, if any, shall complete and execute a Fingerprinting Certification form certifying that CONTRACTOR has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with DISTRICT pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

13. **Default and Termination:** Should either party default in the performance of or breach any covenant, condition, or restriction of this Agreement herein provided to be kept or performed by such party, and should such default or breach continue uncured for a period of ten

(10) days from and after written notice thereof, the non-breaching party may, at its option, terminate this Agreement by giving the other party written notice thereof.

14. **Amendments:** No modification or revision shall be of any force or effect, unless the same is in writing and executed by the parties hereto.

15. **Assignment:** This Agreement or any interest of CONTRACTOR herein shall not at any time after the date hereof, be assigned or transferred by CONTRACTOR, without the prior written consent of DISTRICT. The parties shall at all times remain liable for the performance of the covenants and conditions to be performed pursuant to this Agreement, notwithstanding any assignment or transfer which may be made.

16. **Severability:** If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

17. **Notices:** All notices, statements, demands, requests, consents, approvals, authorizations, appointments or designations hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party, if sent by confirmed facsimile transmission or United States registered mail, return receipt requested, postage prepaid and addressed as follows:

CONTRACTOR:

Attn: _____

Phone _____ fax _____

DISTRICT:

Covina-Valley Unified School District
519 E. Badillo Street
Covina, CA 91723
Attn: Robin Harbert
Purchasing Supervisor
626.974.7600 ext. 2128 – 626.974-7032 (fax)

Either party may change its address or contact person by giving notice to the other party.

18. **State Audit:** Pursuant to and in accordance with the provisions of Government Code section 8546.7, or any amendments thereto, all books, records and files of DISTRICT and CONTRACTOR, or any subcontractor connected with the performance of this Agreement, involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to, the administration thereof, shall be subject to the examination and audit of the State Auditor, at the request of DISTRICT or as part of any audit of DISTRICT, for a period of three (3) years after final payment is made under this Agreement. CONTRACTOR shall preserve and cause to be preserved such books, records and files for the audit period.

19. **Signature:** This Agreement must be signed in the name of CONTRACTOR and must bear the signature of the person or persons duly authorized to sign the Agreement. If CONTRACTOR is a corporation, the legal name of the corporation shall first be set forth, together with either: (1) two signatures: one from among the chairman of the board, president or any vice president (collectively, the "Operational Officers") and one from among the secretary, any assistant secretary, chief financial officer, or any assistant treasurer (collectively, the "Financial Officials"); or (2) one signature, provided that the corporate officer holds at least one office as an Operational Officer and one office as a Financial Officer for the corporation; or (3) one signature of an officer or agent, provided that a properly executed corporate resolution authorizing such person to sign on behalf of and bind the corporation is submitted with the Agreement. Such document shall include the title of the signatory below the signature and shall bear the corporate seal. If CONTRACTOR is a joint venture or partnership, there shall be submitted with the Agreement, certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and the individual who shall act in all matters relative to the Agreement for the joint venture or partnership.

20. **Entire Agreement and Termination of All Prior Agreements:** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. Any and all previous agreements and understandings, whether oral or written, between the parties, including purchase orders, are hereby terminated and cancelled in their entirety and are superseded by this Agreement.

21. **Waiver:** The failure of either party to insist upon strict performance of any of the terms, conditions or covenants in this Agreement shall not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions or covenants contained herein.

21. **Counterparts:** This Agreement may be executed in three (3) or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one in the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as indicated below.

District:
COVINA-VALLEY UNIFIED SCHOOL
DISTRICT

Contractor:

By: _____

By: _____

Name: Jennifer Root

Name: _____

Title: CBO

Title: _____

Date: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Attachments:

- Bid 14-15-101 District-Wide Waste Disposal Service
- Awarded Bid
- Attachment D – Workers’ Compensation Certificate Exhibit
- Attachment E – Fingerprinting Certificate