



GLENDALE UNIFIED SCHOOL DISTRICT

REQUEST FOR PROPOSAL - RFP P-66-17/18

KITCHEN HOOD CLEANING SERVICES

Mandatory Conference: None Required

Proposal Due Date: August 7, 2017 11:00 AM
Glendale Unified School District
223 N. Jackson Street, Room 305
Glendale, CA 91206

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Terms and Conditions

A. Overview

The Glendale Unified School District (“GUSD,” “District,” or “Owner”), acting by and through its Governing Board, is seeking competitive proposals for **KITCHEN HOOD CLEANING SERVICES**.

The primary point of contact for this RFP is Gioconda Padilla, Director, Procurement & Contract Services. Proposals in response to this RFP are due by 11:00 AM (Pacific Time) on August 7, 2017, at: Glendale Unified School District, Procurement & Contract Services, 223 N. Jackston Street, Room 305, Glendale, CA 91206. Respondents are required to submit one (1) original and one (1) digital format (i.e. flash/pen/thumb drive) of the proposal to the District. The original should be bound, but contained together within one (1) sealed envelope or container. The envelope or container must be clearly labeled and include the: Contractor Name, Address, Phone number, as well as the RFP number.

B. Reference to Negotiation

A proposal to any specific requirement of the Request for Proposal with terms such as “negotiable,” “will negotiate,” or similar, will be considered non-responsive to that specific item and may render the entire proposal non-responsive and subject to rejection.

C. Use of District Documents

Proposals must be submitted on forms or in the format provided by the District. No alteration to the District forms will be permitted, including substitutions, additions, deletions or interlineations without the written consent of the District, which may be given or withheld in its sole and absolute discretion. Reproduction of District documents is permitted, so long as reproduced copies are exactly identical in size, format and content as the forms prepared by the District. Any proposal submitted in altered form may result in rejection of such proposal at the option of the District.

D. Inspection of Documents

1. Each Contractor receiving forms prepared by the District is responsible for inspection of District documents for missing or illegible pages or other indication of incomplete information provided to the Contractor.
2. The failure or neglect of any Contractor to receive or examine any contract document, form, instrument, addendum, or other document shall in no way relieve any Contractor from obligations with respect to his or her proposal. The submission of a proposal shall be taken as prima facie evidence of compliance with this section.
3. Receipt of addenda to the proposal documents by a Contractor must be acknowledged on the proposal before the time proposals are due.

E. Contract Term

Contract Term – The minimum contract term is from October 1, 2017, through September 30, 2018. Thereafter, the contract may be extended upon mutual consent for four (4) additional years in

accordance with provisions contained in the Education Code, Sections 17596, and may not exceed five (5) years as the total life of the contract.

F. Scope of Work and Requirements

The successful bidder will include comprehensive pricing for the cleaning of grease exhaust systems in the cafeteria kitchens in the Glendale Unified School District. The District may award a contracts to multiple Contractors.

The work shall be performed in accordance with certified procedures, including additional power washing as needed at any school location as well as replacement of exhaust filters approved by NFPA.

G. Proposal Content and Format

In addition to returning the mandatory forms the Contractor should also submit one (1) original and one (1) digital format (i.e. flash/pen drive) of the proposal following the guidelines listed below:

1. Narrative

The bidder will include with their proposal a written narrative that **should not exceed 10 pages** (excluding forms, contract, financial statements, samples), detailing at a minimum::

- i. Corporate Profile: This section should include a brief overview of the company's history and current financial status and related documents such as brochures, financial statements, SEC 10Q/Ks, and other standard information. (Financial documents will be kept secured and not subject to public information.)
- ii. The means and methodology of the proposed service offering, including a description with a sample timeline of tasks and milestones for each cafeteria.
- iii. A description of the bidder's billing process and sample invoice.

2. Pricing Procedure

The bidder shall submit pricing on the provided "**Proposal Form**" and **Exhibit A**, detailing annual cleaning of grease exhaust systems for:

- Balboa Elementary
- Cerritos Elementary
- College View School 375.00
- Columbus Elementary
- Dunsmore Elementary
- Edison Elementary
- Franklin Elementary
- Fremont Elementary
- Glenoaks Elementary
- Jefferson Elementary
- La Crescenta Elementary
- Lincoln Elementary
- Mann Elementary
- Marshall Elementary
- Monte Vista Elementary
- Mountain Avenue Elementary
- Muir Elementary
- R. D. White Elementary
- Roosevelt Middle School
- Rosemont Middle School
- Toll / Keppel Elementary
- Valley View Elementary

- Verdugo Woodlands Elementary
- Wilson Middle School

Quarterly (90 Days) Cleaning Of Grease Exhaust Systems

- Clark Magnet High School
- Crescenta Valley High School
- Glendale High School
- Hoover High School

Monthly Cleaning Of Grease Exhaust Systems BBQ Pits

- Clark Magnet High School
- Crescenta Valley High School
- Glendale High School
- Hoover High School

3. References

- The bidder shall complete and include the attached “Contractor References and Responsibility Form” as a part of their proposal. Bidder shall also include a minimum of five (5) references specifically from a K-12 school district that demonstrate their ability to provide the services requested in this RFP.

4. Qualifications

- i. The bidder must have been in business at least five (5) years providing kitchen hood cleaning services.
- ii. The bidder shall submit proposals with all necessary evidence showing their financial resources, experience in the type of work being required by the District, organization available for the performance of the work, and any other required evidence of qualifications to perform. The District shall consider such evidence before making its award decision. Failure to submit adequate evidence of the Contractor’s responsibility to perform may result in rejection of the proposal:
 - a. **License and/or certification based on California Fire Code 2016, NFPA 96, (CHDCA, IKECA, etc.)**
 - b. **California State License Board**
 - c. **Department of Industrial Relations Registration**

5. Service Agreement

The bidder will include one (1) signed and dated original of the District’s Service Agreement included in this RFP.

6. Mandatory Forms (Certificates and Certification Documents)

In addition to the items outlined above (Section J, 1 through 5), this section should include the following additional required forms contained in this RFP document.

- Non-Collusion Statement
- Worker's Compensation Certification
- Criminal Background Investigation/Fingerprint Certification
- Service Agreement
- Proposal Form and Exhibit A
- Contractor References and Responsibility Information
- Certifications and License

H. Evaluation and Award of Contract

The award of a contract, if made by the District, will be based on the District's assessment of qualifications and desirability of the Contractors.

1. 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. The remaining proposals will be evaluated using the following criteria, which are not listed in any order of weight or priority. All data and information in the written proposal will be subject to verification.

Selection Criteria	Weight
Price of Eligible Goods & Services	50%
Prior Experience with Glendale Unified School District and/or References	20%
Certifications / Licenses	20%
Company Experience, Background, Financial Health	10%
Total	100%

2. Without limiting the foregoing, such procedures may include review of proposals and interviews of one or more Contractors by a review and selection committee composed of any of the Districts employees, officials of other public agencies, consultants, community members and/or others.
3. The District reserves the right to request additional information and/or clarifications from any or all Contractors that respond to this RFP.

I. Rejection of Proposal and Waiver of Irregularities

The District reserves the right to reject any or all proposals and to waive any immaterial irregularities in the proposal process or any proposal. The District also reserves the right to select any proposal which the District believes is in the best interest of the District which may not provide the lowest price(s) submitted.

The right is reserved, as the interests of the District may require, to revise or amend the proposal documents prior to the date set for opening proposals. Such revisions and amendments, if any, will be announced by an addendum or addenda to this Request for Proposals. If the revisions and amendments are of a nature which require material changes in quantities or prices proposed or both, the date set for the opening of the proposals may be postponed by such number of days as in the opinion of the District will enable Contractors to revise their proposals to account for such changes. In such cases, the addendum will include an announcement of the new date for opening proposals.

J. Erasures or Corrections to Entries

The proposal documents submitted must not contain any erasures, strikeouts or other corrections of entries that impair accurate interpretation of the entry and/or understanding of the proposal.

If correction of an unintended entry is desired such correction must be clear and legible and clearly authenticated by initials of the person signing the proposal. Unclear or unauthenticated corrections may result in rejection of the proposal at the option of the District.

K. Withdrawal or Amendment of Submitted Proposal

1. Any proposal that has been submitted may be withdrawn prior to the scheduled time for opening of proposals. A request to withdraw a proposal must be in writing and received by the District prior to the scheduled time for opening of proposals.
2. No amendment, addendum or modification will be accepted after the proposal has been submitted to the District. If a change to a proposal that has been submitted is desired, the submitted proposal must be withdrawn and the replacement proposal submitted to the District prior to the time for opening of proposals.
3. No Contractor may submit more than one proposal.
4. After the scheduled time for opening of proposals, these proposals may not be withdrawn for ninety (90) days.

L. Obtaining Information

1. Outside sources. The District reserves the right to obtain from any and all sources information concerning a Contractor which the District deems pertinent to this Request for Proposal and to consider such information in evaluating the Contractor's proposal.
2. Inspections. Upon reasonable notice to the Contractor, the District reserves the right to make on-site inspections of the Contractor's installations and any proposed permitted assignee's (as provided in the Agreement) facilities which the District deems pertinent and necessary to evaluate the Contractor's proposal and to consider any information received from such inspection in evaluating the Contractor's proposal.

M. Proposal Costs

The District shall not be liable for any cost incurred by a Contractor in the preparation or delivery of its response to the Request for Proposal or for any other costs incurred because of this Request for Proposal.

N. Proposal Disclosure

1. All proposals received shall remain confidential until a contract resulting from this Request for Proposal is signed by the District and the apparent successful Contractor; thereafter the proposals shall be deemed public records. In the event that a Contractor desires to have portions of its proposal remain confidential, it is incumbent upon the Contractor to identify those portions in its transmittal letter deposited with the proposal package. The transmittal letter must identify the page, the particular exemption(s) from disclosure and the contended justification for exemption upon which it is making its claim. Each page, or part thereof, claimed to be confidential must be clearly identified by the word "confidential" printed on the lower right hand corner of the page.
2. The District will consider a Contractor's request(s) for confidentiality; however, the District will not be bound by the assertion that a page contains confidential material. An assertion by a Contractor that an entire volume of its proposal is confidential will not be honored. The District reserves the right to disclose all information in the proposal, even if the Contractor requests that it remain confidential, if the District determines that disclosure is not prohibited by law or court order.
3. Until a contract resulting from this Request for Proposal is executed, no employee, agent or representative of any Contractor shall make available or discuss its proposal with the press, any elected or appointed official or officer of the District, or any employee, agent, or other representative of the District, unless specifically allowed to do so in the Request for Proposal or in writing by the District for the purposes of clarification and evaluation.
4. Contractors shall not issue any news release(s) or make any statement to the news media pertaining to this Request for Proposal or any proposal and/or contract or work resulting therefrom without the prior written approval of the District which may be given or withheld in its sole and absolute discretion and then only in cooperation with the District.

O. Data

The District provides information herein to assist Contractors in formulating their proposals. Although the District is providing this information in good faith, the District makes no warranty or representation about its accuracy, and the District does not intend any Contractor to rely solely on the accuracy of the information in submitting his/her proposal.

P. 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 proposal list.

Q. Patents

The Contractor shall hold the Glendale 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 proposal.

R. Signatures

All proposals must show the firm name and must be signed by a responsible officer or employee fully

authorized to bind the organization to the terms and conditions herein. Obligations assumed by such signature must be fulfilled.

S. Cancellation for Insufficient or Non-Appropriated Funds

The Contractor hereby agrees and acknowledges that monies utilized by the District to purchase the services listed in this proposal are public money appropriated by the State of California, the Federal Government, or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this proposal at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds.

T. Payment Terms

Cash discounts of twenty (20) days or more are acceptable. Cash discounts of less than 20 days are not acceptable and will be considered as net 30 days. Net payments are normally paid within 30 days.

U. Insurance Provided By Contractor

The Contractor shall provide and maintain the following insurance coverage amounts, naming the Glendale School District as Additional Insured by Endorsement, 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	\$3,000,000
Automobile Liability Insurance	\$1,000,000

Contractor, upon execution of this contract and periodically thereafter upon request, shall furnish the District with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10)-day non-renewal/cancellation notice provision.

V. General Requirements

1. All Contractors are required to comply with Labor Code Section 3700. This section mandates that employers in the State must have Worker’s Compensation Insurance that covers every employee. The Worker’s Compensation Certificate included in this proposal must be completed and returned with the submittal.
2. All Contractors must comply with California Education Code sections 45122 through 45125.5. Every employee who will work at any site within GUSD must be fingerprinted by a law enforcement agency and pass a criminal background check conducted by the DOJ. The district has provided a certificate of understanding that must be returned with this RFP submittal.
3. Antidiscrimination: District programs, activities, practices shall be free from discrimination based on race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status,

physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Contractor agrees to require like compliance by all of its subcontractor(s).

W. Hold Harmless

The successful Contractor agrees to defend and hold harmless the District, its Governing Board, officers, directors, agents, employees, and independent contractors, individually and collectively, from and against all costs, expenses, losses, claims, demands, suits actions, payments, judgments (including legal and attorney fees), or other liabilities of any nature, arising from death, personal or bodily injuries, property damage or otherwise, however caused, brought or recovered against any of the above-named persons that (a) occur in connection with the performance of the professional services set forth herein by the successful Contractor or any of its officers, employees, agents, or subcontractors; or (b) arise from any act, omission, or breach by the successful Contractor or any of its officers, employees, agents, or subcontractors in connection with the professional services set forth herein. The successful Contractor further agrees to provide a Certificate of Insurance for liability coverage and limits acceptable to the District.

X. Performance

If in the opinion of the District, the Contractor at any time during the period of the Contract, fails to properly and satisfactorily perform the service/provide the product(s) called for in the Contract, or otherwise fails or neglects to comply with the terms of the Contract, the District may make arrangements elsewhere for the material/service, or any part thereof, and hold the Contractor responsible for re-procurement costs incurred by the District.

It is specifically provided and agreed that time shall be of the essence in regard to the Contract performance requirement. Unacceptable performance may include but not limited to: late/non deliveries, partial deliveries, delivery of wrong material, products not meeting specification, giving wrong prices, invoicing problems, etc.

Y. Termination For Convenience

This agreement may be terminated by District for any or no reason at any time during the term of this agreement by giving thirty- (30) day written notice to the Contractor. Said notice shall be in writing, shall state the date of the proposed termination (which shall in no event be earlier than twenty-four (24) hours from the time of delivery of such notice) and shall be delivered to the addresses listed for the Contractor in this Agreement. In such event, this agreement shall terminate on the termination date set forth in the termination notice. District shall pay to the Contractor all amounts earned and invoiced by the Contractor up to the termination date (subject to the District's offset rights set forth in this Agreement) and the parties shall thereafter be released from all further obligations and liabilities under this Agreement, except to the extent that any such obligations or liabilities expressly survive the termination of this agreement.

Z. False Claims Act.

Contractor expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the

District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

AA. Written Inquiries Deadline – Addenda

Questions or suggestions about this Invitation shall be in writing and delivered by mail, by facsimile, email, or in person no later than **July 28, 2017, by 8:00 AM**, and delivered to: Gioconda Padilla, Director, Procurement & Contract Services, Glendale Unified School District, 223 N. Jackson Street, Room 305, Glendale, CA 91206; fax: 818.247.8254; email: gpadilla@gusd.net.

END OF SECTION

PROPOSAL FORM

Request For Proposal – RFP P-66-17/18 KITCHEN HOOD CLEANING SERVICES

TO: GLENDALE UNIFIED SCHOOL DISTRICT
223 N. JACKSON STREET
GLENDALE, CA 91206
Attention: Gioconda Padilla, Director, Procurement & Contract Services

Date _____

Submitted By: _____

Bidder's Name

Bidder's Address

Telephone

Fax

Having examined the proposal documents for the KITCHEN HOOD CLEANING SERVICES for the GLENDALE UNIFIED SCHOOL DISTRICT and having inspected the sites of/and the conditions affecting and governing the services of said services, the undersigned Bidder hereby proposes to furnish all labor and materials, supervision, coordination, transportation, services and equipment required to provide the KITCHEN HOOD CLEANING SERVICES:

ATTACH APPENDIX A

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

No. ____, Dated _____	No. ____, Dated _____
No. ____, Dated _____	No. ____, Dated _____
<input type="checkbox"/> Or check here if no addenda were issued.	

Additional Information:

Notices. All notices or other correspondence shall be addressed to the District and the Bidder at their respective addresses set forth herein. Notices shall be effective only if in writing and in conformity with the requirements for service of notices set forth in the Contract Documents.

Confirmation of Figures. By submitting this 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 Proposal.

Acknowledgment and Confirmation. The undersigned Bidder acknowledges its receipt, review and understanding of the Specifications and other 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 and 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, 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 bid amount includes funds sufficient to allow the Bidder to comply with all applicable local, state and federal laws and regulations governing the labor 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.

Name of Company:

By:

Name of Authorized Officer or Agent:

Title:

Date:

(Corporate Seal)

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, pursuant to the Instruction for Bidders Section 1.03. All signatures must be made in permanent blue ink.*

All pages of the bid form, including **Appendix A must be completed and submitted with your proposal.**

APPENDIX A: Proposal



Certification Regarding Background Checks

(“Contractor”) certifies it performed one of the following:

[Name of contractor/consultant/Contractor]

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 Glendale Unified School District, pursuant to the contract/purchase order resulting from **RFP P-66-17/18 KITCHEN HOOD CLEANING SERVICES**, 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.

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

Name of Company:

By:

Name of Authorized Officer or Agent:

Title:

Date:

Non-Collusion Declaration

The undersigned declares:

I am the AUTHORIZED REPRESENTATIVE of _____, the party offering to provide the services set forth in this agreement (the "Offerer").

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

Any person executing this declaration on behalf of Offerer 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 Offerer.

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

Name of Company: _____

By: _____

Name of Authorized Officer or Agent: _____

Title: _____

Date: _____

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.

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.

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 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.

Name of Company:

By:

Name of Authorized Officer or Agent:

Title:

Date:

Contractor References And Responsibility Information

1. The District expressly reserves the right to reject the bid of any bidder who, upon investigation, has been determined to fail to complete similar contracts in a timely fashion or in a satisfactory manner. Such rejection would, if applicable, be based upon the principle that the bidder is "non-responsible" and poses a substantial risk of being unable to complete the work in a cost-effective, professional and timely manner.
2. In performing the above-described responsibility determination, the District reserves the right to utilize all possible sources of information in making its determination, including but not limited to, inquiries to regulatory state Boards and agencies; Dun and Bradstreet credit reports; inquiries to companies and public entities for which the Contractor has previously performed work; reference checks and examination of all public records; including, without limitation, qualifications and financial ability of proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to District's satisfaction.
3. The bidder must also demonstrate knowledge of school district industry services and should possess a working ability to perform similarly-sized services for a public agency. This knowledge and ability shall be shown by furnishing the names, current phone numbers, address, points of contact and scope of work of at least five (5) customers served within the past three (3) years with requirements similar to the needs of the Glendale Unified School District.

FAILURE TO FURNISH THE REFERENCES (*IN THE COMPLETE FORMAT REQUIRED*) MAY CAUSE YOUR PROPOSAL TO BE REJECTED AS NON-RESPONSIVE.

EXAMPLE: Your references should be listed in the following format (facts are example only)

- (a) Work for L.A. Unified School District
- (b) Phone # (213) 123-4567
- (c) 100 Hollywood Drive, L.A., CA 92000
- (d) Contact: John Smith at above #
- (e) Services for TUVXY High School consisted of....
- (f) July 1, 2014, through June 30, 2015
- (g) \$ 150,000

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	\$

4. Contractor Questionnaire: The Contractor shall furnish all the following information accurately and completely. Failure to comply with this requirement will render the proposal informal and may cause its rejection. Additional sheets may be attached if necessary. "You" or "Your" as used herein refers to the Contractor's firm and any of its owner, officers, directors, shareholders, parties or principals. District has discretion to request additional information. Omission of any material information is grounds for disqualification, or deeming a proposal to be non-responsive.
- a. Name of firm's license holder _____
 - b. Have you or any of your principals ever been licensed under a different license number? _____ Response must include information pertaining to principals' association outside of the firm. If yes, give name and license number. _____
 - c. Names and titles of all principals of the firm: _____

- d. Number of years as a Contractor in this type of work: _____
- e. Have you or any of your principals been assessed damages for any project in the past five years? Response must include information pertaining to principals' association outside of the firm submitting a proposal. _____
If yes, explain:

- f. Have you or any of your principals been in litigation or arbitration or dispute of any kind on a question or questions relating to a contract(s) during the past five years? Response must include information pertaining to principals' association outside of the firm submitting a proposal.

If yes, provide name of public agency/organization and details of the dispute:

- h. Have you or any of your principals ever failed to complete a contract in the last five years? Response must include information pertaining to principals' association outside of the firm submitting a proposal. _____
If so, give owner's name and details:

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing Contractor References and Responsibility Information is true and correct.

Executed this _____ day of _____, 20____, at _____, State of California

Contractor Name _____ Date: _____
Signed _____ Phone _____
Printed Name _____ Title _____
Street Address _____
City, State, Zip Code _____
Fax Number _____ Email: _____

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, if bidder is an individual, his signature shall be placed above.

All pages of this form must be completed and submitted with your proposal package.

Agreement

RFP No. P-66-17/18 – KITCHEN HOOD CLEANING SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 2017, by and between the Glendale Unified School District (hereinafter called the District) and _____ (hereinafter called the Contractor).

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows; and that the terms of **RFP No. P-66-17/18** are included as part of the agreement:

Contract Term: The minimum contract term is from October 1, 2017, through June 30, 2018. Thereafter, the contract may be extended upon mutual consent of the District and Bidder for four (4) additional years in accordance with provisions contained in the Education Code, Sections 17596, and may not exceed the total life of the contract of five (5) years.

Governing Law and Venue: This Agreement has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. Contractor agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment, and personnel engaged in operations covered by this Agreement, or occurring out of the performance of such operations.

Entire Agreement: The Agreement, including all sections of bid documents which are attached hereto and incorporated herein by this reference, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire Agreement between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid unless authorized by the District in writing.

Amendments: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on District unless authorized by the District in writing.

Delivery: Time of delivery of services is of the essence in this Agreement. The District reserves the right to refuse any services and to cancel all or any part of the descriptions or services that do not conform to the prescribed statement of work. Delivery shall not be deemed to be complete until all services have actually been received and accepted in writing by the District.

Payments: As per the terms of the proposal.

Warranty: Contractor expressly warrants that the services covered by this Agreement are fit for the particular purpose for which they are intended. Acceptance of the order shall constitute an

agreement upon Contractor's part to indemnify, defend and hold the District and its indemnities as identified in the Indemnification Provisions below, harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by the District by reason of the failure of the services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

Force Majeure Clause: The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

Assignment of Agreement: The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement or any part thereof, or any right title, or interest therein, funds to the received hereunder, or any power to execute the same without the consent in writing of the District.

Contact with students: Contractor will not permit any of its employees who perform services under this Agreement to come in contact with pupils or communicate with pupils. In the event Contractor fails to prevent its employees from having contact with pupils or communicating with pupils and injury results from failure to prohibit pupil contact or communication, Contractor shall defend, indemnify, protect, and hold the District, its agents, officers and employees harmless from and against any and all claims, demands, liability, judgments, awards, losses, injury damages, expenses, charges or costs of any kind or character to the District or to any person or property which arise from or are connected with or are caused or claim to be caused by Contractor's failure to prohibit its employees, subcontractors or agents from having pupil contact or communication. Any subcontractor hired by Contractor shall be subject to and shall comply with this section and it shall be the Contractor's responsibility to require compliance with this section. Contractor and subcontractor shall be jointly and severally liable for any injury that results from subcontractor's failure to comply with this provision. Based on the determination that neither Contractor nor any subcontractor of Contractor will have contact with pupils, no fingerprinting of Contractor or its agents, subcontractors or employees is required by this Agreement.

Severability: If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired, or invalidated in any way.

Attorney fees: In any action or proceeding to enforce or interpret any provision of this Agreement, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.

Correspondence: Any correspondence related to the terms, prices, and conditions of this Agreement must be directed to:

Gioconda Padilla, Director
Procurement & Contract Services
Glendale Unified School District
223 N. Jackson Street, Room 305
Glendale, CA 91206
Email: GPadilla@gusd.net

Delivery location: Delivery locations may not have loading docks. The Contractor is required to make all necessary arrangements for lift trucks or other means necessary to complete delivery. Inside delivery to secured facilities may be required.

Order dates: Orders may be placed during the term of the Agreement even if delivery may not be made until after the term of the Agreement. Order dates take precedence over delivery dates. The Contractor must clearly identify the order date on all invoices to the District.

Orders: The Contractor shall receive Purchase Orders from the District on an as-needed basis for items on this Agreement, subject to the terms, conditions, and pricing of the bid.

Warrant of authority: Each of the parties signing this agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

CONTRACTOR: _____

By: _____
Signature
_____ Title:
Print Name Date: _____, 2017

By: _____
Signature
_____ Title:
Print Name Date: _____, 2017

If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.

The first corporate officer signature must be one of the following: 1) Chairman of the Board; 2) the President; 3) any Vice President.

The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.

Alternatively, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company. (California Corporations Code Section 313)

GLENDALE UNIFIED SCHOOL DISTRICT

Date: _____, 2017

By: _____

Print Name: Stephen Dickinson
Print Title: Chief Business & Financial Officer

END OF RFP

