



**RFP#1920-10**  
**WASTE HAULING SERVICES**

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**Questions Due Date:**

February 28, 2020 @ 5:00 PM

**RFP Due Date:**

March 25, 2020 @ 2:00 PM

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**1.0. INTRODUCTION AND GENERAL PROVISIONS**

**1.01. Introduction and Background**

The North Orange County Community College District (District) is seeking a Waste Hauling Services provider for solid waste/debris collection, organics processing, recycling, and disposal services on a scheduled basis.

**1.02. North Orange County Community College District**

Encompassing approximately 155 square miles of Orange County, the North Orange County Community College District (District) is made up of the Anaheim Campus, Fullerton College, Cypress College, and the North Orange Continuing Education campuses, with the goal of providing quality educational programs to the nearly 56,000 enrolling students each term.

**1.03. Terms of Services**

The term of services shall be from receipt of a fully executed agreement **through June 30, 2023**, with the option of two additional one-year extensions at the sole discretion of the District.

**1.04. Withdrawal of Proposals**

A proposal package may be withdrawn after its submission by written request signed by the Proposer or authorized representative, prior to the time and date specified for proposal submission. Proposals may be withdrawn and resubmitted in the same manner if done so before the proposal submission deadline. Withdrawal or modification offered in any other manner will not be considered.

**1.05. Completion of Proposal**

Proposals shall be completed in all respects as required by the RFP provisions. A proposal may be rejected if conditional or incomplete. Proposals which contain false or misleading statements, or which provide references that do not support an attribute(s) or condition(s) claimed by the Proposer, may be rejected. All statements made by a Proposer shall also be without ambiguity and with adequate elaboration where necessary for clear understanding.

**1.06. Errors and Omissions**

In the event a Proposer believes this RFP solicitation is unfairly restrictive, ambiguous, contains conflicting provisions, or discrepancies, or omissions, or other errors, Proposer shall immediately notify the District of such concern in writing. Modifications of RFP requirements, if any, will be issued via written addenda posted to fiscal.

Failure by the Proposer to notify the District of any concern relating to the RFP requirements or any addenda prior to the proposal due date, will be deemed a waiver of the Proposer's right to protest the requirements of the RFP and Proposer shall bid project at their own risk.

Upon any subsequent award, the Proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

**1.07. Addenda**

The District may modify this Request for Proposal or any of its contents or attachments, prior to the date fixed for submission of proposals by issuance of an addendum. All addenda issued must be stated as received in the Cover Letter of the Proposal.

**1.08. Alternative Proposals**

Only one proposal consisting of separate technical and cost packages/envelopes, is allowed per Proposer. Multiple proposals will result in the rejection of all proposals submitted by the Proposer.

**1.09. Cost of Proposal**

Costs for developing proposals are entirely the responsibility of the Proposer and shall not be chargeable to the District.

**1.10. Rejection of Proposals**

The District reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received. The District's waiver of an immaterial defect shall in no way modify the RFP documents or excuse the Proposer from full compliance with the specifications if Proposer is awarded an Agreement. Proposals which include terms and conditions other than the District's terms and conditions, may be rejected as being non-responsive.

The District may make investigations as deemed necessary to determine the ability of the Proposer to perform the work, and the Proposer shall furnish all such information and data for this purpose as requested by the District.

The District reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy the District that such Proposer is properly qualified to carry out the obligations of the Agreement and to complete the work as specified.

**1.11. Cancellation of RFP**

This solicitation does not obligate the District, to enter into an Agreement. The District reserves the right to cancel this RFP at any time, for any reason deemed in the best interests of the District. No obligation either expressed or implied, exists on the part of the District to make an award or to pay any cost incurred in the preparation or submission of a proposal.

**1.12. Confidentiality and Disposition of Proposals**

Proposers are advised that the District is a public agency subject to public disclosure laws. All proposals submitted for consideration become the property of the District and information

contained therein shall become public documents subject to public disclosure laws upon authorization of a Contract resulting from this RFP.

Proposals received in response to this RFP shall be held in the strictest confidence until a Contract is authorized. Once a Contract has been authorized, the District reserves the right to make use of any information and/or ideas contained in the submitted proposal(s) except that which would legally qualify as confidential or proprietary data.

In the event that this RFP is cancelled, the District may elect to either return all proposals or to destroy all proposal documents, at its sole discretion.

**1.13. Non-Endorsement**

Once a proposal is accepted and an award is made, the successful Proposer shall not issue any news releases or other statements pertaining to the award or servicing of the agreement which state or imply District endorsement of Proposer's services.

**1.14. Non-Collusion Affidavit**

By signing the proposal Cover Letter, Proposer hereby certifies that: 1) the proposal is not made in the interest of, or on behalf of, any undisclosed party; 2) the proposal is genuine and not collusive, false, or sham; 3) the Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham proposal and has not directly or indirectly agreed with any Proposer or anyone else to submit a false or sham proposal, or to refrain from bidding; and 4) the Proposer has not in any manner, directly or indirectly, sought to fix any overhead, profit, or cost element of the RFP, or that of any other Proposer, or to secure any advantage against the public body awarding the Contract.

**1.15. Remedies for Non-Performance**

If in the opinion of the District, the awarded Proposer is non-compliant with contract specifications or demonstrates non-performance of a specific assignment or assignments as described in Section III, Scope of Work, the Proposer shall immediately remedy such non-performance upon notification by the District or be subject to termination.

**1.16. Insurance**

Without limiting the Contractor's indemnification of the District, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the indemnity and insurance coverage and provisions specified in Section D of the Services Agreement.

**1.17. Disputes**

The District encourages all Proposers to resolve issues regarding the requirements or the procurement process through written correspondence and discussions. The District wishes to foster cooperative relationships and to reach fair and objective resolutions in a timely manner. In the event a Proposer feels that the specifications and/or requirements may be

unfair or unreasonable, written notification must be submitted to the District Purchasing Department prior to the scheduled proposal submittal deadline.

**1.18. Protests**

Proposer's filing a protest must do so within Five ( 5 ) working days after Notice of Intent to Award is posted. The Proposer shall submit a full and complete written statement detailing the facts in support of the protest. Protests must be sent by certified or registered mail, or delivered in person to the Director, or designee, at the office of District Purchasing Department.

An impartial evaluator(s) selected by the campus shall perform a review of the protest. The evaluator shall review the merits and timeliness of the protest and submit a decision in writing within ten (10) working days. The decision will be sent via certified or registered mail, to the protesting firm. **THE DECISION OF THE DISTRICT IS FINAL.**

**1.19. Execution of Agreement**

An Agreement, if issued, shall be signed by the awarded Proposer and returned, along with the required attachments to the District within ten (10) calendar days from receipt of Agreement package. The period for execution may be changed by mutual agreement of the parties. Agreements are not effective until approved by the appropriate Board of Trustees. Any work performed prior to receipt of a fully executed Agreement shall be at the Proposer's own risk.

**1.20. Failure to Enter into Contract**

Once issued and forwarded by District, failure to return the appropriately authorized Contract package within the time frame agreed upon shall be sufficient cause for voiding the award by District. Failure of Awarded Proposer to comply with other requirements within the set time shall constitute failure to enter into the Contract. If the Awarded Proposer refuses or fails to enter into the Contract, the District may award to the subsequently ranked Proposer.

**1.21. Securities Exchange Act Compliance – Scrutinized Company**

PCC § 10490 establishes restrictions on contracting for certain goods and services relating to compliance with the Securities Exchange Act of 1934. The District will not accept proposals from nor will it contract with any company designated as a "scrutinized company," as defined under this statute and any related statutes, by the Federal Government for goods or services. By submitting a proposal, Proposer certifies that it is not a scrutinized company as defined therein. False certifications shall cause the proposal to be voided/rejected.

**1.22. Certificate of Compliance with Iran Contracting Act**

PCC sections 2202 et seq., the Iran Contracting Act of 2010, establish restrictions against contracting with any Proposer that provides/d specified levels of goods or services or other investment activities, as defined, in the energy sector of Iran. If Proposer is submitting a proposal in excess of \$1 million, Proposer certifies that it is not a financial institution extending credit to an ineligible vendor on the list published by the California Department of General

Services on the web site:  
<http://www.documents.dgs.ca.gov/pd/poliproc/Iran%20Contracting%20Act%20List.pdf> (PCC § 2204). The Act includes certain exceptions (PCC § 2203(c)).

**1.23. Darfur Contracting Act – Scrutinized Company**

PCC sections 10475 et seq., the Darfur Contracting Act of 2008, established restrictions against contracting with any Proposer conducting certain types of business in Sudan. The Act sets forth criteria to determine if a Proposer is a “scrutinized company” as defined therein and any such company would then be ineligible to bid on or submit a proposal for State contracts.

By submitting a proposal, a Proposer that has conducted business activities outside of the United States within the previous three years certifies either that Proposer is not a scrutinized company, as defined, or that Proposer has demonstrated that Proposer obtained permission under the statute (PCC § 10478, § 10477(b)). False certifications shall cause the proposal to be voided/rejected (PCC § 10479).

**1.24. Award of Contract**

An award, if any, will be made to the Proposer having the highest number of quality points awarded and the lowest cost in relation to quality points awarded at the end of the evaluation process as outlined in Section VIII, Proposal Evaluation Criteria.

A Contract, if issued, shall be signed by an authorized agent of the Awarded Proposer and returned, along with the required attachments, to the District within ten (10) calendar days from receipt of the Contract package. The period for return of the appropriately authorized Contract package may be modified by mutual agreement of the District and Awarded Proposer. Contracts are not effective until approved by the appropriate District official(s). Any billable work performed by Awarded Proposer prior to receipt of a fully authorized Contract shall be at the Awarded Proposer’s own risk.

**1.25. Disposition of the Proposals**

Proposals become the property of the District. The information contained in all Proposals shall be held confidential to the extent permitted by law. Proposals will become public upon execution of a Consultant Agreement with the successful Proposer. All materials, ideas, and formats submitted in response to this RFP will become the property of the District upon receipt and may be returned only at the District’s option.

**1.26. Commencement of Work**

Upon award of this contract, the District shall provide written notification to the Proposer by means of an Authorization to Proceed letter, accompanied by District purchase order document. No work shall commence until such written authorization has been duly executed.

**1.27. Payment**

Payment terms shall be “Net 30” from the date of acceptance of work or services, or the date of receipt of the invoice, whichever is later.

**1.28. Prevailing Wage**

Proposers are aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public work" and "maintenance" projects. The Proposer must agree to fully comply with and to require its consultants to fully comply with such Prevailing Wage Laws to the extent applicable. All project cost estimates shall include such consideration.

**2.0 SCHEDULE OF EVENTS**

<u><b>ACTION OR DEADLINE</b></u>	<u><b>Date</b></u>
Release of Request for Proposal (RFP)	February 4, 2020
Mandatory Job Walk	February 18, 2020 beginning at 8:00 AM Pacific Standard Time
Last Day to Submit Questions	February 28, 2020 5:00 PM Pacific Standard Time
Addendum Release	March 6, 2020
RFP Due Date	March 25, 2020 at 2:00 PM, Pacific Standard Time
Notice of Intent to Award	T.B.D.
Contract Award	T.B.D.
Commencement of Services	July 1, 2020

**Notes:**

Dates up to and including the RFP Deadline may be adjusted upon advance written notice posted to <http://www.nocccd.edu/vendors-and-contractors-289/4354/bid-and-proposal-opportunities-page-2-of-2>

Any adjustment to Dates listed after the RFP Deadline may occur without written or posted notice.

**3.0 SCOPE OF SERVICES**

**3.1 Services**

Proposer will furnish all materials, tools, labor, and equipment necessary to complete the removal and disposal of refuse, waste, recyclable, and organic material from the District Campuses on a scheduled basis and implement all necessary work control procedures to ensure timely accomplishment of work requirements and tracking of work in progress. The monthly cost shall include processing, collection, transportation, and all other associate costs related to solid waste. Proposer shall provide new or quality refurbished containers at each designated location for the collection of solid was/debris materials, recyclables, and organic waste. Upon commencement of services, the placement of new containers shall be coordinated with the recycling coordinator and take place beginning on a pre-determined agreed upon schedule between Proposer and Facilities Department. Section 3 lists "Receptacles and Locations". Section 4 lists "Schedule of Services".

**3.2 Approved Authorized Representative**

Throughout the term of the Agreement, Proposer shall have a single point of contact with the District known as the Approved Authorized Representative. Any and all changes to the schedule shall be made in writing, via email, by the Approved Authorized Representative or designee. A list of Approved Authorized Representatives will be made available prior to commencement of services.

**3.3 Receptacles**

**3.3.1 Proposer will furnish, place, and maintain receptacles as follows:**

**Fullerton College**

<b>Location #</b>	<b>Location Name</b>	<b>Qty.</b>	<b>Bin Type</b>	<b>Stream</b>	<b>Pick Up Schedule</b>
1	3000 Berkeley Building	1	3 cy FEL	Waste	D
1	3000 Berkeley Building	1	3 cy FEL	Green	B
2	1600 Horticulture	1	3 cy FEL	Waste	A
2	1600 Horticulture	1	3 cy FEL	Green	A
3	1800 Building	1	3 cy FEL	Waste	A
3	1800 Building	1	3 cy FEL	Green	B
4	700 North	13	3 cy FEL	Waste	C
4	700 North	4	3 cy FEL	Green	C
4	700 North	5	3 cy FEL	Recycling-paper	Call PU*
5	1300 North West Corner	1	3 cy FEL	Waste	C
5	1300 North West Corner	1	3 cy FEL	Green	A
6	2000 South	1	3 cy FEL	Waste	C
6	2000 South	1	3 cy FEL	Green	D

6	2000 South	1	3 cy FEL	Recycling-paper	Call PU*
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Total 33

\* Call orders are to be picked up within 24 hours

**Receptacles Summary**

Qty.	Bin Type	Stream	Schedule
1	3 cy FEL	Waste	D
15	3 cy FEL	Waste	C
2	3 cy FEL	Waste	A
2	3 cy FEL	Green	B
2	3 cy FEL	Green	A
4	3 cy FEL	Green	C
7	3 cy FEL	Recycling-paper	Call PU*

\* Call orders are to be picked up within 24 hours

**Cypress College**

Location #	Location Name	Qty.	Bin Type	Stream	Pick Up Schedule
1	Physical Plant (Bldg. 34)	1	3 cy FEL	Waste	Daily
1	Physical Plant (Bldg. 34)	2	3 cy FEL	Green	Daily
2	Fine Arts (Bldg. 2)	1	3 cy FEL	Waste	Daily
3	Cafeteria (Bldg. 19)	1	3 cy FEL	Waste	Daily
4	Book Store (Bldg. 20)	1	3 cy FEL	Waste	Daily
5	Business (Bldg. 9)	12	3 cy FEL	Waste	Daily
5	Business (Bldg. 9)	4	3 cy FEL	Green	Daily
6	Tech Ed. I (Bldg. 10)	1	3 cy FEL	Waste	Daily
7	Tech Ed. III (Bldg. 13)	1	3 cy FEL	Waste	Daily

Total 24

\* Call orders are to be picked up within 24 hours

**Anaheim Campus**

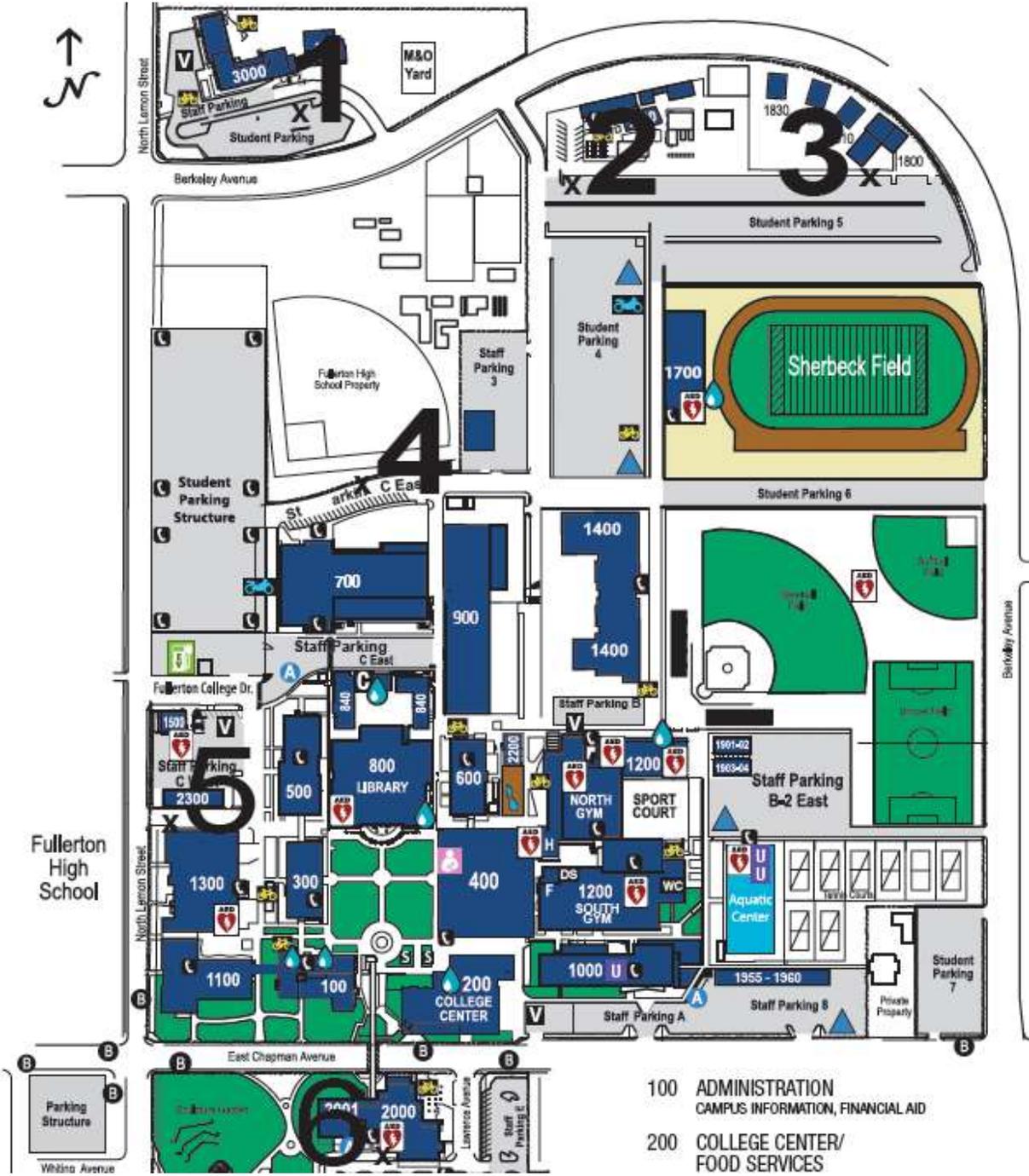
Location #	Location Name	Qty.	Bin Type	Stream	Pick Up Schedule
1	Behind Receiving Dock	3	3 cy FEL	Waste	A
2	N. Power Plant/ S. Bldg. B	1	3 cy FEL	Waste	A
1	Behind Receiving Dock	2	3 cy FEL	Recycling-paper	A

Total 6

**Receptacles Summary**

Qty.	Bin Type	Stream	Schedule
3	3 cy FEL	Waste	A
1	3 cy FEL	Waste	A
2	3 cy FEL	Green	A

Receptacle Location Map: Fullerton College

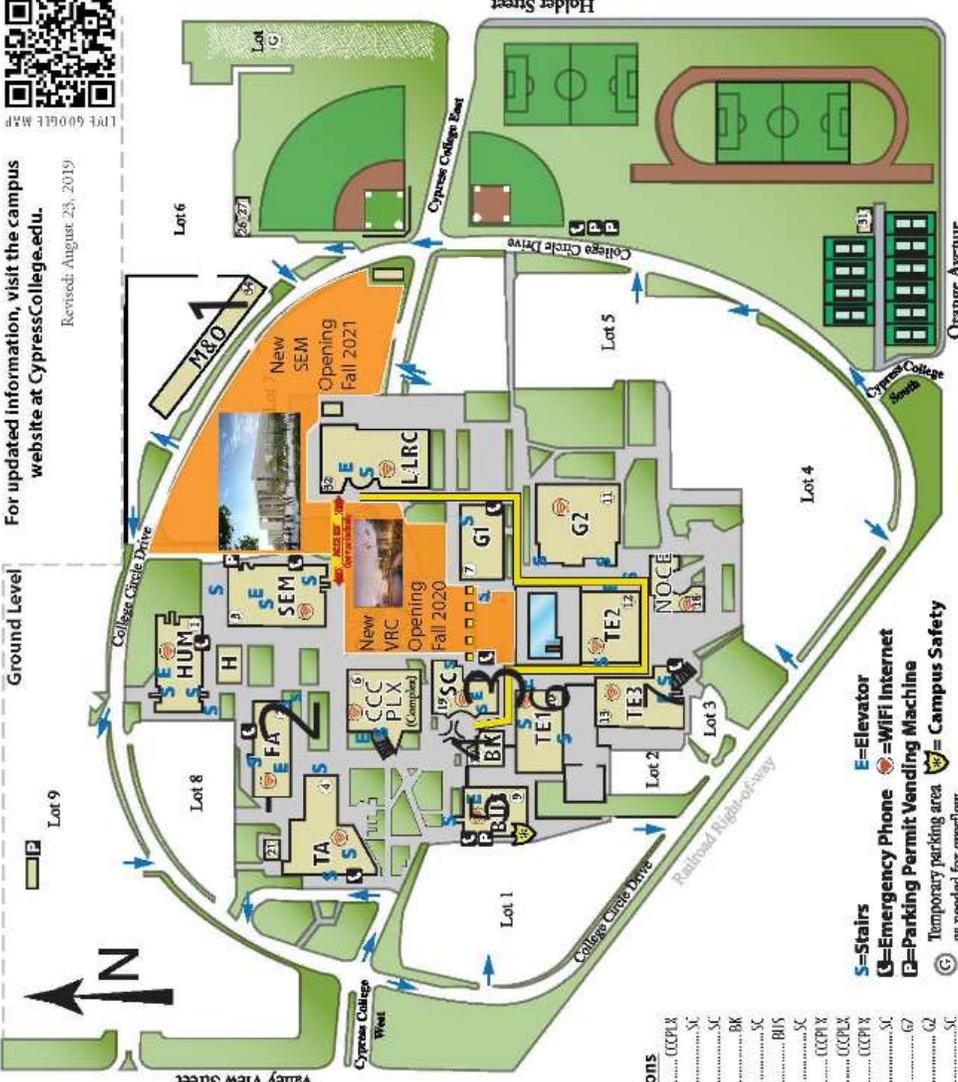


### Receptacle Location Map: Cypress College

# Cypress College Campus Map and Directory — Fall 2019



For updated information, visit the campus website at [CypressCollege.edu](http://CypressCollege.edu).  
Revised: August 28, 2019



**Ground Level**

**Plaza**

**Ground level**

**Plaza**

**S=Stairs**   **E=Elevator**   **☎=Emergency Phone**   **🌐=WIFI Internet**   **🚗=Parking Permit Vending Machine**   **⚠=Campus Safety**

**Temporary parking area as needed for overflow.**

**ACCESS**   **Construction Access:** Please note the main access route between SEM and the LIRC is subject to short-term closure for construction access. Guaranteed passage (see right) is available on the south side of campus.

**Plaza Level**



Loc. Bldg.	Bins
1 - 34	1
2 - 2	1
3 - 19	1
4 - 20	1
5 - 9	12
6 - 10	1
7 - 13	1

**Service Locations**

Administration	.....	CCCLX
Admissions & Records	.....	SC
Assessment	.....	SC
Bookstore	.....	BK
Bursar	.....	SC
Campus Safety	.....	BUS
Counseling Center	.....	SC
DSS	.....	CCCPY
EOPS	.....	CCCLX
Financial Aid	.....	CCCPY
Food Services	.....	SC
Health Center	.....	G2
International Students	.....	G2
Information	.....	SC
Locker Room	.....	TE2
North Orange Community Education (formerly SCE)	.....	NOCE
Photo ID	.....	SC
Student Activities	.....	G2

**Buildings**

AN	Anaheim Campus
BK	Bookstore
BUS	Business
CCCLX	Cypress College Complex
FA	Fine Arts
G1	Gymnasium 1
G2	Gymnasium 2
HUM	Humanities
HUMH	HUM-131 & 136 (lecture halls)
LIRC	Literacy Learning Resource Center
M&O	Maintenance & Operations
G2	Student Activities
SC	Student Center
SEM	Science/Engineering/Math
IA	Theater Arts
TE1	Technical Education 1
TE2	Technical Education 2
TE3	Technical Education 3/Health Science

Receptacle Location Map: Anaheim Campus



**3.4 Schedule of Services**

The District reserves the right to designate the time of day for servicing receptacles. Allowable operating hours are set forth in Section 5. Allowable Operating Hours. Proposer vehicles shall not be on campus outside of the Allowable Operating Hours without authorization from an Approved Authorized Representative and/or Escort Services coordinated by Campus Safety.

Receptacles are to be emptied on the days of the week specified for each receptacle according to Section 2. And the following Pick Up Schedules. The District reserves the right to cancel service for specified location and receptacles by 5:00 pm the evening before service. Authorized cancellations are to be made in writing, via email by an Approved Authorized Representative. When services are cancelled, the special event cost or daily single rate, whichever is applicable, will be credited to the District on the next invoice cycle.

**3.5 Pick-Up Schedule**

**Fullerton College**

**Pick-up Schedule A**

Month	per Week	Monday	Tuesday	Wednesday	Thursday	Friday
January	2	X		X		
February	2	X		X		
March	2	X		X		
April	2	X		X		
May	2	X		X		
June	2	X		X		
July	2	X		X		
August	2	X		X		
September	2	X		X		
October	2	X		X		
November	2	X		X		
December	2	X		X		

**Pick-up Schedule B**

Month	per Week	Monday	Tuesday	Wednesday	Thursday	Friday
January	1	X				
February	1	X				
March	1	X				
April	1	X				
May	1	X				
June	1	X				
July	1	X				
August	1	X				

September	1	X				
October	1	X				
November	1	X				
December	1	X				

**Pick-up Schedule C\***

Month	per Week	Monday	Tuesday	Wednesday	Thursday	Friday
January	5	X	X	X	X	X
February	5	X	X	X	X	X
March	5	X	X	X	X	X
April	5	X	X	X	X	X
May	5	X	X	X	X	X
June	5	X	X	X	X	X
July	5	X	X	X	X	X
August	5	X	X	X	X	X
September	5	X	X	X	X	X
October	5	X	X	X	X	X
November	5	X	X	X	X	X
December	5	X	X	X	X	X

**Pick-up Schedule D\***

Month	per Week	Monday	Tuesday	Wednesday	Thursday	Friday
January	3	X		X		X
February	3	X		X		X
March	3	X		X		X
April	3	X		X		X
May	3	X		X		X
June	3	X		X		X
July	3	X		X		X
August	3	X		X		X
September	3	X		X		X
October	3	X		X		X
November	3	X		X		X
December	3	X		X		X

\* Waste pick up normally scheduled for "C" and "D" will change to Schedule "A" during Semester Breaks according to the academic calendar available at <http://www.fullcoll.edu/calendars>.

**Cypress College**

**Pick-up Schedule A**

Month	per Week	Monday	Tuesday	Wednesday	Thursday	Friday
January	5	X	X	X	X	X
February	5	X	X	X	X	X
March	5	X	X	X	X	X
April	5	X	X	X	X	X
May	5	X	X	X	X	X
June	5	X	X	X	X	X
July	5	X	X	X	X	X
August	5	X	X	X	X	X
September	5	X	X	X	X	X
October	5	X	X	X	X	X
November	5	X	X	X	X	X
December	5	X	X	X	X	X

**Anaheim Campus**

**Pick-up Schedule A**

Month	per Week	Monday	Tuesday	Wednesday	Thursday	Friday
January	5	X	X	X	X	X
February	5	X	X	X	X	X
March	5	X	X	X	X	X
April	5	X	X	X	X	X
May	5	X	X	X	X	X
June	5	X	X	X	X	X
July	5	X	X	X	X	X
August	5	X	X	X	X	X
September	5	X	X	X	X	X
October	5	X	X	X	X	X
November	5	X	X	X	X	X
December	5	X	X	X	X	X

Service will be provided according to the academic calendar available at <http://www.fullcoll.edu/calendars>. Pick Up schedules are to be modified for the week of Spring Break to follow the July/August schedule. Services otherwise scheduled on campus closure dates will be provided the following day. If the following day is a normally scheduled service day, services for the campus closure date will be credited to the District at the pro-rated daily rate.

Campus Closure dates are:

- Martin Luther King, Jr. Day
- Lincoln’s Birthday
- Presidents’ Day
- Spring Recess
- Memorial Day
- Independence Day
- Labor Day
- Veterans’ Day
- Thanksgiving, and the following day
- Winter Recess

It is the Proposer’s responsibility to check the Academic Calendar for actual dates of campus closures listed here.

**3.6 Allowable Operating Hours**

Proposer shall be responsible for scheduling and routing waste hauling vehicles in accordance with the Allowable Operating Hours.

- 3.6.1 Proposer’s vehicles shall only be allowed on campus between 5:30 am and 7 am.
- 3.6.2 Variances to Allowable Operating Hours may be allowed to accommodate vehicles used to place, remove, or tip special order containers only with authorization from an Approved Authorized Representative.

**3.7 Cancellation of Services**

All cancellation of services will be issued in writing, via email, by the Authorized Service Representative or designee. In the event of an authorized cancellation, the Special Event Cost or Daily Single Rate, whichever is applicable, will be credited back to the District on the following invoice cycle.

**3.8 Default and Remedies**

Failure on the part of the Proposer to pick up waste as scheduled not resulting from any actions or conditions caused by the District shall result in deduction, short-pay, or non-payment of amount(s) equal to the fees set forth for Daily Single Rate in the Cost Proposal Sheet for each bin plus a surcharge of 10% per diem.

The District reserves the right to contract services with a third party to fulfill any obligations under the agreement not met by Proposer at the expense of the Proposer. Repeated failure on the part of the Proposer to pick up waste as scheduled or billing for services not provided not resulting from any actions or conditions caused by the District shall be considered cause for default and if not remedied to the full satisfaction of the District within ten (10) business days may result in the cancellation of the Agreement in its entirety. The Proposer shall not co-mingle waste collected from the District Campuses. Proposer waste streams are to be collected in dedicated vehicles ensuring source separation integrity is maintained as detailed below.

**3.9 Determination of Actual Tons Collected and Recovered**

The Proposer’s dedicated vehicle shall be empty upon arrival at the District Campuses. The Proposer shall transport waste collected in the dedicated vehicle directly from the District Campuses to the disposal site and not collect waste from any other customer. If the amount of refuse placed for collection in front loading bins on any day exceeds the amount that can be safely collected and legally placed in the dedicated vehicles, the Proposer shall collect the remaining bins with a non-dedicated vehicle. Certain containers specified in this section shall be dedicated for clean cardboard/paper. Proposer shall pick up material in a manner free from causing contamination from co-mingling and provide a monthly credit of market value plus 1% with documentation of weights and sale prices or market value submitted with monthly invoices. Certain containers specified in this Section shall be designated for green waste. Proposer shall pick up material in a manner, of their discretion, free from causing contamination from comingling.

**3.10 Dumping Fees**

Proposals are to include applicable County of Orange dumping fees. Rate adjustments may be negotiated for documented County of Orange landfill increases during the period of the contract only with sixty (60) day notice and documentation of rate increases provided to the Director of Facilities. Documentation must include proof of rates at the time of proposal submission and applicable rate adjustments. The District reserves the right to negotiate any potential increase up to the published rates.

**3.11 Equipment**

- 3.11.1 All equipment and materials supplied will comply with all applicable codes and industry standards related to the solid waste and recycling industry.
- 3.11.2 Each receptacle will be mounted on four swivel wheels and be equipped with two handles for moving receptacles. Proposer shall remove and haul away refuse, replacing containers properly; maintain and clean receptacles inside and outside; and keep the surrounding area sanitary in all locations.
- 3.11.3 All front-end loading (FEL) and roll off containers shall be constructed of high quality steel or an acceptable alternative approved by the District. Front-end load (FEL) containers must be slant-top style.

- 3.11.4 All front end load containers shall be equipped with plastic safety lids, fork lift pockets at the bottom of the containers, and equipped with two (2) front swivel and two (2) fixed rear rubber-on-iron ball-bearing heavy duty industrial casters. The wheel size on casters will be measured at least six (6) inches in diameter by two (2) inches in width and be made to easily transport the containers on uneven surfaces. The containers must include a coupler on the rear and a receiver on the front of each container towing multiple containers in line at the same time, see attachment "A". The front coupler must be compatible with existing tow bar, see attachment "B". The total height of the dumpsters, including casters, will not exceed 54 inches.
- 3.11.5 Lids must be present and in good working order on 3-cubic yard metal receptacles dedicated to green waste.
- 3.11.6 All containers provided by the Proposer under this agreement are to be changed and replaced with clean bins during every "Semester Break" as provided in section 4. Proposer is responsible to remove, replace, or repair graffiti or otherwise damaged or defaced containers within two (2) working days.
- 3.11.7 Containers shall be differentiated by material waste stream: Waste, Recycling, Cardboard, Green, and Organics/Food as applicable. Containers of different colors are preferred and labeling with words and symbols is required. The exact method of differentiation is at the discretion of the Proposer, however, Proposers demonstrating methods preferred by the District will receive additional consideration by the evaluation committee.
- 3.11.8 Container collection and hauling vehicles shall be sized to allow transit on campus drives and service areas without damage to sidewalks, drives, curbs, grass areas, or landscape materials. Vehicles shall be clearly marked with company name and vehicle number, maintained in good operating condition and appearance and must be clean at all times. Vehicles used for collection are subject to inspection and approval by the District. The vehicles shall be operated at all times in accordance with the laws of the State of California and District guidelines. All collection and disposal equipment must be capable of containing liquid and dry refuse without leakage. Backup equipment, containers, and vehicles must be available in the event of primary equipment failure to resume normal service without interruption.

**3.12 Education and Outreach**

Proposer shall provide outreach, marketing, educational, and/or signage materials and participate in educational activities as coordinated by Facilities. Proposer is required to table a minimum of three (3) hours during planned campus activities and shall be available for no less than two (2) presentations annually.

**3.13 Additional Services**

Proposer shall provide the following additional services at no charge and shall not adjust rates to the District to offset costs incurred in providing any of the following services:

**3.13.1 Monitoring and Care of Bin Enclosures**

Proposer shall work with the Approved Authorized Representative(s) and/or the recycling coordinator in identifying and resolving continual problems with overflowing bins or bin enclosures, and/or other unsanitary conditions caused by the District Campuses. The Proposer shall not litter the campus in the process of providing collection services or while its vehicles are on the road. The Proposer shall exercise all reasonable care and diligence in providing collection services so as to prevent spilling or dropping of waste and shall immediately, at the time of occurrence, clean up such spilled or dropped waste. Any spilled equipment oil, hydraulic fluids, or other liquid debris resulting from the Proposer's operations shall be covered immediately with an absorbent material and removed from the street surface. The Proposer shall carry on its vehicles a broom, shovel, and absorbent material. If the District determines that it must take action for cleaning up any spills due to public safety and/or environmental impact concerns, the Proposer shall be billed for the entire cost of such cleanup.

**3.13.2 Public Service Calls**

The proposer shall, free of charge, respond to calls from the District Campuses to dispose of bulky items and other Solid Waste as a result of illegal or unauthorized dumping occurring on campus property, and shall provide Solid Waste disposal at no charge. It is the District Campuses expectation that this service will occur on a relatively infrequent basis.

**3.13.3 Safety**

- 3.13.3.1 All necessary safety precautions must be taken to protect both personnel and property while the work is in progress. Payment may be withheld, when deemed necessary, to ensure reimbursement for loss and/or damages to the property through negligence of the Proposer. In the event of extreme weather conditions, Proposer shall service to the best of their ability.
- 3.13.3.2 The Proposer shall be familiar with all District Campuses safety procedures, including, but not limited to accident reporting, emergency broadcast systems, and evacuation plans.
- 3.13.3.3 Traffic regulations are enforced 24 hours a day, 7 days a week on campus. The Proposer shall observe the District's traffic and parking regulations. The Proposer shall park in designated, marked parking spots or as specifically approved in writing by the Facilities Department for the District. Any parking or driving citations issued on campus shall not be dismissed by the District Campuses.
- 3.13.3.4 The Proposer shall exercise caution at all times for the protection of persons, property, and the environment. Proposer shall comply with all occupational safety and health laws and regulations. The Proposer shall ensure that all occupational safety and health laws and regulations are known and observed by the Proposer's employees. The Proposer shall also make provisions for obtaining necessary emergency medical care for the Proposer's employees.

3.13.3.5 The District Campuses Facilities Department may inspect all collection areas to ensure compliance with this Section. If, in the opinion of Facilities Department the Proposer or the Proposer's employees are jeopardizing the health and safety of the campus community, Facilities Department or its designee, has the authority to stop the Proposer's operations on campus until appropriate corrections are made to the satisfaction of the District.

3.13.3.6 NOCCCD "Contractors Guidelines" will be followed specifically as outlined this document, see attachment "C"

**3.13.4 Right sizing initiative**

Proposer shall, in cooperation with the District Campuses, conduct an annual right-sizing initiative to maximize the cost-efficiency of services provided to the District Campuses including, but not limited to, receptacle quantity, type, and servicing schedule. The Proposer shall make recommendations for increasing efficiencies. Right-sizing initiatives should be conducted in November and service or schedule changes resulting from the initiative implement in January of each year for the duration of the contract commencing in the following year.

**3.14 Special Services**

Proposer may provide special pick procedures or services in addition to the services described herein for the District Campuses as requested by an Approved Authorized Representative of the District Campuses. The District Campuses shall provide a list of Approved Authorized Representatives at the pre-commencement meeting.

Such services shall be billed at the specified rates. All such costs must be reasonable as determined by the approving designee listed with the Approved Authorized Representative list. Proposer shall notify the appropriate Approved Authorized Representative of any such services prior to such time as they are provided in order to allow the District Campuses opportunity to conduct necessary inspections, review the proposed rate, and impose and appropriate regulations. Special services are to be billed monthly in arrears, and service request numbers must appear on all invoices for Special Services.

**3.15 Regulatory Compliance**

3.15.1 Contractor compliance: Contractor shall be in compliance with all rules, regulations, and laws applicable to the Contractor, including, but not limited to, all those overseen by CalRecycle.

3.15.2 District Compliance: Proposer shall work with the District to ensure the District Campuses is in compliance with all current and future rules, regulations, and laws applicable to the District including, but not limited to, those overseen by CalRecycle including diversion and waste-to-landfill per capita targets applicable to the District and State Agencies including, but not limited to, AB75, AB939, AB341, AB1826 as amended on October 2014 (Chapter 727, Statutes of 2014), and SB1016. Proposer

will assist the District in meeting the 75% diversion rate target adopted by the District as a State Agency and as an entity regulated by AB341. This may include, but is not limited to, periodic recommendations to reduce waste-to-landfill based on the District's waste composition. In addition, the District requires yard waste to be collected separately in strategic locations on campus.

- 3.15.3 Mutual Cooperation: The District and Proposer shall reasonably cooperate in good faith with all efforts by each other to meet the District's diversion requirements. In this regard, the District's obligations shall include, without limitations, making such petitions and applications as may be reasonably requested by the Proposer for reductions in goals, or other exceptions from the terms of regulation. The Proposer's obligations shall include, without limitation, notifying the District of any and all regulatory or legislative changes that may impact waste management services, procedures, and/or reporting within sixty (60) days of order.
- 3.15.4 Waste Reduction and Program Implementation: Proposer shall implement the programs identified in the Source Reduction and Recycling Element and Household Hazardous Waste Element
- 3.15.5 Warranties and Representations: Proposer warrants and represents that it is aware of and familiar with the District Source Reduction and Recycling Element (SRRE), that it is familiar with the District's waste stream, and that it has the ability to and will provide sufficient programs and services to ensure District will meet or exceed the diversion requirements (including, without limitation, amounts of Solid Waste to be diverted, time frames for diversion and any other requirements) set forth by regulation.
- 3.15.6 Guarantee and Indemnification: Proposer warrants and guarantees that it will carry out its obligation under the Agreement and specifically its obligations pursuant or related to applicable rules, regulations, and laws, in such a manner that District will not be found to be in violation of State requirements. In this regard, Proposer agrees that it will at its sole cost and expense:
  - 3.15.6.1 Defense, with counsel approved by the District, indemnify, and hold harmless officials, employees, and agents from and against all fines and/or penalties and other liabilities which may be imposed by CalRecycle or any other regulatory agency if Proposer fails or refuses to provide information relating to its operations which is required pursuant to the Agreement or rules, regulations, and laws and such failure or refusal prevents or delays from submitting State-required reports in a timely manner.
  - 3.15.6.2 Assist District in responding to inquiries from CalRecycle
  - 3.15.6.3 Assist District in preparing for and participating in the Board's biannual review of District's SRRE pursuant to Public Resources Code Section 41825
  - 3.15.6.4 Assist District in applying for an extension under Public Resources Code Section 41820, if so directed by District
  - 3.15.6.5 Assist District in any hearing conducted by CalRecycle relating to District regulatory compliance relating the District's waste stream, waste reduction efforts, or waste reporting requirements
  - 3.15.6.6 Assist District with the development of a public awareness and education program that is consistent with the District and Household Hazardous

- Waste Element, as well as any related requirements of applicable rules, regulations, and laws
- 3.15.6.7 Provide District with recycling, source reduction, and other related technical assistance and consultation
- 3.15.6.8 Defend with counsel acceptable to the District any District Campus officials, employees, and agents against the imposition of fines and/or penalties, or any other liabilities, issued by CalRecycle pursuant to relevant rules, regulations, or laws
- 3.15.6.9 Be responsible for and pay any fees, penalties, or other costs imposed against the District in connection with the implementation of the SRRE
- 3.15.6.10 Indemnify and hold harmless District against any fines, penalties, or other liabilities, levied against it for violation of California rules, regulations, and laws pertaining to diversion requirements, or violation of any other provision arising from or in any way related to Contractor’s commingling of loads of Solid Waste collection pursuant to this agreements, with loads collected in, or under the authority of, any other jurisdiction
- 3.15.7 Regulatory Reporting: Proposer shall provide District Campuses written reports in the form adequate to meet District Campuses reporting requirements to CalRecycle and throughout the term of the Agreement; and
  - 3.15.7.1 Proposer complies with all other provisions of the Agreement, including, specifically, without limitations, its obligations relating to reporting, its obligations relating to comingling of Solid Waste and its obligations relating to the delivery of Solid waste for a specific disposal facility for processing.
- 3.15.8 Rate Adjustments: The District must be notified within sixty (60) days of potential rate increases due to regulatory or legislative actions. Such requests for rate increases must be accompanied by official documentation and approved by the Director of Facilities Operations.

**3.16 Reporting**

Each location within the District (Anaheim Campus, Fullerton College, and Cypress College) operates independently and requires individual reporting and support.

- 3.16.1 Proposer will provide monthly waste composition reports in compliance with all applicable regulations, including, but not limited to, AB939, AB75, AB341, SB1016, and AB1826 including all waste collected from the District property.
- 3.16.2 Proposer shall report to the District Campuses, in tonnage, (1) waste disposed to landfill, (2) waste diverted from landfill, and (3) alternative daily cover. For the purposes of this contract, waste diverted shall not include incineration.
- 3.16.3 Proposer’s composition reports and weight tickets shall be submitted monthly with invoices and electronically via email or approved alternative to the recycling coordinator.
- 3.16.4 In addition to documentation for billing purposes, the Proposer shall also submit copies of weight tickets, invoices, and/or lists of containers and pick-ups to the District recycling coordinator.

- 3.16.5 Proposer shall report each month all transfer stations, material recovery facilities, and landfill facilities used.
- 3.16.6 Proposer shall submit an annual report. The annual report shall include waste collected in the calendar year January 1 through December 31. The annual report shall be submitted electronically to the District recycling coordinator no later than March 1.

**3.17 PROJECT APPROACH OPERATIONAL PLAN**

- 3.17.1 General  
Proposer shall demonstrate their understanding of this project by providing a plan of operation to achieve the operational objectives set forth in the Scope of Work. Include value-added or value-engineered products and services.

If Proposer is unable to provide any service component described in Section III, Scope of Work, Proposer must fully describe each exception on an item-by-item basis and cross-reference with the specific paragraph.

- 3.17.2 CONTAINER DIFFERENTIATION  
Containers and bins must be differentiated by waste stream consistently throughout campus. Respondent must describe in narrative form the manner in which containers will be differentiated by waste stream. Respondent may attach additional pages to provide visual reference.

- 3.17.3 MATERIAL RECOVERY LIST  
Proposer must indicate the materials they are able to recycle and indicate which materials should be placed in each bin. Please list material and example products on the Material Recovery List form provided.  
(For example, Material: Plastics 1-5; Example Products: Beverage Containers.)

<b>Waste</b>	<b>Material</b>	<b>Example Products</b>
Waste		
Recycling		
Cardboard		
Green		
Organics/Food		
Construction and Demolition Material		

**3.18 Reference Form**

Provide three (3) references of projects within the last three years that are similar in scope and best illustrate the experience of the vendor.

COMPANY NAME:		
ADDRESS:		
CONTACT PERSON:		
PHONE:	FAX:	E-MAIL ADDRESS:
PROJECT DESCRIPTION:		

COMPANY NAME:		
ADDRESS:		
CONTACT PERSON:		
PHONE:	FAX:	E-MAIL ADDRESS:
PROJECT DESCRIPTION:		

COMPANY NAME:		
ADDRESS:		
CONTACT PERSON:		
PHONE:	FAX:	E-MAIL ADDRESS:
PROJECT DESCRIPTION:		

**3.19 Technical Data Capabilities**

Proposer shall respond to the information requested in this Section by filling in the percentage requested and/or responding 'yes' or 'no' to the stated questions. Proposer shall not elaborate further or add additional information to the items listed.

1. What is the anticipated diversion rate under this proposal, *not* including Alternative Daily Cover? Provide estimated percentage in the space. \_\_\_\_\_ %

2. What is the anticipated diversion rate under this proposal, *including* Alternative Daily Cover? Provide an estimated percentage in the space. \_\_\_\_\_ %

3. Can Proposer provide waste material composition data for waste entering landfill? Answer Yes or No in the space. Yes No

4. Does the Proposer use front end loader vehicles equipped with scales and have the ability to provide weight tickets and tracking documentation for each pick up location? Answer Yes or No in the space. Yes No

5. Is the Proposer equipped to provide photographic documentation showing pre-tip levels in containers and to submit photographic documentation with monthly billing? Answer Yes or No. Yes No  
If Yes, continue to Question 6. If No, skip Question 6.

6. If the response to Question 5 is Yes, please state if photos will be taken at every pick up or by a sample method. If a sample method is chosen, every bin must be sampled at least once in each calendar month. Answer "Every Pick Up" or "Sample" in the space. Every Pick Up Sample

### 3.20 Evaluation and Scoring Criteria

An evaluation committee comprised of District and Campus personnel will be assigned to review and evaluate all proposals and assign quality points according to the selection criteria categories outlined in this section.

Accepted proposals shall be reviewed to verify that all RFP requirements have been met. Proposals that have not followed the prescribed format, do not meet minimum content and quality standards, or take unacceptable exceptions to the Districts General Provisions, will be identified as being non-responsive and will not be considered for evaluation or selection.

3.20.1 Each accepted Technical Proposal shall be evaluated and scored according to the categories listed below. A maximum total of 1000 quality points is available for each proposal as detailed below.

a. Company History/Qualifications/Experience (100 Quality points)

Proposer shall provide brief overview of company history including the number of years in business, list of current clients, along with evidence of an accomplished record in waste hauling and in providing co-mingled recycling services. Information about the specific experience and qualifications of the individuals assigned to the project shall also be included along with at least three references using the form provided.

b. Technical Data Capabilities (250 Quality points)

Proposer shall provide technical data capabilities for tracking and reporting weights and measures data outlined in Section 18, Technical Data Capabilities.

c. Project Approach - Operational Plan (250 Quality points)

Quality points shall be awarded in this category for a proposed plan of operation to achieve the operational objectives outlined in Section 16, Project Approach Operational Plan.

d. Education and Outreach (100 Quality points)

Quality points in this category shall be awarded for Proposer's planned educational campaigns or materials that will be deployed on campus full-time or periodically. Proposer must describe in narrative form the materials that will be provided and may attach additional pages to provide visual references.

e. Sustainability (300 Quality points)

Quality points in the category shall be awarded for Proposer's comprehensive

plan to assist the District with its waste management and recycling programs, and in achieving established goals, initiatives and objectives of enhancing the sustainability of the District. Proposers may propose additional operational or programmatic recycling and/or sustainability programs or services that enhance the District's sustainability goals and objectives to be considered as part of this proposal.

Extra consideration will be given for Proposer's that use front-end loader vehicles if Proposer specifies a fuel other than diesel or gasoline. Please include a statement at the end of your sustainability statement listing the types of fuel used.

### **3.21 AWARD**

Award for Technical Proposal will be made to the Proposal having the highest Quality Points. THE DECISION OF THE DISTRICT AND DISTRICT IS FINAL.

**Attachment "A" - Coupler**



**Attachment "A" - Receiver**



**Attachment "B" - Tow Bar**



## 4.0 COST PROPOSAL

### 4.1 GENERAL

All costs for Waste Hauling Services as outlined in Section 3.0, Scope of Work, shall be firm and fixed for a period of three (3) years throughout the initial term of the Agreement. Proposer shall also indicate a percentage increase for first and second year renewal options.

### 4.2 COST PROPOSAL

The Cost Proposal shall be provided as a Microsoft Excel fillable workbook consisting of four (4) tabs and will be emailed to all qualifying Proposers attending the mandatory Jobwalk. Proposers must use the Cost Proposal Workbook emailed by the campus.

### 4.3 ESTIMATED NUMBER OF BINS AND TIPS

The number of bins and tips indicated in the Cost Proposal represent the best estimates at this time and shall be used for evaluation purposes only. The District will adjust the numbers accordingly to represent actual usage.

### 4.4 COMPLETION OF COST PROPOSAL WORKBOOK

Proposers are instructed to fill in each highlighted cell on every page of the four (4) tabbed workbook which is provided for convenience and to reduce the possibility of calculation errors. **Any cell left blank shall be interpreted as 'zero dollars' and Proposer shall provide those services to the University at no cost.** Proposer shall not attempt to unlock the document. Once all figures are entered, Proposer shall print out all four (4) pages, along with signed cover letter, and submit in sealed envelope as instructed. **PROPOSER SHALL NOT EMAIL THE COST PROPOSAL SHEET OR WILL BE SUBJECT TO IMMEDIATE DISQUALIFICATION.**

### 4.5 CALCULATION AND DETERMINATION OF BEST VALUE IN RELATION TO QUALITY POINTS

The following equation shall be used to determine the proposal providing the best value. Award shall be made to the Proposer having the lowest cost in relation to quality points awarded.

$$\frac{\text{Lump Sum Total}}{\text{Quality Points Awarded}} = \text{Cost/Quality Points Awarded}$$

Please note the lowest cost in relation to quality points awarded does not represent the lowest cost submitted. Small Business Preference and DVBE incentives (if any) shall be factored into the Cost used for evaluation.

## 5.0 PROPOSAL INSTRUCTIONS AND FORMAT

### 5.1 INSTRUCTIONS

Proposers shall submit a Proposal in accordance with the following instructions:

Proposer must respond completely to all information requested and proposals should be prepared in such a way as to provide straightforward, concise delineation of capabilities to satisfy the requirements of the RFP. Responses should emphasize Proposer's demonstrated capability to perform the work.

### 5.2 Proposal Contents

All materials submitted in response to the RFP shall be on 8-1/2" x 11" standard white paper in portrait orientation with each page clearly numbered on the bottom. All submitted materials must be bound in a plastic spiral bound notebook. Do not submit three ring binders or spine bars. All other forms of submittals will be rejected and considered disqualified.

Submittals should be typed, minimum size font is ten (10), and should not include any unnecessarily elaborate or promotion material. Lengthy narrative is discouraged; submittals should be brief and concise. The form, content, and sequence of the submittals should follow the outline listed in this RFP.

Submit twelve (8) complete hard copies of the Proposal and one (1) copy as a digital file, PDF format, on a USB flash drive in a sealed envelope with the following clearly marked on the outside:

"[Proposer's Firm Name]"  
"Submittal Responding to RFP No. 1920-10"

- 5.2.1 The original copy shall be marked "Original" and must be wet signed by a person authorized to bind the Proposer. Additional copies may be photocopies.
- 5.2.2 Each section under "Required Content of Proposals" shall have tabbed dividers. Tabbed dividers shall be used to identify and separate the sections of the Proposal, which correspond to the information requested in this RFP.
- 5.2.3 The Proposal shall not exceed 10 pages, excluding Transmittal Letter, Cover Page, Table of Contents, Tabs, and District required forms. Non-responsive Proposals will be automatically disqualified. Additional time will NOT be given to provide missing information.

### 5.3 SUBMISSION OF PROPOSAL

The Technical Proposal and the Cost Proposal shall be physically broken into two (2) separate parts, titled "Technical Proposal" and "Cost Proposal", each of which shall be submitted in separate sealed envelopes and signed cover letters. Purchasing Department will retain the sealed envelope containing the Cost Proposal.

Failure to submit separate sealed envelopes and or packages for the Technical Proposal and the Cost Proposal will cause the Proposer to be disqualified.

#### **5.4 DELIVERY OF PROPOSALS**

Sealed proposals must be received by the Purchasing Department no later than the date and time specified on the cover page. **LATE PROPOSALS WILL NOT BE ACCEPTED.**

North Orange County Community College District  
Purchasing Department  
Attn: Jenney Ho  
1830 W Romneya Drive, 8<sup>th</sup> Floor  
Anaheim, CA 92832

Proposals must be completed and delivered in sufficient time to avoid disqualification for lateness due to difficulties in delivery. Delays due to various methods used to transmit the proposal, including delays by District internal mailing system, will be the responsibility of the Proposer. Delays due to inaccurate directions given, even if by District staff, shall also be the responsibility of the Proposer.

Each proposal shall be delivered in two separate sealed envelopes and/or packages. One envelope shall be marked "Technical Proposal" and the other shall be marked "Cost Proposal".

#### **5.5 TECHNICAL PROPOSAL FORMAT**

Technical Proposals shall adhere to the following format and must be divided into the individual sections listed below, indexed and tabbed.

##### **5.5.1 Cover Letter**

The cover letter shall include a brief statement of intent to perform the services, qualifications for selection and signature of an authorized officer of the firm who has legal authority in such transactions.

The cover letter must, at a minimum, contain the following:

- Identification of Proposer firm including name, address, phone, fax, and email address
- Official company name, the year established and Federal Tax Identification Number
- Identification of Organization Type; Corporation type, Partnership, Sole Proprietor or other. If Organization is a Partnership, provide copies and include a completed, inked signed page for each and every partner.
- Name, title, address, phone, and email address of authorized officer of the firm and contact person during proposal evaluation
- Acknowledgement of all addendum/ a

- A statement that the offer and all pricing shall remain valid for a period of not less than 60 days from the date of submittal
- Inked signature of a person authorized to make the proposal offer on behalf of the Proposer and in accordance with the District General Provisions for Service Acquisitions (Exhibit A). **Unsigned proposals shall be rejected.**

**5.5.2 Table of Contents (Tab 1)**

Provide a table of contents identifying the contents of the proposal in a format consistent with the proposal requirements and format set forth herein.

**5.5.3 Exceptions to Terms and Conditions (Tab 2)**

Any and all exceptions to the RFP terms and conditions must be listed on an item-by-item basis and cross-referenced with the RFP document. If there are no exceptions, Proposer must expressly state that no exceptions are taken to the RFP terms and conditions.

**5.5.4 Company History/Qualifications/Experience/References (Tab 3)**

Provide a company profile to include company history and growth, number of employees, bios of officers/partners, complete listing of services offered, and statement of overall financial stability. Emphasis shall be placed on specialized knowledge and track record of garbage collection, disposal, and recycling services with previous projects of similar size and scope.

Provide information on a minimum of three (3) references on previous projects that demonstrate experience and expertise on Attachment F, Reference Form.

**5.5.5 Technical Data Capabilities (Tab 4)**

Proposer shall insert Technical Data Capabilities response under this tab.

**5.5.6 Project Approach – Operational Plan (Tab 5)**

Proposer’s Operational Plan including the Material Recovery List shall be inserted under this tab.

**5.5.7 Exceptions to Scope of Work (Tab 6)**

Any and all exceptions to Section III, Scope of Work must be listed on an item-by-item basis and cross-referenced with the RFP document. If there are no exceptions, Proposer must expressly state that no exceptions are taken to RFP Section 3.0, Scope of Services.

**5.5.8 Education and Outreach (Tab 7)**

Proposer's planned campaigns or outreach materials shall be inserted in under this tab.

**5.5.9 Sustainability (Tab 8)**

Proposer shall insert comprehensive sustainability plan under this tab.

**5.5.10 Small Business Preference and DVBE (Tab 9)**

Proposer shall include completed Small Business Preference Certification (if applicable) and complete Disabled Veteran Business Enterprise (DBVE) documentation (required) including any incentives (if applicable).

**5.5.11 Appendices (Tab 10)**

Information considered by the Proposer to be pertinent to this project which has not been specifically solicited in any of the above-mentioned sections may be placed in a separate appendix for possible consideration by the District.

**6.0 DELIVERY OF PROPOSALS**

- 6.1 Proposals must be delivered to the address below at or before the time and date set in the Selection Process Schedule.

Name: Jenney Ho  
Title: District Director, Purchasing  
Department: Purchasing Department, 8<sup>th</sup> Floor  
Address: 1830 West Romneya Drive, Anaheim, CA 92801  
Telephone: (714) 808-4776  
E-Mail: [jho@nocccd.edu](mailto:jho@nocccd.edu)

- 6.2 It is the Proposer's responsibility to ensure submittals are received on or before the deadline and at the identified location. A postmark will not be accepted as meeting the delivery requirement. Deliveries by third party carriers, including but not limited to the U.S. Postal Service, FedEx and United Parcel Service, are routed through the District's Mailroom and may experience delay beyond the carrier's stated delivery timeframe. Hand delivery should include time allowances for limited parking, the possibility of elevator failure, or other potential obstacles of reaching the delivery location in a timely manner. Proposals delivered to other places will not be considered.

In order to be considered "on time", a submittal must either be date-stamped or bear a handwritten inscription by an authorized District representative confirming receipt by the above specified deadline.

Late submittals may be returned to the Proposer or discarded without evaluation and the Proposer will be disqualified. It is the practice of the District not to consider late submittals.

The District shall not be responsible for, nor accept as a valid excuse, a late submittal delivery.

**7.0. COST OF PROPOSAL**

Each Proposer acknowledges and agrees that the preparation of all materials for submittal to the District and all presentations, related costs and travel expenses are at the Proposer's sole expense, and the District is not, under any circumstances, responsible for any cost or expense incurred by the Proposer. Proposers shall not include any such expenses as part of their Proposals.

**8.0. QUESTIONS FROM PROPOSERS**

**8.1 Clarifications and Questions from Proposers**

All communications regarding this RFP including requests for information or clarification of the intent or content of this RFP must be received by the District's Representative shown below in writing no later than the date set for submitting questions stated in the Selection Process Schedule. Only the District's Representative, as identified below, is authorized to answer questions relative to this RFP. Information obtained verbally from any other source has no authority, may not be relied upon, and shall have no standing in any event that may occur.

Written addenda will be distributed to each Proposer of record of the original RFP on or before the date fixed for issuing addenda as stated in the Selection Process Schedule. Recipients of record are those parties which obtained a copy of the RFP directly from the District. It shall be the responsibility of the Proposers to ensure that all addenda have been received. Responses to the written questions received by the deadline will be incorporated in an RFP addendum.

Failure of Proposer to receive any addenda shall not relieve the Proposer from any obligation therein. Proposers must respond within two business days after receipt of addenda or Proposer may be disqualified.

**8.2 Questions related to this RFP shall be directed to the District's Purchasing Office**

Name: Jenney Ho  
Title: District Director, Purchasing  
Campus: North Orange County Community College District  
Address: 1830 West Romney Drive, Anaheim, CA 92801  
Telephone: (714) 808-4776  
Fax: (714) 808-4776  
E-Mail: [jho@nocccd.edu](mailto:jho@nocccd.edu)

The District shall not be obligated to answer any question received after the above-specified deadline or any question submitted in a manner other than as instructed.

**9. SUBMITTAL EVALUATION**

The Evaluation Team, comprised of the District’s representatives, shall evaluate each Proposal to determine its responsiveness to the District’s requirements and ensure that the District’s needs will be met. Each question will be scored against an ideal proposal in the opinion of the District’s Evaluation Team; the ideal proposal would receive the maximum number of points possible as indicated.

If all information is not provided, the Proposal will be considered non-responsive. Each question is assigned a maximum score in relation to the District’s assessment of the associated contribution toward achieving Project goals.

Upon selection of the most qualified Proposer(s), the District may require the qualified Proposer(s) to interview, in-person, with the Evaluation Team and/or the Board of Trustees, to further explain their submittals. Proposers are advised that award may be made without interviews or further discussion.

Proposers are advised that there is no appeals process and the selection of the award is at the sole discretion of the District. The decision made by the Evaluation Team and accepted by the District will be final.

**10.0 CONTRACT AWARD**

It is the intent of the District to award one (1) Proposer Agreement as the result of this RFP. However, the District reserves the right to apportion the requirements of this RFP among multiple Proposers if this is determined to be in the District’s best interests.

The award(s) of the Proposer Agreement(s) resulting from this RFP is(are) required to be approved by the District’s Board of Trustees.

**AGREEMENT FOR SERVICES**

This Agreement entered this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ by and between the **North Orange County Community College District**, a community college district of the State of California, hereinafter called "District" and \_\_\_\_\_ hereinafter called "Contractor."

**WITNESSETH**

WHEREAS, it is necessary and desirable that Contractor be engaged by District for the purpose of performing services hereinafter described:

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. **Services to be performed by Contractor.** In consideration of the payments hereinafter set forth, Contractor shall perform services for District in accordance with RFP# 1920-10, Waste Hauling Services, and with the terms, conditions and specifications set forth herein and in the bid document for the sum not to exceed \$\_\_\_\_\_.
2. **Payments.** In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in the bid document, all services shall be paid in arrears at the end of each month, net 30 days upon receipt of a correct invoice. In any event, the total payment for services of contractor shall not exceed \$\_\_\_\_\_ and District shall have the right to withhold payment if District determines that the quantity or quality of the work performed is unacceptable.
3. **Relationship of the Parties.** It is understood that this is an Agreement by and between Independent Contractor(s) and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Contractor.
4. **Non-Assignability.** Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of District, and any attempted assignment without such prior written consent in violation of this Section automatically shall terminate this Agreement.
5. **Contract Term and District's Right to Terminate.** This Agreement shall be in effect from July 1, 20\_\_\_\_, through June 30, 20\_\_\_\_. The District may terminate this contract at any time for any reason without penalty by providing at least 20 (twenty) calendar day notice to Contractor in writing. Termination to be effective on the date specified in the notice. In the event of termination under this paragraph, Contractor shall be paid for all work provided to the date of termination.
6. **Hold Harmless and Indemnification.** The contractor shall indemnify and save harmless the District, its officers, agents, employees and servants from all claims, suits or actions of every name, kind and description, brought for, or on account of (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) by reason of any failure to withhold and /or pay to the government income

and/or employment taxes from earnings under this contract as made necessary by Section 530 of the Revenue Act of 1978, including but not limited to the concurrent active or passive negligence of the District, its officers, agents, employees or servants, resulting from the performance of any work required of contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which the District has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of the contractor to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778.4 of the California Civil Code.

Contractor's duty to defend shall be triggered by notice to contractor that District has been served with a summons or complaint which alleges facts falling within the scope of contractor's indemnity obligations.

7. **Insurance.** The contractor shall not commence work under this Agreement until all insurance required under this section has been obtained and such insurance has been approved by the District. The Contractor shall furnish the District with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the District of any pending change in the limits of liability or of non-renewal, cancellation, or modification of the policy. The insurance carrier shall have a Best Rating of at least a B+ and category VIII unless otherwise approved by the District's Risk Management Division.

**Worker's Compensation and Employer Liability Insurance.** The contractor shall have in effect, during the entire life of this Agreement, Worker's Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, the contractor makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provision of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provision before commencing the performance of this work of the Agreement.

I have no employees, and therefore, will not submit a Certificate of Worker's Compensation:

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Contractor Signature  
(Sign only if Contractor has no employees)

**Liability Insurance.** The Contractor shall acquire and maintain during the life of this Agreement Liability Insurance for an amount not less than one million dollars combined single limit. Such



12. **Merger Clause.** This Agreement constitutes the sole agreement of parties hereto and correctly states the rights, duties and obligations of each party as of the document's date. Any prior agreement, promises, negotiations or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the District Purchasing Director or the Vice Chancellor of Finance & Facilities.

**IN WITNESS WHEREOF**, this Agreement has been duly executed by the above named parties, on the day and year first above written.

**NORTH ORANGE COUNTY COMMUNITY COLLEGE  
DISTRICT**

**CONTRACTOR**

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title (Authorized Officers or Agents)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**EXHIBIT "A"**

(Fill in Applicable Rates Below or Attach Proposer's Proposal, if any, for Rates and/or Additional Basic Services)

<b><u>PROPOSER CERTIFICATION</u></b>	<b><u>HOURLY</u></b>
PROJECT PROPOSER CLASS 1	\$ _____
PROJECT PROPOSER CLASS 2	\$ _____
PROJECT PROPOSER CLASS 3	\$ _____