



Request for Proposal (RFP) #1278

Integrated Waste Management Services

Rancho Santiago Community College District

Due Date

March 30, 2016

2:00pm

Rancho Santiago Community College District

Purchasing Services Department

2323 N. Broadway, Room 109

Santa Ana, CA 92706

Mandatory Job Walk

March 11, 2016

9 am

Santa Ana College

1530 W. 17th St., Building S, Room 215

Santa Ana CA 92706

Table of Contents

	NOTICE CALLING FOR PROPOSALS	1
1.0	INTRODUCTION	2
1.1	Purpose.....	2
1.2	Overview	2
2.0	PROPOSAL SCHEDULE AND PROCESS	4
2.1	Schedule.....	4
2.2	Job Walk	4
2.3	Clarifications And Questions Regarding This RFP.....	4
2.4	Proposal Submittal.....	5
2.5	Responsibility For Timely Delivery Of Proposals.....	5
2.6	Proposer’s Costs	5
3.0	INFORMATION FOR SERVICE PROVIDERS	6
3.1	Preparation of Proposal.....	6
3.2	Form and Delivery of Proposals	6
3.3	Signature	6
3.4	Modifications	6
3.5	Erasures, Inconsistent or Illegal Proposals.....	7
3.6	Examination of Site and RFP Documents.....	7
3.7	Withdrawal of Proposals	7
3.8	Interpretation of RFP Documents	7
3.9	Award of Contract	7
3.10	Alternate Proposals.....	8
3.11	Proposal Evaluation and Clarification.....	8
3.12	Failure to Provide Requested Information.....	8
3.13	District Insurance Requirements.....	8
3.14	Insurance And Workers’ Compensation	9
3.15	Hold Harmless and Indemnification	9
3.16	Licensure.....	9
3.17	Anti-Discrimination	9
3.18	Drug-Free Workplace Certification	10
3.19	Non-Collusion Declaration	10
3.20	Debarment.....	10
3.21	Assignment.....	10
3.22	Form W-9 Request for Taxpayer Identification Number and Certification	10
3.23	Bid Security.....	10
3.24	Performance Bond.....	10

4.0	GENERAL CONDITIONS	11
4.1	Contract Term	11
4.2	Transition Period.....	11
4.3	Service Provider’s Equipment	11
4.4	Vehicles/Operators	11
4.5	Method Of Collection.....	11
4.6	Fees, Licenses And Permits	12
4.7	Subcontractor	12
5.0	Service Specifications and Requirements	12
5.1	Mandatory Requirements.....	12
5.1.1	Waste Collection	14
5.1.2	Containers	14
5.1.3	Pick-Up Times And Restrictions.....	14
5.1.4	Recycling Service.....	14
5.1.5	Organics Recycling Service	15
5.1.6	Materials Recovery Facilities And Landfills	15
5.1.7	Recycling Bins.....	15
5.1.8	Cleaning.....	15
5.2	Special Conditions And Services.....	16
5.2.1	Emergency Service	16
5.2.2	Additional Services.....	16
5.2.3	Waste Characterization Study	16
5.2.4	Sustainability Planning And Diversion Requirements	17
5.2.5	Public Outreach and Education.....	17
5.2.6	Reporting Requirements.....	18
5.2.7	Training.....	18
5.2.8	Changes Not Affecting Contract Price	18
5.2.9	Changes Affecting Contract Price	19
5.2.10	Holidays, Schedule Changes.....	19
5.2.11	Director Of Purchasing Services.....	19
5.2.12	District / Service Provider Teaming	20
5.2.13	Invoicing And Payment	20
6.0	PROPOSAL SUBMITTAL PROCESS AND REQUIREMENTS	20
6.1	Submittal Process	20
6.2	Proposal Requirements.....	22
6.2.1	Company Information	22
6.2.2	Management Staff	22
6.2.3	Business Status	22
6.2.4	Statement Of Qualifications	22
6.2.5	Financial Qualifications.....	23
6.2.6	Parent Company.....	23

6.2.7	New Entity Guarantee	23
6.2.8	CFO Statement	23
6.2.9	Suspension Or Revocation Of Entitlement	23
6.2.10	Fines Or Charges.....	23
6.2.11	Claims	24
6.2.12	Worker Safety History	24
6.2.13	Description Of Services.....	24
7.0	PROPOSAL EVALUATION CRITERIA AND WEIGHTING.....	24
7.1	Qualifications and Experience	24
7.2	Proposed Services.....	25
7.3	Proposed Costs.....	25
7.4	Environmental Stewardship.....	25
8.0	RFP FORM.....	26
	EXHIBIT “A” NON-COLLUSION DECLARATION	38
	EXHIBIT “B” BID BOND FORM.....	39
	EXHIBIT “C” BID GUARANTEE FORM.....	41
	EXHIBIT “D” SUBCONTRACTOR LIST.....	42
	EXHIBIT “E” RFP CHECKLIST	43
	EXHIBIT “F” AGREEMENT	44
	EXHIBIT “G” PERFORMANCE BOND	48
	EXHIBIT “H” DRUG-FREE WORKPLACE CERTIFICATION	52
	EXHIBIT “I” WORKERS’ COMPENSATION CERTIFICATE.....	54
	EXHIBIT “J” BUSINESS ENTERPRISES	55

NOTICE CALLING FOR PROPOSALS

DISTRICT: RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Project Description: RFP #1278 – Integrated Waste Management Services

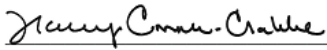
NOTICE IS HEREBY GIVEN that the Rancho Santiago Community College District of Orange County, California, acting by and through its Governing Board, hereinafter referred to as the "DISTRICT," invites SERVICE PROVIDERS to submit Proposals for the Project described as: Integrated Waste Management Services, RFP #1278.

DATE/TIME/LOCATION FOR SUBMITTAL OF PROPOSAL: March 30, 2016 @ 2:00pm at Rancho Santiago Community College DISTRICT - Purchasing Services Department, 2323 N. Broadway, Room 109, Santa Ana, CA 92706

There will be a **mandatory** job walk beginning at 9:00 A.M., on March 11, 2016, of two DISTRICT sites. Please meet at Santa Ana College, 1530 W. 17th St., Santa Ana CA 92706 – Building S, Room 215. The DISTRICT may disqualify any SERVICE PROVIDER that fails to be present at 9:00 am and does not attend the entire job walk. Parking instructions will be provided at the job walk.

For further information or to obtain a copy of the request for proposal, contact Tracey Conner-Crabbe at conner_tracey@rsccd.edu.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

By: 
Tracey Conner-Crabbe
Director of Purchasing Services

Advertised: Orange County Register
March 1 & 8, 2016

1.0 INTRODUCTION

1.1 Purpose

The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified waste collection and recycling SERVICE PROVIDERS (SERVICE PROVIDERS or Proposers) to provide Waste and Recyclables Collection, Hauling, Processing, and Disposal Services for the Rancho Santiago Community College District (DISTRICT) facilities located in Orange, Santa Ana, and Tustin, in accordance with the requirements defined throughout this RFP.

1.2 Overview

The DISTRICT is a two-campus DISTRICT comprised of Santa Ana College and Santiago Canyon College and two education centers: Centennial Education Center and Orange Education Center. The DISTRICT also maintains a Digital Media Center, DISTRICT offices, and the Orange County Sheriff’s Regional Training Academy. These seven facilities will be serviced under the subject contract. The names and locations of these facilities are indicated in **Table 1**.

Table 1. District Facilities

NAME	ADDRESS
Centennial Education Center	2900 W. Edinger Ave., Santa Ana, CA 92704
Digital Media Center	1300 S. Bristol ST., Santa Ana, CA 92704
Orange County Sheriff’s Regional Training Academy	15991 Armstrong Ave., Tustin, CA 92782
Orange Education Center	1465 N. Batavia St., Orange, CA 92867
Rancho Santiago Community College District – District Office	2323 N. Broadway, Santa Ana, CA 92706
Santa Ana College	1530 W. 17 th St., Santa Ana, CA 92706
Santiago Canyon College	8045 E. Chapman Ave., Orange, CA 92869

1.2.1 Existing Services

The DISTRICT has an existing contract for solid waste services that expires on June 30, 2016. The existing service contract provides mixed waste collection and processing of municipal solid waste (MSW) from all seven locations. Some of the facilities also have collection of source separated green waste. In addition, a separate company provides mixed paper recycling at some of the locations. The existing service levels at each location are included in **Table 2**. The data in Table 2 is provided for proposers’ information only, and should not be assumed to be the correct level of services, nor should it be the basis for proposed new services.

Table 2. Existing Service Levels by Facility

FACILITY	QUANTITY	BIN SIZE (cy)	TYPE	DAYS/WEEK
Centennial Education Center	2	4	Waste	5
Digital Media Center	1	3	Waste	3
OC-Sheriff's Regional Training Academy	1	3	Waste	5
	1	4	Green	5
Orange Education Center	2	3	Waste	3
Rancho Santiago CCD-District Office	1	3	Waste	5
	1	3	Recycle	5
Santa Ana College	5	4	Waste	5
	2	4 (w/locks)	Waste	5
	2	3	Waste	5
	2	4	Green	5
Santiago Canyon College	4	3	Waste	5

1.2.2 Waste and Recycling Tons

In 2014, a total of 864 tons of MSW and green waste was collected from the DISTRICT facilities. Through mixed waste processing, 52.5% was recycled. An additional 11.5 tons of mixed paper was collected and recycled.

1.2.3 Sustainability Plan

The DISTRICT adopted a Sustainability Plan in 2015, which established goals to improve existing landfill diversion programs, to expand recycling and waste reduction, and to strive to meet the statewide recycling goal of 75% by 2020. As part of the Sustainability Plan, the waste management subcommittee identified expanding recycling options through the rebid of the waste contract to include additional services for on-campus recycling, and green waste and food waste composting. Additionally, the DISTRICT desires to raise awareness of waste reduction and recycling through promotional activities that will explain its benefits, and implement waste reduction, recycling, and organics management at special events. The successful SERVICE PROVIDER will be expected to work closely with the DISTRICT to implement an integrated waste management program that will enable the DISTRICT to meet its waste reduction and diversion goals. In support of the program, the SERVICE PROVIDER will be expected to implement a reporting system that tracks the progress and efficacy of the program towards meeting the DISTRICT'S goals, and to modify the program as may be necessary.

2.0 PROPOSAL SCHEDULE AND PROCESS

2.1 Schedule

The proposal schedule is indicated in **Table 2**. The DISTRICT will accept Proposals no later than the time and date indicated in the Schedule.

Table 2. Proposal Schedule

RFP Advertisement	March 1 & 8 2016
Proposal Release Date	March 1, 2016
Mandatory Job Walk	March 11, 2016 at 9:00 am
Last Day to submit Questions	March 16, 2016 at 5:00 pm
Last Day for Issuance of Addenda	March 22, 2016
Proposals Due	March 30, 2016 at 2:00 PM
Award of Contract	May 16, 2016
Service Start Date	July 1, 2016

2.2 Job Walk

A mandatory job walk will be conducted on March 11, 2016 at 9:00 AM beginning at Santa Ana College, 1530 W. 17th St., Santa Ana, 92706, Building S, Room 215 and continuing at Santiago Canyon College, 8045 E. Chapman Ave., Orange, 92869. The purpose of the job walk will be to review the existing conditions and to identify opportunities and constraints. Representatives from the purchasing department, college and the DISTRICT'S consultant will be in attendance to conduct the job walk and answer questions. Proposals will only be accepted from proposers that attend the **entire** job walk. Questions and answers from the job walk will be issued as an addendum to the RFP.

2.3 Clarifications And Questions Regarding This RFP

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 via fax, email, US mail or private courier service no later than the date set for submitting questions stated in the Schedule (Table 2). 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 on or before the date fixed for issuing addenda as stated in the Schedule. Failure of Proposers to receive any addenda shall not relieve the Proposer from any obligation therein. Proposers are advised to inquire about addenda prior to submitting a Proposal.

SERVICE PROVIDERS are to acknowledge receipt of any and all RFP addenda. This shall be done by indicating the addendum number in the space provided on the RFP Form. Failure to acknowledge in writing the receipt of any addendums may result in RFP rejection. Any contact with any member of the DISTRICT'S Board of Trustees or any other District personnel other than the representative specified below may result in the Proposer's Proposal being rejected without consideration.

All questions must be submitted in writing to:

Ms. Tracey Conner-Crabbe

Director of Purchasing Services

conner_tracey@rscsd.edu

2.4 Proposal Submittal

Proposals must be submitted per the submission requirements outlined in this RFP. Proposers must submit two (2) complete sets of the Proposal in a sealed envelope, with the following clearly marked on the outside:

Proposers Firm Name and Address

Proposal for Integrated Waste Management, RFP #1278

Proposals must be delivered to the address below on or before the time and date set in the Schedule (Table 2). Proposals delivered to other places will not be considered.

Rancho Santiago Community College District

Purchasing Services Department

2323 N. Broadway, Suite 109

Santa Ana, CA 92706

Attn: Tracey Conner-Crabbe

Director of Purchasing Services

2.5 Responsibility For Timely Delivery Of Proposals

The Proposer is solely responsible for ensuring delivery to the submittal location no later than the date and time specified. Use of the United States Postal Service, campus mail system, express or overnight delivery, or any other service, shall not relieve the Proposer from the requirements of meeting the specified deadline at the specified location. The DISTRICT shall return unopened, any Proposal received after the due date and time.

2.6 Proposer's Costs

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. In addition, each Proposer acknowledges and agrees that all documentation and materials submitted with their Proposal shall remain the property of the DISTRICT.

3.0 INFORMATION FOR SERVICE PROVIDERS

3.1 Preparation of Proposal

Proposals shall be submitted in accordance with the Proposal Requirements, Section 6.0. All proposal items and statements shall be properly and legibly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall control over the numbers. The signatures of all persons shall be in longhand and in ink. Prices, wording and notations must be in ink or typewritten.

3.2 Form and Delivery of Proposals

The Proposal must conform and be responsive to all Proposal Requirements. The Proposal including the RFP Form provided, and the complete Proposal, together with any and all additional materials as required, shall be enclosed in a sealed envelope, addressed and hand delivered or mailed to the DISTRICT at: Rancho Santiago Community College District, Purchasing Services Department, 2323 N. Broadway, Room 109, Santa Ana, CA 92706, and must be received on or before the RFP deadline. The envelope shall be plainly marked in the upper left hand corner with the SERVICE PROVIDER'S name and address, the name of the Project, and the RFP number. **It is the SERVICE PROVIDER'S sole responsibility to ensure that its Proposal is received prior to the RFP deadline.** Any Proposal received after the scheduled closing time for receipt of RFPs shall be returned to the SERVICE PROVIDER unopened.

3.3 Signature

Any signature required on Proposal Documents must be signed in the name of the SERVICE PROVIDER and must bear the signature of the person or persons duly authorized to sign these documents. Where indicated, if SERVICE PROVIDER is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president or vice president and one from among the secretary, chief financial officer, or treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. Where indicated, in the event that the SERVICE PROVIDER is a joint venture or partnership, there shall be submitted with the Proposal certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful SERVICE PROVIDER, who shall act in all matters relative to the Project for the joint venture or partnership. If SERVICE PROVIDER is an individual, his/her signature shall be placed on such documents.

3.4 Modifications

Changes in or additions to any of the proposal documents, summary of the work proposed upon, alternative proposals, or any other modifications which are not specifically called for by the DISTRICT may result in the DISTRICT'S rejection of the Proposal as being nonresponsive. No oral, telephonic, facsimile or electronic modification of any of the Proposal documents will be considered.

3.5 Erasures, Inconsistent or Illegal Proposals

The Proposal submitted must not contain any erasures, interlineations, or other corrections unless each such correction is authenticated by affixing the initials of the person(s) signing the Proposal in the margin immediately adjacent to the correction. In the event of inconsistency between words and numbers in the Proposal, words shall control numbers. In the event that DISTRICT determines that any Proposal is unintelligible, illegible or ambiguous, the DISTRICT may reject such Proposal as being nonresponsive.

3.6 Examination of Site and RFP Documents

Each SERVICE PROVIDER must attend the mandatory job walk in its entirety and should fully acquaint themselves with the conditions relating to the required Services. SERVICE PROVIDERS should thoroughly examine and be familiar with the specifications and requirements of this RFP. The failure or omission of any SERVICE PROVIDER to receive or examine any form, instrument, addendum, or other document, or to visit any of the sites and acquaint themselves with conditions there existing, shall in no way relieve any SERVICE PROVIDER from any obligation with respect to his/her proposal or to the contract. The submission of a proposal shall be taken as prima facie evidence of compliance with this section.

3.7 Withdrawal of Proposals

Any Proposal may be withdrawn, either personally or by written request signed by the SERVICE PROVIDER, at any time prior to the scheduled closing time for receipt of Proposals. No SERVICE PROVIDER may withdraw any Proposal for a period of Ninety (90) days after the date set for the opening of Proposals.

3.8 Interpretation of RFP Documents

If any SERVICE PROVIDER is in doubt as to the true meaning of any part of the RFP Documents, or finds discrepancies in, or omissions from the RFP Documents, a written request for an interpretation or correction thereof must be submitted to the DISTRICT by **Tuesday, March 16, 2016 at 5:00pm**. No requests shall be considered after this time. The SERVICE PROVIDER submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the RFP Documents will be made solely at DISTRICT'S discretion and only by written addendum duly issued by the DISTRICT, and a copy of such addendum will be hand delivered or mailed or faxed or electronically submitted to each SERVICE PROVIDER known to have received a set of the RFP Documents. No person is authorized to make any oral interpretation of any provision in the RFP Documents, nor shall any oral interpretation of RFP Documents be binding on the DISTRICT. If there are discrepancies of any kind in the RFP Documents, the interpretation of the DISTRICT shall prevail. Submittal of a Proposal without a request for clarifications shall be incontrovertible evidence that the SERVICE PROVIDER has determined that the RFP Documents are acceptable and sufficient for bidding and completing the work; that SERVICE PROVIDER is capable of reading, following and completing the work in accordance with the RFP documents; and that SERVICE PROVIDER agrees that the proposal can and will be completed according to the DISTRICT'S timelines and to be submitted by the successful SERVICE PROVIDER incorporating the DISTRICT'S timelines for completion of the proposal.

3.9 Award of Contract

The DISTRICT reserves the right to reject any or all Proposals to accept or reject any one or more items of the Proposal, to increase or decrease quantities or to delete items entirely, or to award

items separately or in any combination, or to waive any irregularities or informalities in any Proposals or in the RFP process. The DISTRICT be sole judge as to the merit, quality and acceptability of Services proposed and their compliance to the RFP, and if it be in the best interest of the District. Pursuant to Public Resources Code section 40059, the DISTRICT will award a Contract to the SERVICE PROVIDER that best meets the DISTRICT'S needs and requirements, and that the DISTRICT determines, in its sole discretion, are in the best interests of the DISTRICT. The award of the contract, if made by the DISTRICT, will be by action of the Governing Board. In the event an award of the contract is made to a SERVICE PROVIDER, and such SERVICE PROVIDER fails or refuses to execute the Agreement and provide the required documents within five (5) business days after the notice of award of the contract to SERVICE PROVIDER, the DISTRICT may declare the SERVICE PROVIDER'S bid security forfeited as damages, and may award the contract to the next lowest responsive and responsible SERVICE PROVIDER or reject all Proposals.

3.10 Alternate Proposals

The Governing Board of the DISTRICT is not calling for alternate Proposals for this project.

3.11 Proposal Evaluation and Clarification

The DISTRICT reserves the right to obtain clarification of any point in a SERVICE PROVIDER'S submittal or to obtain additional information. The DISTRICT reserves the right to conduct DISTRICT telephone or email, conversations with the SERVICE PROVIDER to clarify proposals and other documents, ask questions or obtain additional information. The SERVICE PROVIDER'S inability to respond to this request may be cause of disqualification of their proposal.

3.12 Failure to Provide Requested Information

Failure of a SERVICE PROVIDER to provide any required documentation or information requested in this RFP package may result in the rejection of their proposal.

3.13 District Insurance Requirements

It is required that every SERVICE PROVIDER working for the Rancho Santiago Community College DISTRICT meet the following insurance requirements. The SERVICE PROVIDER will be required to file with the DISTRICT certificates of such insurance and endorsements. Failure to furnish such evidence will be considered default of the SERVICE PROVIDER.

The Rancho Santiago Community College DISTRICT shall be named as an *additional insured* on the Commercial General Liability and Comprehensive Automobile Liability policies, documented by a written endorsement, and the policy must carry a 30-day cancellation clause.

Prior to commencing work, and continuing during the life of the contract, SERVICE PROVIDER shall take out, and require all subcontractors, if any, to take out and maintain:

a. Commercial General Liability

Each SERVICE PROVIDER shall supply a Certificate of Insurance showing evidence of Commercial General Liability coverage with a limit of at least \$1,000,000 combined single limit per occurrence. The insurance shall be primary and non-contributory.

b. Workers' Compensation and Employers Liability

Each SERVICE PROVIDER shall supply a Certificate of Insurance showing Workers' Compensation and Employers Liability. The Employers Liability limits shall be at least \$1,000,000 each item. The SERVICE PROVIDER shall provide a waiver of subrogation.

c. Automotive Liability

Each SERVICE PROVIDER shall supply a Certificate of Insurance showing Commercial Automobile liability coverage in an amount no less than \$1,000,000 combined single limit for all owned, non-owned and hired vehicles. Commercial bus vendors must show evidence of limits of at least \$5,000,000.

d. Additional Requirements

The insurers for all coverage lines shall have a minimum A.M. Best's rating of A, VII and be admitted in California. This can be amended by separate agreement by the DISTRICT.

3.14 Insurance And Workers' Compensation

The successful SERVICE PROVIDER shall be required to furnish certificates and endorsements evidencing that the required insurance is in effect. DISTRICT may request that such certificates and endorsements are completed on DISTRICT provided forms. In accordance with the provisions of Section 3700 of the Labor Code, the successful SERVICE PROVIDER shall secure the payment of compensation to all employees. The successful SERVICE PROVIDER who has been awarded the contract shall sign and file with DISTRICT prior to performing the work, the Workers' Compensation Certificate included as a part of the RFP Documents. Labor Code Section 1861.

3.15 Hold Harmless and Indemnification

The successful SERVICE PROVIDER awarded the contract agrees to defend, indemnify, and hold harmless the DISTRICT as set forth in the Agreement (Exhibit "F").

3.16 Licensure

The SERVICE PROVIDER shall ensure that any and all work it performs, or that is performed on its behalf, in order to provide the required services shall be performed by persons appropriately licensed in their respective profession, trade or craft. The successful SERVICE PROVIDER required licensure must be maintained throughout the duration of the contract.

3.17 Anti-Discrimination

In connection with all work performed under this Project, there shall be no unlawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The successful SERVICE PROVIDER agrees to comply with applicable Federal and State laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the successful SERVICE PROVIDER agrees to require like compliance by any subcontractors employed on the Project by such SERVICE PROVIDER.

3.18 Drug-Free Workplace Certification

Pursuant to Government Code Sections 8350, et seq., the successful SERVICE PROVIDER will be required to execute a Drug Free Workplace Certification upon execution of the Agreement. The SERVICE PROVIDER will be required to take positive measures outlined in the certification in order to ensure the presence of a drug free workplace. Failure to abide with the conditions set forth in the Drug Free Workplace Act could result in penalties including termination of the Agreement or suspension of payment thereunder.

3.19 Non-Collusion Declaration

In accordance with the provisions of Section 7106 of the Public Contract Code, each Proposal must be accompanied by a Non-Collusion Declaration. This form is included with the RFP package.

3.20 Debarment

Submission of a signed proposal in response to this solicitation is certification that your firm (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntary excluded from participation in this transaction by any State or Federal department or agency. Submission is also agreement that the DISTRICT will be notified of any change in this status.

3.21 Assignment

Neither party of the Contract shall assign the Contract without the prior written consent of the other, nor shall the SERVICE PROVIDER assign any money due or to become due without the prior written consent of the DISTRICT.

3.22 Form W-9 Request for Taxpayer Identification Number and Certification

The successful SERVICE PROVIDER awarded the contract shall be required to complete and submit to the DISTRICT a Form W-9 within five business days following receipt of notification of award.

3.23 Bid Security

Each RFP response must be accompanied by one of the following forms of security: (1) cash; (2) a cashier's check made payable to the District; (3) a certified check made payable to the DISTRICT; or (4) a bond executed by a California admitted surety as defined in Code of Civil Procedure section 995.120, made payable to the DISTRICT in the form set forth in the RFP Documents (Exhibit "B" or Exhibit "C"). Such security must be in an amount not less than ten percent (10%) of the total Year 1 costs for all seven sites set forth in the RFP Form as a guarantee that the SERVICE PROVIDER will enter into the proposed Agreement, if the same is awarded to such SERVICE PROVIDER, and will provide the required performance bond, insurance certificates and any other required documents. In the event of failure to enter into said Agreement or provide the necessary documents, said security will be forfeited.

3.24 Performance Bond

A performance bond an amount equal to 100% of the total Year 1 costs for all seven sites set forth in the RFP Form, is required, and shall be provided to the DISTRICT at the time of execution of the Agreement and shall be in the form set forth in the RFP Documents (Exhibit "G").

4.0 GENERAL CONDITIONS

4.1 Contract Term

The term of this contract shall be for one (1) year, beginning July 1, 2016 through June 30, 2017, with an option to renew by mutual agreement, for up to four (4) additional one-year terms not to exceed five (5) years, per Education Code 81644. The Contract shall commence only after a fully executed agreement is in place and the Director of Purchasing has provided a written notification to proceed to the SERVICE PROVIDER awarded the Contract. Should the DISTRICT add new facilities, the SERVICE PROVIDER will be required to provide new pricing.

4.2 Transition Period

In the event that the DISTRICT'S current vendor is not awarded this RFP, then there will be a reasonable transition period; which the current vendor must remove their bins and the awarded SERVICE PROVIDER places their bins at the specified pick-up locations. It is incumbent upon both parties that a smooth transition occur in order to minimize the disruption of services to the DISTRICT. After the DISTRICT Board of Trustees has approved a recommendation to award this RFP, a Notice to Proceed letter shall be sent to the awarded SERVICE PROVIDER. The DISTRICT shall be responsible for coordinating with the awarded SERVICE PROVIDER and the current vendor for the removal and placement of awarded SERVICE PROVIDER'S bins.

4.3 Service Provider's Equipment

SERVICE PROVIDER shall provide adequate equipment for the collection of solid waste. Each vehicle used for collection shall have the name and telephone number of the SERVICE PROVIDER plainly visible on the outside of the vehicle for purposes of identification. SERVICE PROVIDER'S trucks shall be of appropriate size with metal bodies free from holes and cracks to prevent any spillage on DISTRICT grounds or public highways.

All equipment used for collection should be watertight and shall be covered with suitable waterproof tarpaulin, metal covers, or other satisfactory covers. The SERVICE PROVIDER shall transport all waste and/or refuse collected in performance of this contract in a careful and sanitary manner. No rubbish or garbage shall be permitted to leak, fall or be spilled upon streets, alleys, or onto public or private properties. Any leakage or spillage shall be immediately corrected and the area cleaned by the SERVICE PROVIDER. SERVICE PROVIDER shall comply with all requirements of the Health Department having jurisdiction of the location.

4.4 Vehicles/Operators

All SERVICE PROVIDER vehicles used in performance of this contract are to be properly registered, licensed and insured and shall have necessary permits, to comply with state and local regulations. SERVICE PROVIDER shall provide the services called for in such a manner and method as to conform to all provisions of the laws, rules, and regulations of the cities of Santa Ana, Orange, Tustin and California State Orange County Ordinances, and the State of California.

4.5 Method Of Collection

The SERVICE PROVIDER shall, upon collection of waste and or refuse from containers, replace safety lids upon request. After emptying, containers shall be lowered carefully to ground level to prevent unnecessary noise and damage to property and containers.

4.6 Fees, Licenses And Permits

The SERVICE PROVIDER will be responsible for determining and obtaining any and all fees, licenses and permits required for operation under this contract. The cost of these fees, licenses and permits are considered a cost of doing business under this contract and will not be allowed as separate prices in the proposal. Any price or fee increases shall be included in the prices provided in the RFP Form for each year and no other increases of any kind will be allowed unless agreed upon in writing by the DISTRICT and approved by the Governing Board of Trustees.

4.7 Subcontractor

Subcontractors, if any, engaged by the SERVICE PROVIDER for the service shall be subject to the approval of the DISTRICT. SERVICE PROVIDER shall be held responsible for all operations of sub-contractors and shall require them to maintain adequate Workers' Compensation and Commercial General Liability Insurance. SERVICE PROVIDER shall provide and submit a list of Subcontractors with their proposal.

5.0 SERVICE SPECIFICATIONS AND REQUIREMENTS

The DISTRICT is seeking a partnership with a single SERVICE PROVIDER for an integrated waste management program that includes collection, hauling, processing, recycling, and disposal of solid waste, recyclables, and organic materials.

Currently, all waste is picked up single-stream from the campuses, and recycling is performed at a mixed waste processing facility. As a result, the DISTRICT is severely limited on service offerings for recycling and organics processing. The DISTRICT wishes to evaluate services that will expand recycling options for the DISTRICT.

As part of its Sustainability Plan, the DISTRICT has established goals to improve existing landfill diversion programs, and strive to meet the statewide recycling goal of 75% by 2020. In accordance with the Sustainability Plan, the DISTRICT and colleges goal is to reduce the waste stream by making resource conservation an integral part of its waste reduction and recycling programs. Resource conservation will be implemented by employing the strategies of reduce, reuse, and recycle into its environmental programs.

5.1 Mandatory Requirements

The successful SERVICE PROVIDER must provide waste collection, recycling, and green waste services to the DISTRICT facilities listed in Section 1.0, Table 1, and described in detail below.

- a. Centennial Education Center (CEC)** is an adult continuing education school, and is part of the Santa Ana College operations. On a daily average, CEC has approximately 200 employees, 2,200 students and a child development center serving approximately 275 children. The facility has MSW collection and paper recycling services. The school is located on West Edinger, adjacent to Centennial Park, in Santa Ana, approximately 4 miles south of Santa Ana College.
- b. Digital Media Center (DMC)** provides educational programs in digital media arts, TV/video communication, digital music and business seminars. The 28,000 square-foot DMC also includes a business incubator program dedicated to the emerging digital media industry in the Orange County area. The facility has approximately 100 full time employees and students, and hosts special events four times per year for approximately 100 persons. The facility has MSW collection only. It is located on South Bristol in Santa Ana.

- c. **Orange Education Center (OEC)** was traditionally used as an adult continuing education center and child development center that served 2,000-2,500 students per day and approximately 200 children in childcare. Presently it is used for DISTRICT warehousing and publications operations, with a total of 10 employees. The facility is undergoing Master Planning, with projected completion in 3 years. The facility presently has MSW collection only; green waste is collected by the landscape SERVICE PROVIDER. Future waste collection service needs at the facility will depend on the ultimate use of the site, and therefore service requirements will require flexibility. The facility is located on Batavia Street in Orange.
- d. **OC Sheriff's Regional Training Academy** houses 30 full-time Sheriff's Deputies and 5 DISTRICT employees. Approximately 130 students per day attend training at the facility. The facility also hosts special events, including weekly training and bi-monthly graduation ceremonies. The facility has MSW and green waste collection services. The facility is located on Armstrong Avenue in Tustin, on the former Tustin Air Base.
- e. **Rancho Santiago Community College DISTRICT Office** is a four story office building with approximately 100-200 employees. In addition to MSW collection, the facility also receives mixed recyclable collection. The office is located on Broadway, in Santa Ana.
- f. **Santa Ana College (SAC)** is the larger of the two colleges in the DISTRICT, with approximately 16,000 students and 800 faculty and staff. The Child Development Center serves approximately 200 children per day, including food preparation. The Johnson Student Center cafeteria presently serves pre-packaged food, but will undergo demolition and reconstruction in 2016 and may have a full service cafeteria in the future. Flexibility in future service at this location will be required. The facility generates cardboard from the bookstore and cafeteria. Cans and bottles are collected by scavengers. The facility presently has MSW, green waste, and paper recycling collection services. Currently, waste and green waste containers are placed in a number of locations throughout the campus, in proximity to major operations areas. The SERVICE PROVIDER should consider these and potentially other areas, for placement of containers. The college is located on 17th Street in Santa Ana.
- g. **Santiago Canyon College (SCC)** has approximately 10,000 - 11,000 students, 600 faculty and staff, and a child development center serving approximately 87 children per day. There is a cafeteria on site, with only minor food preparation. Green waste is collected by the landscaping SERVICE PROVIDER. The facility presently has MSW and paper recycling collection services. The existing waste collection area is used for MSW and paper recycling bins. There is a previously unused, dedicated compactor site in proximity to the waste collection area, which should be considered for use by the SERVICE PROVIDER. The college is located on Chapman Avenue in Orange.

The estimated weekly volumes of waste that will require collection at each facility is shown in **Table 3**.

Table 3. Estimated Weekly Volumes of Waste

FACILITY	CUBIC YARDS PER WEEK			
	MSW	GREEN WASTE	MIXED RECYCLABLES	PAPER; OCC
Centennial Education Center	40	0	0	1
Digital Media Center	9	0	0	0
Orange Education Center	6	0	0	0
OC Sheriff's Regional Training Academy	15	4	0	0
RSCCD District Office	15	0	15	0
Santa Ana College	170	80	0	3
Santiago Canyon College	60	0	0	1
Total	315	84	15	5

5.1.1 Waste Collection

The SERVICE PROVIDER will be required to provide waste collection services at each facility. The level of service for waste collection at each facility shall be determined by the SERVICE PROVIDER. Service must be provided in accordance with an established schedule that will ensure waste is properly collected, transported, and disposed, in accordance with applicable laws and regulations.

5.1.2 Containers

The SERVICE PROVIDER will be required to provide appropriate types and numbers of containers for collection of waste, recyclables, and green waste at each facility, taking into consideration space requirements, collection methods and material types and quantities. All containers shall be freshly painted, free from graffiti and in excellent condition. The SERVICE PROVIDER shall immediately replace or repair any damaged bins at no cost to the DISTRICT, should the DISTRICT determine that a bin requires replacement. The DISTRICT reserves the right to modify the quantity, size, pick-up frequency, service time and location of containers.

5.1.3 Pick-Up Times And Restrictions

The SERVICE PROVIDER shall develop a pick-up schedule to be approved by the DISTRICT. The DISTRICT reserves the right to designate the time of day for servicing the containers at each facility. In general, it is expected that containers will be picked up and emptied between 7 am and 5:00 pm. The SERVICE PROVIDER shall utilize vehicles with an alternative fuel source for servicing the DISTRICT facilities.

5.1.4 Recycling Service

The SERVICE PROVIDER is required to implement recycling programs that will ensure DISTRICT Facilities are in compliance with AB 341, and will enable the DISTRICT to achieve its waste diversion goals. Typical recyclables generated at DISTRICT facilities include all types of paper; aluminum, glass, and plastic containers, plastic packaging, and other recyclable materials. The recycling can be accomplished through source separation or mixed waste processing. The SERVICE PROVIDER must provide all locations, with addresses, of all recycling facilities that are used for DISTRICT materials, and is responsible for maintaining and

updating this information for the DISTRICT on a quarterly basis. The SERVICE PROVIDER will be required to submit monthly recycling reports and copies of load weight tickets and tonnage for the recyclables collected and recycled. The DISTRICT reserves the right to verify rates and tonnages before payment of invoices. The SERVICE PROVIDER shall immediately upon knowledge notify the appropriate DISTRICT Representative of any recyclable commodity that can no longer be diverted from the landfill for whatever reason.

5.1.5 Organics Recycling Service

The SERVICE PROVIDER is required to implement organics recycling programs that will ensure DISTRICT facilities are in compliance with AB 1826. Typical organic materials generated at DISTRICT facilities includes green waste, contaminated paper, and some food waste. Organics recycling can be accomplished through composting, anaerobic digestion, or other organics processing. The SERVICE PROVIDER must provide all locations, with addresses, of all organics processing facilities that are used for DISTRICT materials, and is responsible for maintaining and updating this information for the DISTRICT on a quarterly basis. The SERVICE PROVIDER will be required to submit monthly organics recycling reports and copies of load weight tickets and tonnage for the recyclables collected and recycled. The DISTRICT reserves the right to verify rates and tonnages before payment of invoices. The SERVICE PROVIDER shall immediately upon knowledge notify the appropriate DISTRICT Representative of any organic material that can no longer be diverted from the landfill for whatever reason.

5.1.6 Materials Recovery Facilities And Landfills

SERVICE PROVIDER is required to utilize a Material Recovery Facility (MRF) or other approved processing facility, to process and sort through ALL contents from containers collected at DISTRICT facilities. The DISTRICT'S landfill waste should be sorted for recyclable material prior to it being sent to the landfill. All salvageable recyclable material shall be removed from the landfill waste stream. The diversion rate (weight content) shall be tracked and transmitted to the DISTRICT as part of the monthly report.

The SERVICE PROVIDER shall provide on a monthly basis a list of landfill locations being used, and shall be responsible for maintaining and updating this information to the DISTRICT.

5.1.7 Recycling Bins

If a commingled recycling program is proposed, the SERVICE PROVIDER shall provide recycling bins for collection of commingled recyclables in common areas of DISTRICT facilities. The quantities of bins shall be determined by the SERVICE PROVIDER. The types of bins shall be proposed by the SERVICE PROVIDER, with final approval by the DISTRICT. The bins will be placed by the SERVICE PROVIDER in strategic locations with the intention of providing convenient access to recycling for DISTRICT staff, faculty, students, and guests.

If food scraps collection is proposed, the SERVICE PROVIDER shall provide bins for collection of food scraps in food preparation areas and in cafeteria areas of DISTRICT facilities. The quantities of bins shall be determined by the SERVICE PROVIDER. The types of bins shall be proposed by the SERVICE PROVIDER, with final approval by the DISTRICT.

5.1.8 Cleaning

During each pick-up the SERVICE PROVIDER shall identify and remove any overflow refuse from the immediate container areas and rake clean at no cost to the DISTRICT. Should the

DISTRICT incur costs associated with the cleanup of overflow refuse in a container area, the DISTRICT reserves the right to recover those costs from the SERVICE PROVIDER.

A semester cleaning schedule for large compactor bodies for the entire contract term shall be furnished by each site Administrator.

If food waste bins are not emptied when scheduled, the SERVICE PROVIDER shall be responsible for all associated pest control costs.

5.2 Special Conditions And Services

5.2.1 Emergency Service

When required by the DISTRICT, 24 hour-a-day emergency service with a response time of two (2) hours or less shall be provided by the SERVICE PROVIDER at the quoted rates herein for similar service. When requested by the DISTRICT, the SERVICE PROVIDER shall furnish additional three or four cubic yard bins, open-top 30 - 40 yard bins, and/or 10-20 cubic yard "lowboy" containers to be placed as requested. Rates for any such additional bins shall be as indicated herein.

5.2.2 Additional Services

As part of the consideration for entering this Agreement, SERVICE PROVIDER shall provide the following at no charge, and shall not adjust its rates to the DISTRICT to offset cost incurred in providing any of the services listed below:

5.2.2.1 The SERVICE PROVIDER shall provide additional bins and/or services when requested by DISTRICT Representative, (e.g., Special Events, Athletic Events, construction site support, etc.).

5.2.2.2 SERVICE PROVIDER shall work with the colleges in identifying and resolving continual problems with overflowing bins or bin enclosures, and/or other unsanitary conditions caused by the college.

5.2.2.3 SERVICE PROVIDER shall respond to calls from the DISTRICT to dispose of bulky items and other solid waste as result of illegal or unauthorized dumping occurring within the DISTRICT limits. It is the parties' expectations that this service will occur on a relatively infrequent basis, and, accordingly, if this service becomes necessary at a level exceeding SERVICE PROVIDER'S expenses, the DISTRICT shall meet and confer with the SERVICE PROVIDER in good faith to evaluate the level of additional compensation to which the SERVICE PROVIDER may be entitled for such additional service.

5.2.3 Waste Characterization Study

A waste characterization study shall be performed each year. The study shall identify by each facility the types and quantities of materials disposed and recycled. The study, at the minimum, shall include study duration, location, CalRecycle waste sort protocols, or other protocol to be approved by the DISTRICT. The study shall be conducted using visual and/or physical inspection and shall identify material types, weights, percentage of each and respective diversion rates. Upon review of the study findings, the SERVICE PROVIDER shall make recommendations to increase recycling rates, which items should be targeted for reduction upstream, and to reduce contamination rates.

5.2.4 Sustainability Planning And Diversion Requirements

The DISTRICT has established a goal to meet the statewide recycling goal of 75% by 2020. The SERVICE PROVIDER shall develop a proposal, within 6 months of award, which shall identify the DISTRICT'S current diversion rate trends and means for increasing diversion rates to reach the DISTRICT'S diversion target. The Proposal shall include specific criteria and timeline and shall be based on the SERVICE PROVIDER'S quoted rates herein. Diversion includes all organics and recyclables recovered from material processing facilities where applicable.

5.2.5 Public Outreach and Education

The SERVICE PROVIDER will be required to work with the DISTRICT to create waste diversion and recycling outreach / educational materials and programs for the DISTRICT'S facilities. The SERVICE PROVIDER shall prepare and provide to the DISTRICT, within 3 months of award of the contract, a comprehensive recycling outreach and education plan for review and approval by the DISTRICT. The outreach and education materials and programs shall focus on the hierarchy of reducing, reusing, repurposing, recycling, and composting, and shall provide information on what and where to recycle various materials, and the environmental benefits of the program. The SERVICE PROVIDER shall utilize a variety of outreach methods, including electronic and print media. Printed materials shall be provided in sufficient quantities for the DISTRICT'S use and distribution.

The SERVICE PROVIDER will provide and distribute outreach and education in the form of online resources, web-ads, fliers, cards, or other methods acceptable to the DISTRICT. All brochures, mailings, and other educational materials are to be approved by the DISTRICT in advance of distribution, and shall not bear the DISTRICT logo unless otherwise approved by the DISTRICT. Any outreach material utilizing paper provided and distributed by the SERVICE PROVIDER shall be made from recycled-content paper and must be labeled "Printed on Recycled Paper" on the outreach material. SERVICE PROVIDER shall cooperate fully with the DISTRICT in this regard.

Education Items - SERVICE PROVIDER will provide a minimum of the following public education items to be developed at SERVICE PROVIDER's expense and distributed, after DISTRICT approval, as indicated below:

- Web-based Program Catalogue - SERVICE PROVIDER shall be required to develop and provide updated information details on the program to the DISTRICT in an "e-book" or "emagazine" format, or an alternative format only if approved in advance by DISTRICT (not PDF), ready for addition to the DISTRICT and SERVICE PROVIDER websites. SERVICE PROVIDER shall update this based on any program, service or date changes.
- Semi-Annual Brochures –A full color brochure informing campus coordinators of how to use available services, including holiday collection schedules and customer services numbers.
- Quarterly Notices – SERVICE PROVIDER is responsible for preparing notices promoting and explaining programs at least quarterly to all DISTRICT facilities with DISTRICT's review and approval of the materials.

Recycling Representative - SERVICE PROVIDER shall provide a representative able to visit DISTRICT facilities to promote and explain the Recycling programs, and participate in demonstrations, fairs and special events.

Meetings - In addition to the Web-Based Programs Catalogue and Instructional Packets required above, prior to initiation of services under the new Agreement, SERVICE PROVIDER will conduct a minimum of two meetings with DISTRICT representatives describing program changes, dates of program implementation, and other necessary information. The meetings shall be conducted at a facility to be determined by DISTRICT.

Events - At the direction of the DISTRICT, the SERVICE PROVIDER shall participate in and promote Recycling and other diversion techniques at DISTRICT events and local activities. Such participation would normally include providing, without cost to DISTRICT, Collection of Solid Waste at the event and educational information promoting the goals of the DISTRICT's recycling programs.

Facility Tours - SERVICE PROVIDER shall provide DISTRICT representatives tours of its solid waste facility/facilities.

5.2.6 Reporting Requirements

The DISTRICT requires consistent and accurate reporting of the information collected by the SERVICE PROVIDER, in order to assess progress in meeting its Sustainability and waste diversion goals. The SERVICE PROVIDER must implement a reporting system for tracking and reporting all waste collection, recycling and diversion information. The SERVICE PROVIDER will be required to provide the DISTRICT with the following reports via email no later than the first Friday following the previous month:

- Types and quantities (weight) of materials recycled
- Types and quantities (weight) of materials disposed
- Types and quantities (weight) of materials recovered at MRFs or other processing facilities
- Diversion rate, including the percentages and weights of material type that make up the total Diversion Rate.
- List of all Landfills, Compost Facilities, Material Recovery Facilities, Transfer Stations, Waste-to-Energy Plants and/or other processing facilities used.

5.2.7 Training

The SERVICE PROVIDER shall provide training and assistance for any new programs to ensure their success. Such programs may include collection of commingled recyclables, or a food scraps collection program. The SERVICE PROVIDER will be expected to train staff (in English, Spanish and other appropriate languages) on what is recyclable and/or compostable, how to process materials, what signage to use, the development of signage, bin locations, monitoring the success of the program, answering any outstanding questions, etc.

During the course of the Contract, the SERVICE PROVIDER shall provide the DISTRICT with an assessment and suggestions for the current waste infrastructure, bin locations and material flow in order to optimize the collection system. This assessment will include but is not limited to: a campus bin evaluation, bin placement, potential for compactors, routing of trucks, etc.

5.2.8 Changes Not Affecting Contract Price

The Director of Purchasing shall have the unilateral right to make modifications in the Special/General Conditions and Specifications if such modifications do not affect the contract

price. Such changes shall be made only by written notification from the Director of Purchasing to the SERVICE PROVIDER'S Contract Manager. Should the SERVICE PROVIDER'S Contract Manager fail to protest such modifications within seven (7) calendar days after receipt of notice from the Director of Purchasing, then the RFP Documents shall be amended without any change in the contract price.

5.2.9 Changes Affecting Contract Price

The DISTRICT may from time to time, without invalidating the contract, modify the contract by adding, deleting or changing pick-up frequency, bin type; or by adding, deleting or changing specifications. All such changes shall be ordered by means of a written Change Order. Any changes in compensation to the SERVICE PROVIDER resulting from such Change Orders shall be agreed upon by the DISTRICT and the SERVICE PROVIDER in writing, and shall be issued as sequentially numbered amendments to the Contract.

Upon 30 days written notice, the DISTRICT may opt to change the scope of work associated with this contract. Reductions in Scope of Work could result in the phasing out of the contract over a period of time. At no time will the SERVICE PROVIDER be provided additional compensation for the phased reduction in service and/or additional management cost. The SERVICE PROVIDER shall be notified of any changes in scope by way of an amendment to the Service Agreement.

5.2.10 Holidays, Schedule Changes

The DISTRICT may, at its sole discretion, elect to omit and/or modify scheduled pick-ups when said pickups would occur on DISTRICT observed holidays. The DISTRICT will provide seven (7) day advance written notice of any such schedule modifications. The SERVICE PROVIDER shall identify the number of pick-ups that were omitted or reduced at each facility for the respective billing period. The quantity shall be extended by the quoted rates herein and shall be reflected on the invoice for the same period.

5.2.11 Director Of Purchasing Services

The DISTRICT shall designate the Director of Purchasing Services as Contract Administrator who shall act on behalf of the DISTRICT with respect to all aspects of this Contract.

The Director of Purchasing Services shall have authority to require the SERVICE PROVIDER to comply with all provisions of this contract. The SERVICE PROVIDER shall strictly and promptly follow the instruction of the Director of Purchasing Services in every case. The Director of Purchasing Services shall exercise any discretionary authority in a reasonable manner or in accordance with State procedures.

The SERVICE PROVIDER shall provide the Director of Purchasing Services free and easy access to inspect and measure the manner and progress of the service at all times and to inspect the types and qualities of tools, equipment, chemicals, supplies and all other materials used in the performance of the services. It is agreed that such an inspection and measurement is not for the purpose of controlling or directing the service or employment of the SERVICE PROVIDER, but to assure that all services meet the requirements of the Contract.

The Director of Purchasing Services shall have the authority to require the SERVICE PROVIDER to make temporary changes in the services if such changes do not affect the prices contained in the RFP Form. Such temporary changes shall be in writing and shall not affect the amount of payment to the SERVICE PROVIDER.

5.2.12 District / Service Provider Teaming

After award, SERVICE PROVIDER'S representative will be required to meet with designated DISTRICT personnel. These meetings will focus on topics such as routing of SERVICE PROVIDER'S vehicles, the most effective use, sizes and locations of containers, frequency of service, usage reports, billing, etc. These meetings will be held in the following time increments:

- Months 1-3: meet once a month
- Months 4-6: meet every other a month
- Remainder of the contract: meet every six months

These meetings will be strictly enforced or contract may be forfeited. Delays due to acts out of the control of all parties are excluded from this requirement (Force Majeure). A change of the SERVICE PROVIDER'S representative must be reported immediately to the DISTRICT.

5.2.13 Invoicing And Payment

Invoices for services provided by SERVICE PROVIDER shall be rendered on a monthly basis, 30 days in arrears. All invoices must include the following:

- Purchase Order/Site Location
- Total waste tonnage per month with cost per ton.
- Total recycling tonnage per month with cost per ton.
- Total green waste tonnage per month with cost per ton.
- Certified weight tickets from weigh scales or the landfill's scale house.
- List of the landfills where waste was disposed of.

Information shall be provided separately for each facility.

6.0 PROPOSAL SUBMITTAL PROCESS AND REQUIREMENTS

The Proposer is responsible to read and review the entire RFP and for being in compliance with all the RFP requirements. The proposal and required submittals are to be submitted in marked, sealed envelopes no later than the time specified in the Schedule (Table 2). The proposer is responsible for the delivery of the proposal to the Purchasing Office at the DISTRICT Operations Center of Rancho Santiago Community College DISTRICT, on or before the RFP due date and time. The Proposer may wish to deliver his/her bid in person to assure this requirement is met. The DISTRICT assumes no responsibility for delays caused by the United States Postal Service, other delivery service or internal mail system. A proposal submitted after the appointed time will be returned unopened.

6.1 Submittal Process

- a. To expedite and simplify the Proposal evaluation and to ensure that each Proposal receives the same orderly review, all Proposals shall adhere to the format specified in the RFP. Proposals shall contain all elements of the information without exception. Fill in all blanks (if any). Provide information and answer all questions in sections where required. To do otherwise, may deem your Proposal non-responsive.

b. The following documents must be signed and submitted with the SERVICE PROVIDER'S proposal:

- RFP Form
- Non-Collusion Declaration (Exhibit "A")
- Bid Bond Form or Bid Guarantee Form (Exhibit "B" or "C")
- Subcontractor List (Exhibit "D")
- RFP Checklist (Exhibit "E")

Refer to Checklist, Exhibit "E" for additional materials to be submitted with your proposal.

After the award has been approved by the Governing Board, the successful SERVICE PROVIDER shall execute and return to the DISTRICT within five (5) business days after receiving the notification of the award, the following documents; otherwise, the SERVICE PROVIDER'S bid security shall be forfeited:

- Agreement (Exhibit "F")
- Performance Bond (Exhibit "G")
- Drug-Free Workplace Certification (Exhibit "H")
- Workers' Compensation Certificate (Exhibit "I")
- Business Enterprises (Exhibit "J")
- Certificate(s) of Insurance (See DISTRICT Insurance Requirements)
- W-9

c. Six (6) sets (one original and five copies) of the proposal must be submitted in a sealed envelope or package and be clearly marked as required below. Do not fax or email RFP responses.

Proposers Firm Name and Address

Proposal for Integrated Waste Management Services, RFP #1278

d. Proposals must be delivered to the address below on or before the time and date set in the Schedule. Proposals delivered to other places will not be considered.

**Rancho Santiago Community College District
Purchasing Services Department
2323 N. Broadway, Suite 109
Santa Ana, CA 92706
Attn: Tracey Conner-Crabbe
Director of Purchasing Services**

e. Proposals shall be opened and the prices read publicly on **April 1, 2016 at 2:00 pm PST.**

f. Proposals shall be good for ninety (90) days from the date of the Proposal opening. Proposals may not be withdrawn after the closing date and time.

g. Any financial information contained in proposals submitted for the DISTRICT'S consideration, and clearly marked as such, will be held in confidence until all evaluations are concluded and an award has been made.

6.2 Proposal Requirements

The following information must be provided in the proposal, in the order specified below.

6.2.1 Company Information

Proposers shall supply details of ownership of their company(ies) and any subcontractors and affiliates. The following information regarding the Proposer's company, and any subcontractors and affiliates, must be listed:

- a. If the company is a corporation, list the state of incorporation, the names and addresses of all officers and agents.
- b. List any proposed subcontractors and/or affiliated companies to be used in the normal course of business, including those involved in recycling and processing of organic materials, wet materials, clean food discards, plant trimmings, etc. Listing shall include the company name, address, telephone number, contact name and title, and a brief description of their responsibilities.
- c. Describe any ownership or operating agreements, contractual agreements, or relationships with owners or operators of landfills, transfer stations, material recovery facilities, organics processing, and composting facilities, and solid waste, recyclables, organic materials, or plant trimmings collection companies, operating in the Southern California area (all California jurisdictions south of the City of Santa Barbara) and the materials accepted at each facility.

6.2.2 Management Staff

Proposers shall provide an organization chart, job duties, and responsibilities for the key staff positions that will be responsible for the management of the proposed work. This shall include all key subcontractors and affiliates included in Proposer's proposal.

Identify the manager and other key management personnel, location of office or of proposed office, and telephone number where operations will be administered.

6.2.3 Business Status

Proposer shall provide records filed with and from the California Secretary of State to establish that Proposer, and any subcontractors or affiliates, can conduct business in the State of California.

6.2.4 Statement Of Qualifications

Proposer shall provide information demonstrating that it has the necessary experience to provide the proposed Services. A description of the relevant qualifications and experience of the firm and key personnel should also be provided. The same information shall be provided for subcontractors and affiliates (parent companies, subsidiaries, partners, principals, or joint venture) of the Proposer named in the proposal.

The information provided by Proposers shall include, but not be limited to, the following:

- Describe the relevant experience of the company(ies) for the last five (5) years. If company(ies) has less than five (5) years' experience, describe the principals' experience and their role in key projects of similar scope and nature.

- Describe the solid waste collection, processing, recycling and disposal services that the Proposer has implemented for other colleges or universities that are similar to those being proposed for the DISTRICT. The description must include, at a minimum the term of the agreement(s) (start and end dates), whether all options were exercised and if not why not, work approach, program results, and client contacts.
- Describe Proposer's experience in maximizing diversion and meeting sustainability goals and objectives.
- Provide job descriptions and relevant technical experience of key management personnel and a description of their background.

6.2.5 Financial Qualifications

Proposers must provide copies of audited financial statements for the entity that is proposed to perform the services for the most recent three (3) fiscal years. Audited financial statements shall include: balance sheet, income statement, statement of changes, footnotes, and subsidiary schedules. All financial statements shall be prepared in accordance with Generally Accepted Accounting Principles applied on a consistent basis and shall be audited in accordance with Generally Accepted Auditing Standards by an Accountant certified in the State of California.

6.2.6 Parent Company

If the Proposer has a parent company or is proposing a joint venture, the parent company or joint venture company(ies) must also provide audited financial statements for the most recent three (3) fiscal years. In addition, the parent company must provide a statement indicating its intent and means to provide financial assurance of performance.

6.2.7 New Entity Guarantee

If the entity that will sign the Agreement has been in existence less than three (3) years, the Proposer must provide sufficient financial data to substantiate, to the satisfaction of the DISTRICT, the Proposer's financial capability and viability of the entity, and agree to guarantee the financial strength of the new entity.

6.2.8 CFO Statement

In addition to the audited financial statements, the Proposer must provide a statement from the Chief Financial Officer indicating that there has been no material change in the financial circumstances (or its parent company or owners if they are providing financial assurance of performance) since the date of the last audited financial statements.

6.2.9 Suspension Or Revocation Of Entitlement

The Proposer shall inform the DISTRICT if it and its affiliates have had a permit, franchise, license, business license, or other entitlement revoked or suspended in the last five (5) years. If yes, the Proposer must identify the parties involved, describe the reason for the revocation or suspension, and provide contact information.

6.2.10 Fines Or Charges

The Proposer must list any liquidated damages, administrative fines, charges, or assessments that total fifty thousand dollars (\$50,000) or greater in any one (1) calendar year during the last five (5) years that have been paid by the Proposer, or any subcontractor or affiliate of the Proposer as a result of solid waste management services provided by Proposer. The list should include the name

of the contracting entity, the date and amount of the liquidated damages, administrative fines, charges, or assessments, and the reason the entity assessed the liquidated damages, administrative fines, charges, or assessments.

6.2.11 Claims

The Proposer must list any claims, it and its affiliates have, against a bid, proposal, or performance bond and the results and failure to receive a bid, proposal, or performance bond, or any contractual defaults or termination in the last fifteen (15) years.

6.2.12 Worker Safety History

Proposers must provide information on the Proposer and any subcontractor or affiliate (parent company, subsidiary, partner, principal, or joint venture) of the Proposer, detailing its worker safety record for the past five (5) years. The information shall include employee safety metrics commonly used in the industry including, but not limited to, the number of hours lost for individual injuries per employee and workers’ compensation insurance ratios.

6.2.13 Description Of Services

Proposers must demonstrate the ability to collect, process, recycle and dispose of all waste streams generated at the Facilities. Include a description for each Facility of the methods that will be used for Collecting, Processing, Transferring, Marketing, and Diverting of all waste streams generated at the Facilities, the Transition and Implementation Plan, and the methods to be used for Data Collection and Reporting.

7.0 PROPOSAL EVALUATION CRITERIA AND WEIGHTING

The following criteria and weights will be used to evaluate proposals.

Criteria	Weight
Qualifications and Experience	25%
Proposed Services	35%
Proposed Costs	35%
Environmental Stewardship	5%
TOTAL	100%

7.1 Qualifications and Experience

The experience of each Proposer will be evaluated to determine the relative ability of the Proposer to implement the program elements described in this RFP and to attain the DISTRICT’S objectives for solid waste management diversion. Areas of experience to be considered will include without limitation the list below. These criteria will not be weighted equally for the purposes of evaluation.

- a. Proposer’s performance of similar services.
- b. Previous experience providing similar services at a similar throughput volume.

- c. Proposer's performance in transitions.
- d. Qualifications and structure of project management team, relationships between management team and corporate management, and internal controls.
- e. Experience in coordinating service provisions with other contractors.
- f. References.
- g. Previous history as an employer.
- h. Previous labor relations history.
- i. Litigation history.
- j. Financial strength.

7.2 Proposed Services

The services evaluation will assess the ability of the Proposer to meet the proposed performance specifications and criteria on a long-term basis. Services criteria to be considered will include without limitation the list below. These criteria will not be weighted equally for the purposes of evaluation.

- a. Review and evaluation of Proposer's proposed services.
- b. Ability to meet transition and implementation schedule.
- c. Ability of proposal to further the DISTRICT'S Sustainability goals.
- d. Commitment to sound environmental policies and practices.

7.3 Proposed Costs

The cost evaluation is intended to provide an equitable basis for cost comparisons among proposals, and the reasonableness of proposed fees given Proposer's assumptions. All cost information to be used will be as stated in the RFP Form.

7.4 Environmental Stewardship

The environmental stewardship evaluation will assess how proposals will support the goals and objectives of the DISTRICT'S Sustainability Plan.

RFP FORM

Name of SERVICE PROVIDER:

To: RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, acting by and through its Governing Board, herein called the "DISTRICT".

1. Pursuant to your Notice Calling for Request for Proposal and the other documents relating thereto, the undersigned SERVICE PROVIDER, having become familiarized with the complete contract, the local conditions affecting the performance of the work/service and the cost of the work/service at the locations where the work/service is to be done, hereby proposes and agrees to be bound by all terms and conditions of the complete contract and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, tools, equipment, an all applicable taxes, permit fees and transportation necessary to perform the work/service and complete in a good workmanlike manner all of the work/service required in conformance with applicable safety orders, in connection with the following:

Service: **Integrated Waste Management Services**

RFP No: **1278**

all in strict conformity with the complete contract, as defined in the specifications including: ADDENDUM # ” ”, ADDENDUM # ” ”, ADDENDUM # ” ”, ADDENDUM # ” ” ADDENDUM # ” ”, and the amounts listed on pages 27 through 34.

2. It is understood that the DISTRICT reserves the right to reject this Proposal and that this Proposal shall remain open and not be withdrawn for the period specified in the Notice Calling for Request for Proposal.

3. The required list(s) of proposed subcontractors, if any, is attached hereto (Exhibit "D"), and the undersigned represents and warrants that such list(s) is complete.

4. It is understood and agreed that if written notice of the acceptance of this Proposal is mailed, telegraphed, or delivered to the SERVICE PROVIDER after the opening of the Proposal, and within the time this Proposal is required to remain open, or at any time thereafter before this Proposal is withdrawn, the SERVICE PROVIDER will execute and deliver to the DISTRICT the Agreement and all other required documents. The SERVICE PROVIDER further agrees that the work/service under the contract shall be commenced by the SERVICE PROVIDER, if awarded the contract, on the date shown on the purchase order and shall be completed by the SERVICE PROVIDER on the end date shown on the purchase order.

5. Communications conveying acceptance of Proposal, requests for additional information or other correspondence should be addressed to the SERVICE PROVIDER at the address stated below.

6. The name of all persons interested in the Proposal as principals are as follows:

7. In submitting this Proposal, the SERVICE PROVIDER offers and agrees that if the proposal is accepted, it will assign to DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700 et seq.) arising from purchases of goods, materials, or services by the SERVICE PROVIDER for sale to the DISTRICT pursuant to the RFP. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment under the contract. (Public Contract Code Section 7103.5; Government Code Section 4552).

8. It is understood and agreed that should SERVICE PROVIDER fail or refuse to return Workers Compensation Certificate and insurance certificates to the DISTRICT within the time specified, may result in delays in the work/service and possible rejection of the SERVICE PROVIDER and forfeiture of its bid security.

9. The SERVICE PROVIDER hereby certifies that it is, and at all times during the performance of work/service hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the SERVICE PROVIDER shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceeding, penalties or claims arising out of the SERVICE PROVIDER's failure to comply strictly with the IRCA.

10. It is understood and agreed that if requested by the DISTRICT, the SERVICE PROVIDER shall furnish a notarized financial statement, references, and other information required by the DISTRICT sufficiently comprehensive to permit an appraisal of SERVICE PROVIDER's ability to perform the contract.

11. The required Non-Collusion Declaration (Exhibit "A"), Bid Security (Exhibit "B" or "C"), Subcontractor List (Exhibit "D") and RFP Checklist ("Exhibit "E") are attached.

RFP FORM

There will be no price increases throughout the duration of the contract including annual renewals. Annual rates are to be fixed and include all costs such as but not limited to landfill tipping fees.

CENTENNIAL EDUCATION CENTER						
No. of Bins	Bin Size	Frequency	Waste (Per Month)	Recycling (Per Month)	Organics (Per Month)	Total Year 1
						\$
						\$
						\$
No. of Bins	Bin Size	Frequency	Waste (Per Month)	Recycling (Per Month)	Organics (Per Month)	Total Year 2
						\$
						\$
						\$
No. of Bins	Bin Size	Frequency	Waste (Per Month)	Recycling (Per Month)	Organics (Per Month)	Total Year 3
						\$
						\$
						\$
No. of Bins	Bin Size	Frequency	Waste (Per Month)	Recycling (Per Month)	Organics (Per Month)	Total Year 4
						\$
						\$
						\$
No. of Bins	Bin Size	Frequency	Waste (Per Month)	Recycling (Per Month)	Organics (Per Month)	Total Year 5
						\$
						\$
						\$
TOTAL YEARS 1-5						\$

RFP FORM

There will be no price increases throughout the duration of the contract including annual renewals. Annual rates are to be fixed and include all costs such as but not limited to landfill tipping fees.

DIGITAL MEDIA CENTER						
No. of Bins	Bin Size	Frequency	Waste (Per Month)	Recycling (Per Month)	Organics (Per Month)	Total Year 1
						\$
						\$
						\$
No. of Bins	Bin Size	Frequency	Waste (Per Month)	Recycling (Per Month)	Organics (Per Month)	Total Year 2
						\$
						\$
						\$
No. of Bins	Bin Size	Frequency	Waste (Per Month)	Recycling (Per Month)	Organics (Per Month)	Total Year 3
						\$
						\$
						\$
No. of Bins	Bin Size	Frequency	Waste (Per Month)	Recycling (Per Month)	Organics (Per Month)	Total Year 4
						\$
						\$
						\$
No. of Bins	Bin Size	Frequency	Waste (Per Month)	Recycling (Per Month)	Organics (Per Month)	Total Year 5
						\$
						\$
						\$
TOTAL YEARS 1-5						\$

RFP FORM

There will be no price increases throughout the duration of the contract including annual renewals. Annual rates are to be fixed and include all costs such as but not limited to landfill tipping fees.

ORANGE EDUCATION CENTER						
No. of Bins	Bin Size	Frequency	Waste (Per Month)	Recycling (Per Month)	Organics (Per Month)	Total Year 1
						\$
						\$
						\$
No. of Bins	Bin Size	Frequency	Waste (Per Month)	Recycling (Per Month)	Organics (Per Month)	Total Year 2
						\$
						\$
						\$
No. of Bins	Bin Size	Frequency	Waste (Per Month)	Recycling (Per Month)	Organics (Per Month)	Total Year 3
						\$
						\$
						\$
No. of Bins	Bin Size	Frequency	Waste (Per Month)	Recycling (Per Month)	Organics (Per Month)	Total Year 4
						\$
						\$
						\$
No. of Bins	Bin Size	Frequency	Waste (Per Month)	Recycling (Per Month)	Organics (Per Month)	Total Year 5
						\$
						\$
						\$
TOTAL YEARS 1-5						\$

RFP FORM

There will be no price increases throughout the duration of the contract including annual renewals. Annual rates are to be fixed and include all costs such as but not limited to landfill tipping fees.

OC SHERIFF'S REGIONAL TRAINING ACADEMY						
No. of Bins	Bin Size	Frequency	Waste (Per Month)	Recycling (Per Month)	Organics (Per Month)	Total Year 1
						\$
						\$
						\$
No. of Bins	Bin Size	Frequency	Waste (Per Month)	Recycling (Per Month)	Organics (Per Month)	Total Year 2
						\$
						\$
						\$
No. of Bins	Bin Size	Frequency	Waste (Per Month)	Recycling (Per Month)	Organics (Per Month)	Total Year 3
						\$
						\$
						\$
No. of Bins	Bin Size	Frequency	Waste (Per Month)	Recycling (Per Month)	Organics (Per Month)	Total Year 4
						\$
						\$
						\$
No. of Bins	Bin Size	Frequency	Waste (Per Month)	Recycling (Per Month)	Organics (Per Month)	Total Year 5
						\$
						\$
						\$
TOTAL YEARS 1-5						\$

RFP FORM

There will be no price increases throughout the duration of the contract including annual renewals. Annual rates are to be fixed and include all costs such as but not limited to landfill tipping fees.

RSCCD DISTRICT OFFICE						
No. of Bins	Bin Size	Frequency	Waste (Per Month)	Recycling (Per Month)	Organics (Per Month)	Total Year 1
						\$
						\$
						\$
No. of Bins	Bin Size	Frequency	Waste (Per Month)	Recycling (Per Month)	Organics (Per Month)	Total Year 2
						\$
						\$
						\$
No. of Bins	Bin Size	Frequency	Waste (Per Month)	Recycling (Per Month)	Organics (Per Month)	Total Year 3
						\$
						\$
						\$
No. of Bins	Bin Size	Frequency	Waste (Per Month)	Recycling (Per Month)	Organics (Per Month)	Total Year 4
						\$
						\$
						\$
No. of Bins	Bin Size	Frequency	Waste (Per Month)	Recycling (Per Month)	Organics (Per Month)	Total Year 5
						\$
						\$
						\$
TOTAL YEARS 1-5						\$

RFP FORM

There will be no price increases throughout the duration of the contract including annual renewals. Annual rates are to be fixed and include all costs such as but not limited to landfill tipping fees.

SANTA ANA COLLEGE (SAC)						
No. of Bins	Bin Size	Frequency	Waste (Per Month)	Recycling (Per Month)	Organics (Per Month)	Total Year 1
						\$
						\$
						\$
No. of Bins	Bin Size	Frequency	Waste (Per Month)	Recycling (Per Month)	Organics (Per Month)	Total Year 2
						\$
						\$
						\$
No. of Bins	Bin Size	Frequency	Waste (Per Month)	Recycling (Per Month)	Organics (Per Month)	Total Year 3
						\$
						\$
						\$
No. of Bins	Bin Size	Frequency	Waste (Per Month)	Recycling (Per Month)	Organics (Per Month)	Total Year 4
						\$
						\$
						\$
No. of Bins	Bin Size	Frequency	Waste (Per Month)	Recycling (Per Month)	Organics (Per Month)	Total Year 5
						\$
						\$
						\$
TOTAL YEARS 1-5						\$

RFP FORM

There will be no price increases throughout the duration of the contract including annual renewals. Annual rates are to be fixed and include all costs such as but not limited to landfill tipping fees.

SANTIAGO CANYON COLLEGE (SCC)						
No. of Bins	Bin Size	Frequency	Waste (Per Month)	Recycling (Per Month)	Organics (Per Month)	Total Year 1
						\$
						\$
						\$
No. of Bins	Bin Size	Frequency	Waste (Per Month)	Recycling (Per Month)	Organics (Per Month)	Total Year 2
						\$
						\$
						\$
No. of Bins	Bin Size	Frequency	Waste (Per Month)	Recycling (Per Month)	Organics (Per Month)	Total Year 3
						\$
						\$
						\$
No. of Bins	Bin Size	Frequency	Waste (Per Month)	Recycling (Per Month)	Organics (Per Month)	Total Year 4
						\$
						\$
						\$
No. of Bins	Bin Size	Frequency	Waste (Per Month)	Recycling (Per Month)	Organics (Per Month)	Total Year 5
						\$
						\$
						\$
TOTAL YEARS 1-5						\$

RFP FORM

Unit Prices will be used as additives or deductives to base bid when and where applicable.

SERVICE	WEEKLY RATE	MONTHLY RATE
3-cy container – waste		
3-cy container – recycling		
3-cy container – organics		
4-cy container – waste		
4-cy container – recycling		
4-cy container – organics		
40 cy compactor – waste		
40 cy compactor – recycling		

The undersigned hereby declares that all of the representations of this Proposal are made under penalty of perjury under the laws of the State of California.

Individual Name: _____

Signed by: _____

Print Name: _____

Date: _____

Business Address: _____

Partnership Name: _____

Signed by: _____, Partner

Print Name: _____

Date: _____

Business Address: _____

Other Partners: _____

Corporation Name: _____

(A Corporation)

Business Address: _____

Telephone: _____

Signed by: _____, President

Date: _____

Print Name: _____, President

Signed by: _____, Secretary

Date: _____

Print Name: _____, Secretary

[Seal]

Joint Venture Name: _____

Signed by: _____, Joint Venturer

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

Other Parties to Joint Venture:

If an individual: _____

(Signature)

Print Name: _____

Doing Business as: _____;

If a Partnership:

Signed by: _____, Partner

Print Name: _____

If a Corporation: _____

(A Corporation)

Signed By: _____ Date: _____

Print Name: _____

Title: _____

[Seal]

EXHIBIT "A"

NON-COLLUSION DECLARATION

[TO BE SUBMITTED WITH RFP RESPONSE]

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

Signature

Print Name

EXHIBIT "B"

BID BOND FORM

[TO BE SUBMITTED WITH RFP RESPONSE IF APPLICABLE]

KNOW ALL MEN BY THESE PRESENT that we, the undersigned, (hereafter called "Principal"), and _____ (hereafter called "Surety"), are hereby held and firmly bound unto the Rancho Santiago Community College District (hereafter called "District") in the sum of _____ (\$_____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

SIGNED this _____ day of _____, 20__.

The condition of the above obligation is such that whereas the Principal has submitted to the District a certain Bid, attached hereto and hereby made a part hereof, to enter into the Agreement in writing for Request for Proposal (RFP) #1278- Integrated Waste Management Services.

NOW, THEREFORE,

- a. If said RFP Response is rejected, or
- b. If said RFP Response is accepted and the Principal executes and delivers the Agreement form and all required documents within five (5) business days after acceptance (properly completed in accordance with said RFP Response), and furnishes a bond for its faithful performance of said Agreement,

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

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

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

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

(Corporate Seal)

By _____
Principal's Signature

Typed or Printed Name

Principal's Title

(Corporate Seal)

By _____
Surety's Signature

Typed or Printed Name

Title

(Attached Attorney in Fact Certificate)

Surety's Name

Surety's Address

Surety's Phone Number

EXHIBIT “C”

BID GUARANTEE FORM

[TO BE SUBMITTED WITH RFP RESPONSE WHEN NOT USING BID BOND]

Accompanying this proposal is a cashier’s check payable to the order of the Rancho Santiago Community College District or a certified check payable to the order of the Rancho Santiago Community College District in an amount not less than ten percent (10%) of the total Year 1 costs for all seven sites set forth in the RFP Form (\$_____).

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

Bidder

Note: Use this form, in lieu of Bid Bond Form, when a cashier’s check or certified check is accompanying the RFP Response.

EXHIBIT “E”

RFP CHECKLIST

[TO BE SUBMITTED WITH RFP RESPONSE]

RFP SECTION NUMBER AND DESCRIPTION	INCLUDED <input checked="" type="checkbox"/>
6.2.1 Company Information	
6.2.2 Management Staff	
6.2.3 Business Status	
6.2.4 Statement of Qualifications	
6.2.5 Financial Qualifications	
6.2.6 Parent Company	
6.2.7 New Entity Guarantee	
6.2.8 CFO Statement	
6.2.9 Suspension of Revocation of Entitlement	
6.2.10 Fines or Charges	
6.2.11 Claims	
6.2.12 Worker Safety History	
6.2.13 Description of Services	
7.1 Qualifications and Experience	
RFP Form (page 25 thru 36)	
Non-Collusion Declaration (Exhibit “A”)	
Bid Bond or Bid Guarantee Form (Exhibit “B” or “C”)	
Subcontractors List, if any (Exhibit “D”)	
RFP Checklist (Exhibit “E”)	

EXHIBIT “F”

AGREEMENT

THIS AGREEMENT is hereby entered into between the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the DISTRICT, and

Vendor

Taxpayer ID # or SSN

Mailing Address, City, State, Zip Code

hereinafter referred to as SERVICE PROVIDER.

WHEREAS, the DISTRICT is authorized to contract with a SERVICE PROVIDER to provide Integrated Waste Management Services pursuant to Public Resources Code section 40059.

WHEREAS, the SERVICE PROVIDER is specially experienced, and competent to provide Integrated Waste Management Services in accordance with all of the terms, conditions and pricing as listed in RFP #1278.

IT IS THEREFORE AGREED AS FOLLOWS:

The DISTRICT hereby retains and employs the SERVICE PROVIDER upon the terms and conditions hereinafter set forth, and the SERVICE PROVIDER hereby accepts said conditions and agrees to provide Integrated Waste Management Services as hereinafter mentioned as the successful bidder in accordance with the said terms and conditions of that RFP (“Services”).

1. The SERVICE PROVIDER shall commence providing Integrated Waste Management Services under this AGREEMENT and the RFP Documents on July 1, 2016, and will diligently perform as required through June 30, 2017 with an option to renew for up to four (4) additional twelve-month increment not to exceed five (5) years, or as otherwise terminated or changed in accordance with this AGREEMENT or the RFP Documents.
2. This AGREEMENT entered into by the parties also consists of the following “RFP Documents”: Notice Calling for Proposals, Information for SERVICE PROVIDERS, RFP Form, General/Special Conditions, Specifications, Requirements, Insurance Requirements, Workers’ Compensation Certification, Non-Collusion Declaration, Bid Security, Subcontractor List, RFP Checklist, Performance Bond, Drug-Free Workplace Certification, Business Enterprises, W-9 certification and all modifications, addenda, and amendments, if any.
3. The DISTRICT shall pay the SERVICE PROVIDER monthly payments in accordance with the other conditions & services of the RFP.

4. The SERVICE PROVIDER shall assume all expenses incurred by him/her in connection with the performance of this AGREEMENT, and the DISTRICT shall not be responsible for payment of any expenses incurred in connection with the Services.
5. While engaged in carrying out and complying with any of the terms and conditions of this AGREEMENT, SERVICE PROVIDER shall be and act as an independent contractor. SERVICE PROVIDER understands and agrees that SERVICE PROVIDER and all of SERVICE PROVIDER'S employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. SERVICE PROVIDER assumes the full responsibility for the acts and/or omissions of SERVICE PROVIDER'S employees or agents as they relate to the Services to be provided under this AGREEMENT. SERVICE PROVIDER shall assume full responsibility for payment of any applicable prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective SERVICE PROVIDER'S employees.
6. SERVICE PROVIDER shall defend, indemnify and hold harmless DISTRICT and its Board of Trustees, officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of work or performance of Services under this AGREEMENT or the RFP Documents. As part of this indemnity, SERVICE PROVIDER shall protect and defend, at its own expense, DISTRICT and its Board of Trustees, officers, employees, agents and independent contractors from any legal action including attorneys' fees or other proceeding based upon such act, omission, or breach or as otherwise required by this Section.

Furthermore, SERVICE PROVIDER agrees to and does hereby defend, indemnify and hold harmless the DISTRICT and its Board of Trustees, officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorneys' fees of any nature whatsoever, which may be incurred by reason of:

- a. Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law, this AGREEMENT or the RFP Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the work or Services called for in this AGREEMENT or the RFP Documents, except for liability resulting from the sole negligence, unlawful acts or the willful misconduct of the DISTRICT;
- b. Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of SERVICE PROVIDER or any person, firm or corporation employed by SERVICE PROVIDER, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including the DISTRICT, arising out of or in any way connected with work or Services covered by this AGREEMENT or the RFP Documents, whether said injury or damage occurs either on

or off DISTRICT property, but not for any loss, injury, death or damages caused by the sole negligence, unlawful acts or the willful misconduct of the DISTRICT.

- c. Any dispute between SERVICE PROVIDER and SERVICE PROVIDER'S subcontractors/ supplies/ sureties, including, but not limited to, any failure or alleged failure of the SERVICE PROVIDER (or any person hired or employed directly or indirectly by the SERVICE PROVIDER) to pay any subcontractor of any tier or any other person employed in connection with the work or Services and/or filing of any stop notice or mechanic's lien claims.

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

7. The SERVICE PROVIDER shall comply with all insurance requirements set forth in the RFP under Information for SERVICE PROVIDERS, Sections 3.13 & 3.14.
8. The SERVICE PROVIDER shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances including workers' compensation.
9. This AGREEMENT may not be assigned without the written consent of the DISTRICT.
10. This AGREEMENT may be terminated by either party upon fourteen (14) days written notice to the other party in the event of a substantial failure of performance by such other party, including insolvency of SERVICE PROVIDER. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including replacement Service Provider costs shall be deducted from payments owed to the SERVICE PROVIDER.

In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with the Paragraph below, and SERVICE PROVIDER shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by SERVICE PROVIDER.

This AGREEMENT may be terminated without cause by DISTRICT upon twenty (20) days written notice to the SERVICE PROVIDER. In the event of a termination without cause or for convenience, the DISTRICT shall pay to the SERVICE PROVIDER for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence up until the date of the notice of termination for convenience plus any sums due the SERVICE PROVIDER for approved extra services. In addition, SERVICE PROVIDER will be paid for reasonable termination for convenience costs through the payment of 50% of the average of SERVICE PROVIDER's approved monthly compensation for the three full months prior to the date of the notice of termination for convenience. This payment is agreed to compensate the SERVICE PROVIDER for the unpaid profit SERVICE PROVIDER would have made under this AGREEMENT on the date of termination and is consideration for entry

into this termination for convenience clause.

IN WITNESS WHEREOF, said parties have executed this AGREEMENT as of the date and year first above written.

ENTERED INTO THIS AGREEMENT:

FOR THE SERVICE PROVIDER:

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT
Santa Ana, California

By: _____
Signature

By: _____
Peter J. Hardash
Vice Chancellor of Business
Operations/Fiscal Services

Printed Name

Date

Printed Title

Date

EXHIBIT "G"

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the Rancho Santiago Community College District (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Principal"), an agreement for the work described as follows: Request for Proposal (RFP) #1278- Integrated Waste Management Services (hereinafter referred to as the "Services"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in that certain contract for said Services dated _____, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the Principal is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, _____, the undersigned, as Principal, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the Rancho Santiago Community College District in the sum of _____ Dollars (\$_____), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the bounded Principal, his or her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees of all materials and services; and indemnify, defend and save harmless the Obligee, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any change, extension of time, alteration in or addition to the terms of the Contract or to the services or work to be performed thereunder or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining or relating to any services under the Contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any overpayment or underpayment by the Obligee that is based upon estimates approved by the District. The Surety stipulates and agrees that none of the aforementioned changes, modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, modifications, alterations, additions or extension of time to the terms of the contract, or to the work, or the specifications as well notice of any other actions that

result in the foregoing.

Whenever Principal shall be, and is declared by the Obligees to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Obligees as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract; or, at Obligees' sole discretion and election, Surety shall obtain proposals for completing the Contract in accordance with its terms and conditions, and upon determination by Obligees of the most qualified proposer, arrange for a contract between such vendor and the Obligees and make available as services are rendered (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the "balance of the Contract price" (as hereinafter defined), and to pay and perform all obligations of Principal under the Contract. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable to Principal by the Obligees under the Contract and any modifications thereto, less the amount previously paid by the Obligees to the Principal, less any withholdings by the Obligees allowed under the Contract.

Surety expressly agrees that the Obligees may reject any agent or vendor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Unless otherwise agreed by Obligees, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety accept a proposal from Principal for completion of the work in the event of default by the Principal.

As a condition precedent to the satisfactory completion of the contract, the above obligation shall hold good for the initial term of the Contract, during which time if Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect Obligees from loss or damage made evident during the initial term of the Contract, and resulting from or caused by defective materials or faulty workmanship or services, the above obligation in penal sum thereof shall remain in full force and effect. The obligation of Surety hereunder shall continue so long as any obligation of Principal remains.

No final settlement between the Obligees and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

Principal and Surety agree that if the Obligees is required to engage the services of an attorney in connection with enforcement of the bond, Principal and Surety shall pay Obligees' reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In the event suit is brought upon this bond by the Obligees and judgment is recovered, the Surety shall pay all costs incurred by the Obligees in such suit, including reasonable attorneys' fees to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

PRINCIPAL:

By: _____

SURETY:

By: _____

Attorney-in-Fact

The rate of premium on this bond is _____ per thousand.

The total amount of premium charged: \$_____ (This must be filled in by a corporate surety).

EXHIBIT "H"

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350, et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, and the Service Provider may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

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

a) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

b) establishing a drug-free awareness program to inform employees about all of the following:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) the availability of drug counseling, rehabilitation and employee-assistance programs;
- 4) the penalties that may be imposed upon employees for drug abuse violations;

c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

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

I also understand that if the DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further

understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350, et seq.

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

NAME OF SERVICE PROVIDER

Signature

Print Name

Title

Date

EXHIBIT "I"

WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700.

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

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

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

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

I am aware of the provisions of 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 provisions before commencing the performance of the work of this contract.

Name of the Service Provider

By: _____
Signature

Print Name

Title

Date

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

EXHIBIT "J"

BUSINESS ENTERPRISES

Rancho Santiago Community College DISTRICT has always been committed to providing an equal opportunity for all business enterprises to participate in its purchasing and contracting activities. To assist us in measuring our compliance with this commitment, we are asking all bidders to provide us with additional information.

Using the criteria printed on the following pages, please check all spaces that apply to your business enterprise.

Small Business Enterprise (SBE) _____

Women Owned Business Enterprise (WBE) _____

Minority Owned Business Enterprise (MBE) _____

Disabled Veteran Business Enterprise (DVB) _____

Disadvantaged Business Enterprise (DBE) _____

Bidders are required to provide a copy of their certification with their bid proposal.

The undersigned on behalf of the bidder named below, certifies under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Company Name _____

Name _____

Signature _____

Title _____

Date _____

Minority Business Enterprise (MBE) Certification

A Minority Business Enterprise is a for-profit enterprise, regardless of size, physically located in the U. S. or its trust territories, which is 51% owned, managed, operated and controlled by an ethnic minority or a group of ethnic minorities on a day-to-day basis.

An ethnic minority is an individual whose origin or heritage is of or from:

- Any of the Black racial groups of Sub-Sahara Africa (African-Americans)
- Any of the Spanish speaking countries of Latin America, Mexico, Central America, South America, the Caribbean and Brazil (Afro-Brazilian and Brazilian Indians only) (Hispanic-Americans)
- American Indian, Eskimo, Aleut or Native Hawaiian (Native Americans). Native Americans must be documented members of a North American tribe, band or organized group of native people indigenous to the continental U.S.
- Bangladesh, Cambodia, China, Guam, India, Indonesia, Japan, Korea, Laos, Malaysia, Pakistan, the Philippines, Samoa, Thailand, Sri Lanka, Taiwan, the U.S. Trust Territories of the Pacific or the Northern Marianas and Vietnam. (Asian Americans, Pacific Islanders, Asian Indian Americans).

Information on MBE certification may be obtained from: Southern California Minority Supplier Development Council (SCMSDC). Visit <http://www.scmsdc.org/> , or call (213) 689 - 8097 or e-mail: info@scmsdc.org .

Woman Business Enterprise (WBE) Certification

Criteria for Certification:

- Applicant company must be at least fifty-one percent (51%) owned and controlled by one or more women who are U.S. citizens or lawful permanent residents, or in the case of any publicly-owned business, at least fifty-one percent (51%) of the equity of which is owned and controlled by one or more women who are U.S. citizens or lawful permanent residents; and
- Whose management and daily operation is controlled by one or more of the women owners.

Information on WBE certification may be obtained from: Women Business Enterprise Council (WBEC) - West. Visit <http://www.wbec-west.com/> , or call (213) 265-5398.

Small Business (SB) Certification

The Department of General Services, Procurement Division's, Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) is the state's certifying agency that administers the Small Business (SB) Program. Non-profit Veteran Service Agencies receive certification upon application approval. Non-profit organizations will only receive a registration upon application approval.

In order for a small business to be eligible for SB certification, the small business must meet the following requirements:

- Be independently owned and operated;
 - Not dominant in field of operation;
 - Principal office located in California;
 - Owners (officers, if a corporation) domiciled in California; and,
 - Including affiliates, be either,
 - A business with 100 or fewer employees; an average annual gross receipts of \$14 million or less, over the last three tax years;
 - A manufacturer* with 100 or fewer employees; or,
 - A microbusiness. A small business will automatically be designated as a microbusiness, if gross annual receipts are less than \$3,500,000; or the small business is a manufacturer with 25 or fewer employees.
- * For Small Business Certification purposes, a manufacturer is a business that is both of the following:
1. Primarily engaged in the chemical or mechanical transformation of raw materials or processed substances into new products.
 2. Classified between Codes 31 to 339999, inclusive, of the North American Industrial Classification System (NAICS) Manual, published by the United States Census Bureau, 2007 edition.

Information on SB certification can be obtained from: California Department of General Services (DGS). Visit <http://www.dgs.ca.gov/pd/Programs/OSDS/GetCertified.aspx> , or call Office of Small Business and DVBE Services at (916) 375 – 4940, or e-mail OSDSHelp@dgs.ca.gov .

Disabled Veteran Business Enterprises (DVBE) Certification

The Department of General Services, Procurement Division's, Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) is the state's certifying agency that administers the DVBE Certification Program. Non-profit Veteran Service Agencies receive certification upon application approval. Non-profit organizations will only receive a registration upon application approval.

For DVBE certification purposes, a "disabled veteran" is:

- A veteran of the U.S. military, naval, or air service;
- The veteran must have a service-connected disability of at least 10% or more; and
- The veteran must reside in California.

To be certified as a DVBE, your firm must meet the following requirements:

- Your business must be at least 51% owned by one or more disabled veterans;
- Your daily business operations must be managed and controlled by one or more disabled veterans

NOTE: The disabled veteran who manages and controls the business is not required to be an owner of the applicant business; and

- Your home office must be located in the U.S. (the home office cannot be a branch or subsidiary of a foreign corporation, foreign firm, or other foreign based business).
- All existing and all new DVBE applicants must submit to the Office of Small Business and DVBE Services (OSDS) complete copies of the DVBE's federal income tax returns for the previous three years. DVBEs who have been in business for less than three years shall submit the federal tax returns for each year they've been in business.
- A DVBE applicant that is not a sole proprietorship and rents equipment to the state must provide the federal income tax returns for each of their disabled veteran owners or your firm will be deemed to be an equipment broker.
- DVBE limited liability companies must be wholly owned by one or more disabled veterans.

Information on DVBE certification can be obtained from: California Department of General Services (DGS). Visit <http://www.dgs.ca.gov/pd/Programs/OSDS/GetCertified.aspx> , or call Office of Small Business and DVBE Services at (916) 375 – 4940, or e-mail OSDSHelp@dgs.ca.gov .

Disadvantaged Business Enterprises (DBE) Certification

In order to apply for certification as a Disadvantaged Business Enterprise (DBE), your firm must meet the following eligibility criteria stated in 49 CFR Part 26:

- The disadvantaged individual must be a U.S. citizen (or resident alien) and be a member of a socially and economically disadvantaged group as defined in the Code of Federal Regulation 49 CFR Part 26.67. Presumptive groups include Women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian-Americans, or any individual found to be socially and economically disadvantaged on a case-by-case basis.
- The disadvantaged individual applying must have a personal net-worth (PNW) of less than \$1,320,000. Items excluded from personal net worth calculation include an individual's ownership interest in the applicant firm and his or her equity in their primary. Also, if an individual demonstrates that he/she is able to accumulate substantial wealth, the individual's claim of economic disadvantage may be denied, even though the individual's PNW is less than \$1.32 million.
- Depending on the primary business activity, a firm (including its affiliates) must not have average annual gross receipts over the firm's previous three fiscal years in excess of \$23,980,000 (\$56,420,000 for airport concessionaires in general with some exceptions). Lower size standards may apply depending on business activity determination.

- The firm must be a for-profit small business where socially and economically disadvantaged DBE owner(s) own at least a 51% interest, and have managerial and operational control of the business operations; the firm must not be tied to another firm in such a way as to compromise its independence and control.
- The socially and economically DBE owner(s) must possess the power to direct or cause the direction to the management and policies of the firm and to make day-to-day, as well as long-term decisions on matters of management, policy and operations.
- If state or local law requires the persons to have a particular license or other credential in order to own and/or control a certain type of firm, then the socially and economically disadvantaged persons who own and control a potential DBE firm of that type must possess the required license or credential.

Information on DBE certification can be obtained from: California Department of Transportation (Caltrans) Office of Business & Economic Opportunity Certification Unit. Visit http://www.dot.ca.gov/hq/bep/business_forms.htm , or download the brochure at: http://www.dot.ca.gov/hq/bep/documents/dbe_brochure.pdf , or call (916) 324-1700, or e-mail dbe.certification@dot.ca.gov .