BID NO. 297D
REMOVAL OF HAZARDOUS WASTE
AT
SADDLEBACK COLLEGE & IRVINE VALLEY COLLEGE

FOR

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
28000 MARGUERITE PARKWAY
MISSION VIEJO, CA 92692

MANDATORY PRE BID CONFERENCE:
DATE: May 8, 2012
TIME: 10:00 AM

BID DEADLINE – May 22, 2012
TIME - 11:00A.M.
TABLE OF CONTENTS

SECTION I: INTRODUCTION AND INSTRUCTIONS TO VENDOR

I. Introduction
II. Instructions and Procedures for Submittal
III. Inventory Information
IV. Criteria
V. Place and Date of Bid Submittal

SECTION II: BID RESPONSE REQUIREMENTS

Response Items

1. Cover Letter
2. Company Data
3. Financial Statement
4. Certificate of Insurance
5. Withdrawal of Bids
6. Complete work Plan/Project Description
7. Implementation Plan/Project Schedule
8. Resumes of Project Personnel
9. Organization Chart
10. References
11. Vendor’s Price List
12. Cost Breakdown for quarterly Inventory List Forms

SECTION III: SPECIAL CONDITIONS

1. General
2. Response Time
3. Staffing
4. Manifesting
5. Vehicles
6. Scope of Services – Specialized Services
7. Reports

SECTION IV: AGREEMENT

1. Scope
2. Term
3. Payment Terms and Contract Amount
4. Schedule
5. Performance Surety
6. Insurance
7. Indemnity
8. Liquidated Damages
9. Force Majeure
10. Changes/Modifications/Extra Services
11. Notices
12. Termination
13. Responsibility of the Contractor
14. Independent Contractor
15. Assignment
16. Consent to Breach Not Waiver
17. Remedies not Exclusive
18. Confidentiality
19. Contractor Safety Standards and Work Hours
20. Compliance with Civil Rights Laws
21. Government Regulations Compliance
22. Validity
23. Entire Contract

SECTION V: CAMPUS MAPS

1. Irvine Valley College
2. Saddleback College

SECTION VI: INVENTORY LISTS

1. Saddleback College
2. Irvine Valley College
SECTION I

INTRODUCTION

AND

INSTRUCTIONS TO VENDOR
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
28000 Marguerite Parkway  
Mission Viejo, CA 92692  

REQUEST FOR BIDS  
MULTI-YEAR CONTRACT FOR THE REMOVAL OF HAZARDOUS WASTE AT SADDLEBACK COLLEGE AND IRVINE VALLEY COLLEGE  

I. **Introduction**  
The South Orange County Community College District (DISTRICT) hereby invites vendors to submit bids for the collection and disposal of hazardous wastes for the District. Vendor is expected to produce a structured, performance-oriented bid response that will fully describe the implementation and operation of complete hazardous waste collection/disposal service.  
The hazardous waste/materials will be generated from Irvine Valley College and Saddleback College.  

II. **Instructions to Vendor and Procedures for Submittal**  
1. A **mandatory Pre-Bid Conference** will be held on **May 8, 2012 at 10:00 AM** at:  
   South Orange County Community College District  
   28000 Marguerite Parkway  
   Health Sciences Building, 3rd Floor, Room 357  
   Mission Viejo, CA 92692  
The purpose of this Pre-Bid Conference is to familiarize bidders with the District and to answer questions on the RFB.  
2. Vendor must submit its bid in strict accordance with all requirements of this RFB, and compliance must be stated in the proposal. Deviations, clarifications, or exceptions, including the cost impact on price, must be clearly identified and listed separately as alternative items for District consideration.  
3. Response to this RFB must follow the format specified in Section II. Response should be typewritten (except where noted), concise, straightforward, and must fully address each requirement and question. Although not a substitute for complete written, response, additional material such as technical documents may be referenced in any response if the material is included in the appropriate section. Response must follow the order specified and be identified by section number.  
4. All bid responses will become the property of the District. Information submitted by bidders will become public property and subject to disclosure laws
and District policies and procedures. The District reserves the right to make use of any information or ideas in the submitted documents.

5. The District reserves the right to award to vendor that will perform the duties and obligations in the best interest of the District, not necessarily the lowest bid financially. A separate contract will be awarded for each college campus.

6. District reserves the right to reject any and all bids. No obligation, either expressed or implied, exists on the part of the District to make an award or to pay any costs incurred in the preparation or submission of a bid. All costs associated with the preparation or submission of bids covered by this RFB are solely the responsibility of the vendor.

7. Vendor must submit the following with his bid:

   a. Vendor’s published price list on the attached forms, duly signed.
   b. Cost breakdown for quarterly inventory list for each campus.

III. **Quarterly Inventory Information**

Enclosed are two lists (one for each campus) of items disposed of in recent pick ups. These lists are also referred to as quarterly inventory, are provided for information only and are not necessarily conductive to any future pick up. Items included in the lists were accumulated over an unspecified period of time, not necessarily a quarter. Information on these lists shall be used by bidders to complete the cost breakdown forms.

IV. **Criteria**

Bids will be evaluated on the basis of the response to all questions and requirements in this RFB. The District shall use the following criteria in its evaluations.

1. **Understanding of Statement of Work**

   a. Responsiveness to, and demonstrated understanding of the RFB;
   b. Quality of proposal in accordance with the requirements.

2. **Technical Merits**

   a. Work Plan Methodology;
   b. Responsiveness to specialized services;
   c. Company experience;
   d. Personnel experience.
3. **Commercial/Business Analysis**
   
a. Cost competitiveness;
b. Financial status/stability; and
c. References.

4. **Price**
   
a. Vendor’s Price List
b. Cost Breakdown responses.

**V. PLACE AND DATE OF BID SUBMITTAL IN SEALED ENVELOPES TO:**

**PROPOSALS TO BE SUBMITTED TO:**
Brandye D’Lena
Director of Facilities Planning & Purchasing
South Orange County Community College District
28000 Marguerite Parkway
Health Sciences Building, 3rd Floor
Mission Viejo, California 92692

**BIDS MUST BE RECEIVED AT THE ABOVE-NOTED OFFICE OF SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT NOT LATER THAN MAY 22, 2012 AT 11:00 AM. BIDS RECEIVED AFTER THIS TIME WILL BE RETURNED UNOPENED.**
SECTION II

BID RESPONSE REQUIREMENTS
SECTION II – VENDOR’S BID RESPONSE REQUIREMENTS

Bid must be concise and with sufficient detail to allow accurate evaluation and comparative analysis.

1. **Cover Letter**

   Bids must be accompanied by a cover letter, signed by an individual authorized to bind the proposing entity. The Company Data section, filled-in and signed, must be included with Vendor’s bid.

2. **Company Data**

   Vendor must submit the following information:
   
   a. Official name and address. Indicate what type of entity, e.g. corporation, company, joint venture, partnership, sole proprietorship, combination, etc. Also list officers.
   
   b. If entity is a joint venture, submit a current copy of the Joint Venture Agreement.
   
   c. Federal Employer I.D. Number

3. **Financial Statement**

   Proposal must include a complete financial statement. Financial statements shall be prepared in conformity with generally accepted accounting principles.

   Vendors who want their financial records to be kept confidential may submit one copy in a sealed envelope and include it in the original proposal. The District will make every effort to honor Vendor’s request for confidentiality.

4. **Certificate of Insurance**

   Vendor shall demonstrate the willingness and ability to submit proof of the required insurance as set forth in Agreement.

5. **Withdrawal of Bids**

   No bidder may withdraw any bid for a period of ninety (90) days after the date set for the opening of bids.
6. **Complete Work Plan/Project Description**

Each Vendor will submit the following information with its bid:

**Narrative:** Include a summary of what is being proposed and a complete **plan of action** with an explanation of how the Vendor proposes to execute the work and services.

**Detail:** Provide a complete description of strategy(ies) to provide services proposed, including, but not limited to, the implementation of hazardous wastes collection/disposal services, sorting, categorizing, sampling/analysis, packaging, labeling, marking; manifesting, transporting, and emergency responses.

**Environment:** Plan of action shall demonstrate Vendor’s knowledge of the ability to comply with all laws and regulations which pertain to the services to be performed under this contract.

7. **Implementation Plan/Project Schedule**

Provide detailed implementation plan with schedule showing time required to complete the requested services.

8. **Resumes of Project Personnel**

Include resumes of key personnel that will be assigned to this project.

9. **Organization Chart**

Include organization chart that reflects titles of key staff and management contacts of each individual assigned to provide services under Vendor’s proposal.

10. **References**

Vendor shall submit the names, addresses, and telephone numbers of three (3) clients from whom hazardous wastes service projects, or equivalent services, have been completed. These references must be recent enough for inquiry and evaluation action by the District. Vendor shall also submit the following information:

A detailed statement indicating whether vendor totally or partially owns any other business organization that will be providing services, supplies, material or equipment, or in any manner does business with vendor under vendor’s proposal.
Number of years of experience the vendor has had in providing required, equivalent, or related services.

Relevant comparable contracts completed during last five years indicating:

- Year
- Type of Contract
- Contracting Agency

11. Submit Vendor’s Price List on the forms provided. Forms must be signed. Additional information may be added on separate sheets.

12. Cost Breakdown forms completed for each campus using the information provided.
VENDOR’S PRICE LIST

<table>
<thead>
<tr>
<th>Labor and Equipment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor, Field Technician, per hr.</td>
</tr>
<tr>
<td>Labor, Supervisor, per hr.</td>
</tr>
<tr>
<td>Labor, Chemist, per hr.</td>
</tr>
<tr>
<td>Labor, Clerical, per hr.</td>
</tr>
<tr>
<td>Labor, Level A, per hr.</td>
</tr>
<tr>
<td>Labor, Level B, per hr.</td>
</tr>
</tbody>
</table>

| Level A Safety Gear, per day        |
| Level B Safety Gear, per day        |
| List of Contents, per page          |
| Packaging List, per drum            |

| Sample Shipment Charge, each box    |
| Profile Preparation Charge, each    |
| Lab Pack Preparation Charge, each   |
| EH Permit Preparation Charge, each  |
| Sample Freight Charge, each (out-of-state) |
| Sample Delivery Charge (local)      |
| Truck Time, per hr.                 |
| Crew Vehicle, per mile              |
| Drum Crusher, per hour              |

For Service and Transportation:
Minimum Service Charge (excludes materials & disposal) __________

II. For Packaging Materials and Safety Equipment

<table>
<thead>
<tr>
<th>Drums</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salvage Drum/85 gal (Recond)</td>
</tr>
<tr>
<td>DOT 17H/55 gal. (Recond) Steel Drum</td>
</tr>
<tr>
<td>DOT 17H/55 gal. (New) Steel Drum</td>
</tr>
<tr>
<td>DOT 17H/30 gal. Steel Drum</td>
</tr>
<tr>
<td>DOT 17H/16 gal. Steel Drum</td>
</tr>
<tr>
<td>DOT 17C/06 gal. Steel Drum</td>
</tr>
<tr>
<td>DOT 17C/55 gal. Steel Drum</td>
</tr>
<tr>
<td>DOT 21C/55 gal. Fiber</td>
</tr>
<tr>
<td>DOT 21C/30 gal. Fiber</td>
</tr>
<tr>
<td>DOT 21C/10 gal. Fiber</td>
</tr>
<tr>
<td>DOT 21C/5 gal. Fiber</td>
</tr>
<tr>
<td>DOT OS/55 gal. Open-top Poly Drum</td>
</tr>
<tr>
<td>DOT O/30 gal. Open-top Poly Drum</td>
</tr>
<tr>
<td>DOT O/20 gal. Open-top Poly Drum</td>
</tr>
<tr>
<td>DOT O/14 gal. Open-top Poly Drum</td>
</tr>
<tr>
<td>DOT PR/55 gal. Closed-top Poly Drum</td>
</tr>
<tr>
<td>DOT 35-65/05 gal. Poly Drum</td>
</tr>
</tbody>
</table>
### II. For Packaging Materials and Safety Equipment (Continued)

**Absorbents**
- Vermiculite, 4 cu. Ft.
- Clean Up IV (Diatomaceous Earth)

**Sampling**
- Sample Bottle, 4 oz. Poly
- Sample Bottle, 16 oz. Poly
- Sample Bottle, 16 or. Glass
- Disposal Coliwasa
- Sampling Rod
- Other ________________________________

**Miscellaneous**
- Level A suit ____________________
- Level B suit _________________
- Tyvek Disposable Suits
- Poly Acid Disposable Suits
- DOT 15a (Wooden Box)
- DOT 12A/B (Carton) 1 cu.ft.
- DOT 12 A/B (Carton) 2 cu ft.
- Carton (for Cylinder), Small
- Carton (for Cylinder) Large
- Poly Jar/1 gal
- Asbestos Bag (36”x55”)
- Latex Gloves (per box)
- Draeger, Tube
- Labels, EPA
- Labels, DOT
- Plastic Roll, 4 ml. 100 ft. x 20 ft.
- Drum Liner
- Siphon Pump
- Other ________________________________
- Other ________________________________

### III. Analytical Costs

**In-house laboratory services?** Yes____ No _____
**California State Certified Lab Accrediatitation No. ________**

For outside laboratory services, analytical surcharge: Cost + ___%
**Laboratory Name: ____________________________**
**California State Certified Lab Accreditation No. ________**
For unknown materials, Haz Cat charge, per sample _________
VENDOR’S PRICE LIST

BIDDER’S CERTIFICATION

To be executed by the bidder or an authorized agent.
I/We hereby agree to furnish the above articles and/or services at the prices and terms stated, set forth in the bid documents.

Signed By: ____________________________________________________________
Print Name: _____________________________________________________________

QUOTATIONS SUBMITTED BY: _____________________________________________

Name of Firm: ___________________________________________________________
Street and Number: _______________________________________________________
City, State and Zip Code: ___________________________________________________
Work Phone ____________________________________________________________
Cell Phone ______________________________________________________________
E-mail Address __________________________________________________________
COST BREAKDOWN FOR QUARTERLY INVENTORY LIST

Instructions: For the attached inventory list, estimate the quantity and size of drums required to package according to DOT specifications and TSDF requirements. Use the enclosed worksheets for labor, equipment, packaging materials, transportation and disposal. Use duplicates of the transportation and disposal form if more than one disposal facility is required. Failure to complete the price breakdown for the attached quarterly inventory list will result in rejection of the bid.

I. Grand Total Estimated Quotation: $______________

II. List the proposed TSDF(s) and disposal method (i.e. recycle, Incinerate):

1. TSDF Name: ____________________________________________
   Address: ________________________________________________
   City: ____________________________________________________
   EPA ID#: ________________________________________________
   Phone: __________________________________________________
   Method: ____________________________

2. TSDF Name: ____________________________________________
   Address: ________________________________________________
   City: ____________________________________________________
   EPA ID#: ________________________________________________
   Phone: __________________________________________________
   Method: ____________________________

3. TSDF Name: ____________________________________________
   Address: ________________________________________________
   City: ____________________________________________________
   EPA ID#: ________________________________________________
   Phone: __________________________________________________
   Method: ____________________________

4. TSDF Name: ____________________________________________
   Address: ________________________________________________
   City: ____________________________________________________
   EPA ID#: ________________________________________________
   Phone: __________________________________________________
   Method: ____________________________

5. TSDF Name: ____________________________________________
   Address: ________________________________________________
   City: ____________________________________________________
   EPA ID#: ________________________________________________
   Phone: __________________________________________________
   Method: ____________________________

Use an attachment for more than five TSDFs using the same format as above.

III. List any materials that are unacceptable for your company to handle.

______________________________________________________________________________________
COST BREAKDOWN FOR QUARTERLY INVENTORY LIST

IV. For the attached quarterly inventory list, please complete the following table. If the TSDF does not bill disposal costs by weight or if there is no profile charge per waste stream, then mark as not applicable (N/A). Use a copy of this page if additional room is required. If a transfer station is utilized, then the vendor must include the ultimate disposal facility for that waste stream. Use a separate line for each different size of drum. For estimated weights, use the average estimated weight per drum – not total summation of drum weights. You must copy this form of additional pages are needed.

<table>
<thead>
<tr>
<th>DOT Hazard Class</th>
<th>TSDF(s) Transfer</th>
<th>TSDF(s) Ultimate</th>
<th>Disposal Method</th>
<th>QTY</th>
<th>Drum Size</th>
<th>Est. Wt. Non-React.</th>
<th>Est. Wt. React.</th>
<th>Profile Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The total number of drums should be equal to the summation of drums in the Transportation and Disposal section.
COST BREAKDOWN FOR QUARTERLY INVENTORY LIST

V. For the attached quarterly inventory list, complete the following cost breakdown. All blanks must be completely filled-in. If there is not an applicable charge, then mark with “0” or “NA”.

<table>
<thead>
<tr>
<th>1. For total estimated labor</th>
<th>Rate</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>_____ hrs. Labor, supervisor</td>
<td>_____</td>
<td>_____</td>
</tr>
<tr>
<td>_____ hrs. Labor, chemist</td>
<td>_____</td>
<td>_____</td>
</tr>
<tr>
<td>_____ hrs. Labor, technician</td>
<td>_____</td>
<td>_____</td>
</tr>
<tr>
<td>_____ hrs. Labor, driver</td>
<td>_____</td>
<td>_____</td>
</tr>
<tr>
<td>_____ hrs. Labor, clerical</td>
<td>_____</td>
<td>_____</td>
</tr>
<tr>
<td><strong>TOTAL ESTIMATE LABOR</strong></td>
<td>_____</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. For total estimated equipment</th>
<th>Rate</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>_____ ea. Vehicle</td>
<td>_____</td>
<td>_____</td>
</tr>
<tr>
<td>_____ hrs.</td>
<td>_____</td>
<td>_____</td>
</tr>
<tr>
<td>_____ ea.</td>
<td>_____</td>
<td>_____</td>
</tr>
<tr>
<td><strong>TOTAL ESTIMATED EQUIPMENT</strong></td>
<td>_____</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. For total estimated packaging materials</th>
<th>Rate</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>_____ ea. 55 gal. Drums fiber /steel /poly</td>
<td>_____</td>
<td>_____</td>
</tr>
<tr>
<td>_____ ea. 30 gal. Drums fiber /steel /poly</td>
<td>_____</td>
<td>_____</td>
</tr>
<tr>
<td>_____ ea. 20 gal. Drums fiber /steel /poly</td>
<td>_____</td>
<td>_____</td>
</tr>
<tr>
<td>_____ ea. 10 gal. Drums fiber /steel /poly</td>
<td>_____</td>
<td>_____</td>
</tr>
<tr>
<td>_____ ea. 5 gal. Drums fiber /steel /poly</td>
<td>_____</td>
<td>_____</td>
</tr>
<tr>
<td>_____ ea. __ gal. Drums fiber /steel /poly</td>
<td>_____</td>
<td>_____</td>
</tr>
<tr>
<td>_____ ea. __ gal. Drums fiber /steel /poly</td>
<td>_____</td>
<td>_____</td>
</tr>
<tr>
<td>_____ ea. __ gal. Drums fiber /steel /poly</td>
<td>_____</td>
<td>_____</td>
</tr>
<tr>
<td>_____ ea. Vermiculite, 4 cu.ft. bag</td>
<td>_____</td>
<td>_____</td>
</tr>
<tr>
<td>_____ ea. EPA Waste Labels</td>
<td>_____</td>
<td>_____</td>
</tr>
<tr>
<td>_____ ea. DOT Labels</td>
<td>_____</td>
<td>_____</td>
</tr>
<tr>
<td>_____ ea. Level C Ensemble</td>
<td>_____</td>
<td>_____</td>
</tr>
<tr>
<td>_____ ea. Tyvek</td>
<td>_____</td>
<td>_____</td>
</tr>
<tr>
<td>_____ ea.</td>
<td>_____</td>
<td>_____</td>
</tr>
<tr>
<td><strong>Tax on packaging materials</strong> 7.75%</td>
<td>_____</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL ESTIMATED MATERIALS</strong></td>
<td>_____</td>
<td></td>
</tr>
</tbody>
</table>
VI. For the attached quarterly inventory list, complete the following cost breakdown. All blanks must be completely filled-in. If there is not an applicable charge, then mark with “0” or “NA”.

TSDF: ___________________________  Method: ___________________________

<table>
<thead>
<tr>
<th></th>
<th>Rate</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>4. Transportation and Disposal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>_____ ea. Transportation/55 gal.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>_____ ea. Transportation/30 gal.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>_____ ea. Transportation/20 gal.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>_____ ea. Transportation/10 gal.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>_____ ea. Transportation/5 gal.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>_____ ea. Transportation/________________</td>
<td></td>
<td></td>
</tr>
<tr>
<td>_____ ea. Profile Fee</td>
<td></td>
<td></td>
</tr>
<tr>
<td>_____ ea. Disposal/55 gal.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>_____ ea. Disposal/30 gal.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>_____ ea. Disposal/20 gal.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>_____ ea. Disposal/10 gal.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>_____ ea. Disposal/5 gal.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>_____ ea. Disposal Non-react.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>_____ ea. Disposal React.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>_____ ea. _________________</td>
<td></td>
<td></td>
</tr>
<tr>
<td>_____ ea. _________________</td>
<td></td>
<td></td>
</tr>
<tr>
<td>_____ ea. _________________</td>
<td></td>
<td></td>
</tr>
<tr>
<td>_____ ea. _________________</td>
<td></td>
<td></td>
</tr>
<tr>
<td>_____ ea. _________________</td>
<td></td>
<td></td>
</tr>
<tr>
<td>_____ ea. _________________</td>
<td></td>
<td></td>
</tr>
<tr>
<td>_____ ea. _________________</td>
<td></td>
<td></td>
</tr>
<tr>
<td>_____ ea. Disposal Surcharge, if any</td>
<td>%</td>
<td></td>
</tr>
</tbody>
</table>

TOTAL TRANSPORT AND DISPOSAL: _________

List any special handling methods required for TSDF: ____________

__________________________________________________________________________________
COST BREAKDOWN FOR QUARTERLY INVENTORY LIST

Instructions: For the attached inventory list, estimate the quantity and size of drums required to package according to DOT specifications and TSDF requirements. Use the enclosed worksheets for labor, equipment, packaging materials, transportation and disposal. Use duplicates of the transportation and disposal form if more than one disposal facility is required. Failure to complete the price breakdown for the attached quarterly inventory list will result in rejection of the bid.

I. Grand Total Estimated Quotation: $______________

II. List the proposed TSDF(s) and disposal method (i.e. recycle, Incinerate):

1. TSDF Name: ___________________________
   Address: ________________________________
   City: ________________________
   EPA ID# ________________________________
   Phone: ________________________________
   Method: ________________________________

2. TSDF Name: ___________________________
   Address: ________________________________
   City: ________________________
   EPA ID# ________________________________
   Phone: ________________________________
   Method: ________________________________

3. TSDF Name: ___________________________
   Address: ________________________________
   City: ________________________
   EPA ID# ________________________________
   Phone: ________________________________
   Method: ________________________________

4. TSDF Name: ___________________________
   Address: ________________________________
   City: ________________________
   EPA ID# ________________________________
   Phone: ________________________________
   Method: ________________________________

5. TSDF Name: ___________________________
   Address: ________________________________
   City: ________________________
   EPA ID# ________________________________
   Phone: ________________________________
   Method: ________________________________

Use an attachment for more than five TSDFs using the same format as above.

III. List any materials that are unacceptable for your company to handle.
COST BREAKDOWN FOR QUARTERLY INVENTORY LIST

IV. For the attached quarterly inventory list, please complete the following table. If the TSDF does not bill disposal costs by weight or if there is no profile charge per waste stream, then mark as not applicable (N/A). Use a copy of this page if additional room is required. If a transfer station is utilized, then the vendor must include the ultimate disposal facility for that waste stream. Use a separate line for each different size of drum. For estimated weights, use the average estimated weight per drum – not total summation of drum weights. You must copy this form of additional pages are needed.

<table>
<thead>
<tr>
<th>DOT Hazard Class</th>
<th>TSDF(s) Transfer</th>
<th>TSDF(s) Ultimate</th>
<th>Disposal Method</th>
<th>QTY</th>
<th>Drum Size</th>
<th>Est. Wt. Non-React.</th>
<th>Est. Wt. React.</th>
<th>Profile Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The total number of drums should be equal to the summation of drums in the Transportation and Disposal section.
COST BREAKDOWN FOR QUARTERLY INVENTORY LIST

V. For the attached quarterly inventory list, complete the following cost breakdown. All blanks must be completely filled-in. If there is not an applicable charge, then mark with “0” or “NA”.

<table>
<thead>
<tr>
<th></th>
<th>For total estimated labor</th>
<th>Rate</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Labor, supervisor</td>
<td>_____</td>
<td>_____</td>
</tr>
<tr>
<td></td>
<td>Labor, chemist</td>
<td>_____</td>
<td>_____</td>
</tr>
<tr>
<td></td>
<td>Labor, technician</td>
<td>_____</td>
<td>_____</td>
</tr>
<tr>
<td></td>
<td>Labor, driver</td>
<td>_____</td>
<td>_____</td>
</tr>
<tr>
<td></td>
<td>Labor, clerical</td>
<td>_____</td>
<td>_____</td>
</tr>
<tr>
<td></td>
<td>TOTAL ESTIMATE LABOR</td>
<td>_____</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>For total estimated equipment</th>
<th>Rate</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Vehicle</td>
<td>_____</td>
<td>_____</td>
</tr>
<tr>
<td></td>
<td>TOTAL ESTIMATED EQUIPMENT</td>
<td>_____</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>For total estimated packaging materials</th>
<th>Rate</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>55 gal. Drums fiber /steel /poly</td>
<td>_____</td>
<td>_____</td>
</tr>
<tr>
<td></td>
<td>30 gal. Drums fiber /steel /poly</td>
<td>_____</td>
<td>_____</td>
</tr>
<tr>
<td></td>
<td>20 gal. Drums fiber /steel /poly</td>
<td>_____</td>
<td>_____</td>
</tr>
<tr>
<td></td>
<td>10 gal. Drums fiber /steel /poly</td>
<td>_____</td>
<td>_____</td>
</tr>
<tr>
<td></td>
<td>5 gal. Drums fiber /steel /poly</td>
<td>_____</td>
<td>_____</td>
</tr>
<tr>
<td></td>
<td>1 gal. Drums fiber /steel /poly</td>
<td>_____</td>
<td>_____</td>
</tr>
<tr>
<td></td>
<td>Vermiculite, 4 cu.ft. bag</td>
<td>_____</td>
<td></td>
</tr>
<tr>
<td></td>
<td>EPA Waste Labels</td>
<td>_____</td>
<td></td>
</tr>
<tr>
<td></td>
<td>DOT Labels</td>
<td>_____</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Level C Ensemble</td>
<td>_____</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Tyvek</td>
<td>_____</td>
<td></td>
</tr>
<tr>
<td></td>
<td>TOTAL ESTIMATED MATERIALS</td>
<td>_____</td>
<td></td>
</tr>
</tbody>
</table>

|   | Tax on packaging materials            | 7.75%|           |

TOTAL ESTIMATED MATERIALS
COST BREAKDOWN FOR QUARTERLY INVENTORY LIST

VI. For the attached quarterly inventory list, complete the following cost breakdown. All blanks must be completely filled-in. If there is not an applicable charge, then mark with “0” or “NA”.

<table>
<thead>
<tr>
<th>TSDF: ______________________________</th>
<th>Method: ______________________________</th>
</tr>
</thead>
</table>

VII. Transportation and Disposal | Rate | Extension

<table>
<thead>
<tr>
<th></th>
<th>Transportation/55 gal</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Transportation/30 gal.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Transportation/20 gal.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Transportation/10 gal.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Transportation/5 gal.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Transportation/________</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Transportation/________</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Transportation/________</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Transportation/________</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Transportation/________</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Transportation/________</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Transportation/________</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Profile Fee</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Disposal/55 gal.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Disposal/30 gal.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Disposal/20 gal.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Disposal/10 gal.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Disposal/5 gal.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Disposal Non-react.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Disposal React.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

|   | Disposal Surcharge, if any | % |   |

TOTAL TRANSPORT AND DISPOSAL

List any special handling methods required for TSDF: __________
SECTION III

SPECIAL CONDITIONS
SPECIAL CONDITIONS

1. **General**
   The amount or types of hazardous waste is unknown at any given time, therefore, the District is requesting vendors to submit a price list of standard commodities, packaging and all other pertinent requirements.

   Some of the known wastes that have been disposed of in the past are as follows:
   Motor oil, paint, laboratory chemicals, and etc.
   Biological waste (cats, sheepheads, fish, and etc.)
   Needles, syringes

2. **Response Time**
   Contractor shall respond to regular service requests within 72 hours after initial contact from Project Manager.

   Contractor shall respond to emergency service requests and hazardous waste spills within 2 hours after initial contact from Project Manager.

   Contractor shall respond within three weeks to service requests for processing of all unknown materials. The three week response time shall include sampling and hazardous categorization.

   Contractor shall respond within three weeks to requests for disposal of pressurized gas cylinders. The three week response time shall include sampling, hazcating/analysis and categorization.

   Response time for disposal of biological waste, syringe, etc., shall be within the period required by law.

3. **Staffing**
   Contractor, when required, shall be prepared and able to provide on-site technical staff and to provide the District with an acceptable and reasonable time frame.

   Contractor’s personnel must be trained in the safe and proper handling of hazardous materials and must be capable of emergency response and clean-up of hazardous material spills.

   Contractor shall provide a detailed description of training provided to Contractor’s staff, to include, but not limited to, how Contractor’s staff is monitored under a health and safety plan.

4. **Manifesting**
   Contractor shall efficiently and adequately manifest materials that will comply with and satisfy requirements of the California EPA, U.S. Department of Transportation,
and the U.S. EPA permitted disposal facilities receiving the materials.

5. **Vehicles**
   Contractor’s vehicles used in the performance of services under this Agreement must and shall meet California motor vehicle and California OSHA regulations and other relevant codes required for use in the State of California.

6. **Scope of Services – Specialized Services**
   The specialized services set forth herein shall apply.

**Emergency Hazardous Waste Spill**
Contractor shall be able to respond to emergency hazardous waste spills or have the ability to draw on other resources (specialized, state registered hazardous waste sub-contractors) for emergency response to a variety of Hazardous waste spill. Contractor’s response must be initiated within two hours with all the equipment and expertise necessary to contain, manage, clean-up, lab-pack/store, remove, transport and properly dispose of the hazardous waste. Contractor’s services may require full level B protection and decontamination procedures.

**Unknown Materials**
Contractor will promptly respond and complete service requests for processing of all unknown materials, which includes, but is not limited to, sampling, hazcating/analysis and categorization. Contractor’s response time will be within three weeks from time of each initial service requested by the District. The unknown materials, after being identified, will then be incorporated into the regular waste stream for lab-ranking and disposal by Contractor.

**Explosives**
Contractor must be certified and authorized to handle, package, transport and arrange disposal of various explosives.

**Hazardous/Non-Hazardous Soil/Water**
Contractor may be required to remove/transport/dispose of 55-gallon drums containing hazardous/non-hazardous soil and/or water generated from drilling/water sampling activities associated with the state required Solid Waste Assessment Test program.

**Inventory Sheet**
Contractor shall provide a specific list of contents for each lab-packed drum to include, but not limited to, its source of generation.

7. **Reports**
Contractor shall supply each college an annual summary report of all material removed and its quantities for each site.
Contractor shall also prepare, at the college’s request, the Hazardous Waste Disposal Fee Return, and the Hazardous Waste Generator Fee and Waste Reporting Surcharge Fee Return forms.

Contractor shall prepare these forms and reports at no cost to the District.

8. **Agreement**
   The agreement, which the successful bidder, as CONTRACTOR will be required to execute, is attached, and should be carefully examined by the bidder.
SAMPLE

FIVE YEAR AGREEMENT

for

REMOVAL OF HAZARDOUS WASTE

______________COLLEGE

between

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
28000 Marguerite Parkway
Mission Viejo, CA 92692

and

CONTRACTOR

Contract for Period:
July 1, 2012 to June 30, 2015
AGREEMENT

BID NO. 297D
REMOVAL OF HAZARDOUS WASTE
SADDLEBACK COLLEGE

THIS AGREEMENT is made this 1st day of July 2012, by and between the South Orange County Community College District, hereinafter called the “DISTRICT”, and [CONTRACTOR], hereinafter called the “CONTRACTOR”.

1. STATEMENT OF WORK

The CONTRACTOR hereby agrees to provide Hazardous Materials Removal Services for the DISTRICT at Saddleback College during the term of this Agreement, in accordance with the Request for Bids and CONTRACTOR’s Bid No. 297D which is attached hereto as EXHIBIT A and incorporated herein as if fully set forth.

2. TERM

This agreement will be effective from July 1, 2012 until June 30, 2017.

3. PAYMENT TERMS

3.1 CONTRACTOR shall be paid on a Time and Materials basis, for the hazardous materials collection/disposal services and shall include fees, expenses, materials, and any other costs incurred in performing the services pursuant to this Agreement.

3.2 CONTRACTOR will be paid in accordance with the prices as set forth in the CONTRACTOR’s Bid.

3.3 DISTRICT can only estimate the volumes of hazardous materials. CONTRACTOR will be paid for collection/disposal services actually rendered. DISTRICT will place orders against this agreement. CONTRACTOR agrees to accept the specified compensation as full remuneration for performing all services and furnishing all staffing and materials called for; and for any reasonably foreseen difficulties under the responsibility of the CONTRACTOR which may arise or be encountered in the prosecution of the services; and for risks connected with the services; and for performance by the CONTRACTOR of all of its duties and obligations hereunder.

3.4 Payments due to CONTRACTOR will be made within thirty (30) days after receipt of a valid invoice in a format acceptable to the DISTRICT. As a condition of payment, the DISTRICT will require that CONTRACTOR furnish documentation such as detailed itemizations and receipts as may be required.
4. **SCHEDULE**

The work and services performed under this Agreement shall be done in accordance with a project schedule mutually agree upon in writing between CONTRACTOR and DISTRICT which may be revised at the option of the DISTRICT. Nonetheless, CONTRACTOR shall be responsible for schedule adherence. ALL COSTS FOR THE IMPLEMENTATION OF THE HAZARDOUS MATERIALS COLLECTION/DISPOSAL SERVICES SHALL BE INCLUDED IN THE TOTAL CONTRACT AMOUNT INCLUDING ALL APPLICABLE TAXES – IF ANY.

5. **FAITHFUL PERFORMANCE BOND**

CONTRACTOR shall provide the DISTRICT with a one hundred percent (100%) Faithful Performance Bond for the total contract. CONTRACTOR shall furnish the Faithful Performance Bond within ten (10) working days after the execution date of this Agreement. DISTRICT shall return the Faithful Performance Bond to the CONTRACTOR after satisfactory completion and fulfillment of CONTRACTOR’S duties and obligations as set forth in this Agreement.

6. **INSURANCE**

CONTRACTOR shall provide at no expense to the DISTRICT, general liability hazards insurance which shall include:

A. $1,000,000 Comprehensive General Liability Insurance, containing property damage endorsement,

   $1,000,000 Comprehensive Automotive Liability Insurance, including coverage for owned, non-owned, and hired automobile hazards; and

   $1,000,000 Contractual Liability Insurance

B. Worker’s Compensation Insurance covering all CONTRACTOR’S employees connected with the performance of this Agreement

C. The CONTRACTOR shall require any sub-contractor to maintain insurance of the same kind and the same amount.

D. The above insurance policies shall name the DISTRICT, the Board of Trustees, Saddleback College and all their respective officers, agents, and employees, as an additional insured and shall contain a covenant requiring thirty (30) days’ written notice to the DISTRICT before cancellation, reduction or other modification of coverage. These policies shall be primary and non contributing with any insurance carried by the DISTRICT and shall contain a severability of interests clause in respect to gross liability, protecting each named insured as
though a separate policy had been issued to each. Certificates of the above policies and endorsements shall be furnished to the DISTRICT together with copies of receipts of all premium payments made thereon prior to commencement of services.

7. **INDEMNITY**

The CONTRACTOR agrees to indemnify and hold harmless the DISTRICT, the Board of Trustees, Saddleback College, and all of their respective officers, agents, and employees, from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

1. Liability for damages for (i) death or bodily injury to person(s); (ii) injury to, loss or theft of property; or (iii) any other loss, damage or expense arising under either (i) or (ii) above, sustained by the CONTRACTOR upon or in connection with the operations and services called for in this Agreement, except for liability resulting from the sole negligence, or willful misconduct of the DISTRICT, the Board of Trustees, Saddleback College, or their officers, employees or agents.

2. Liability for damages for injury to or death of any person(s) or damage to, loss or theft of any property caused by any act, neglect, omission, or default of the CONTRACTOR, its employees or agents, arising out of, or in any way connected with the operations and services covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT property.

The CONTRACTOR, at CONTRACTOR’s own expense, cost, and risk shall defend at DISTRICT’s request, any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, the Board of Trustees, Saddleback College, or their officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, the Board of Trustees, Saddleback College, or their officers, agents or employees in any action, suit or other proceedings as a result thereof.

8. **LIQUIDATED DAMAGES**

Time is of the essence in the performance under this Agreement, and it is agreed by and between CONTRACTOR and DISTRICT that if this Agreement is not fully and completely performed within the terms of the Agreement, damage will thereby be sustained by the DISTRICT. Since it is and will be impractical and extremely difficult to determine the actual damage which the DISTRICT will sustain by reason of such delay caused by CONTRACTOR, it is, therefore, agreed that CONTRACTOR will pay to DISTRICT liquidated damages as set forth below:

- The sum of $300.00 per day for each and every day’s delay caused by CONTRACTOR in excess of the allotted project schedule. In the event
same are not paid, the DISTRICT will deduct the amount thereof from any monies due CONTRACTOR under this Agreement.

If CONTRACTOR is delayed by reason of changes or extra services ordered by DISTRICT, the time of performance of this Agreement may be extended commensurately by agreement between the DISTRICT and CONTRACTOR, in writing. CONTRACTOR will be relieved during the period of such extension of any claim for liquidated damages.

9. **FORCE MAJEURE**

CONTRACTOR will not be assessed with liquidated damages during any delay beyond the time named for the performance of the Agreement caused by an act of God, war, civil disturbance, or other causes beyond its reasonable control, provided CONTRACTOR gives written notice of the cause of the delay to DISTRICT within ten (10) days of the start of the delay.

10. **CHANGES/MODIFICATIONS/EXTRA SERVICES**

Contractor will make no changes in this Agreement without the DISTRICT’s written consent. In the event that there are new or unforeseen requirements, District Project Manager, with CONTRACTOR concurrence has the discretion to make changes at any time without changing the intent of this Agreement.

If DISTRICT-initiated changes affect price, delivery of services, or project schedule, such changes shall be agreed to in writing and may be subject to approval by the Board of Trustees.

11. **NOTICES**

Any and all notices permitted or required to be given hereunder shall be deemed duly given (1) upon actual delivery, if delivery is by hand; or (2) upon delivery by the United States mail if delivery is by postage paid registered or certified return receipt requested mail. Each such notice shall be sent to the respective party at the address indicated below or to any other address as the respective parties may designate from time to time.

**CONTRACTOR:**

________________________

**DISTRICT:**

Dr. Debra J. Fitzsimons
Vice Chancellor
South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692
12. **TERMINATION**

The provision of services under this Agreement may be terminated by the DISTRICT in accordance with this clause in whole, or the remaining part, whenever the DISTRICT shall determine that such termination is in the best interest of the DISTRICT. Any such termination shall be effected by delivery to the CONTRACTOR of the Notice of Termination specifying the extent to which provision of services under the Agreement is terminated, and the date upon which such termination will become effective.

13. **RESPONSIBILITY OF THE CONTRACTOR**

In the event CONTRACTOR’s operations creates a condition hazardous to traffic or to the public, CONTRACTOR shall furnish, erect and maintain, at CONTRACTOR’s expense and without cost to the DISTRICT, flagman and/or control devices as are necessary to prevent accidents, damage or injury to the public. Safety devices shall conform to the requirements as set forth in the most current edition of the Work Area Traffic Control Handbook.

14. **INDEPENDENT CONTRACTOR**

CONTRACTOR is and at all times shall be deemed to be an independent contractor and shall be fully responsible for the services performed under the terms of this Agreement. The DISTRICT shall look only to CONTRACTOR for results. Nothing contained herein shall be construed as creating the relationship of employer/employee, or principal/agent. CONTRACTOR shall assume full responsibility for the actions of its employees as related to the services provided under this Agreement. The DISTRICT shall not directly supervise the CONTRACTOR’s employees in the performance of their duties but shall look to the CONTRACTOR for contract performance as related to the tasks and services provided under this Agreement.

15. **ASSIGNMENT**

No performance of this Agreement, or any portion thereof, may be assigned or subcontracted by the CONTRACTOR. Any attempt by the CONTRACTOR to assign or subcontract any performance of this Agreement shall be invalid and shall constitute a breach of this Agreement.

16. **WAIVER**

No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or excuse shall be in writing and signed by the parties. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.
17. **REMEDIES NOT EXCLUSIVE**

The remedies for breach set forth in this Agreement are cumulative as to one another and as to any others provided by law, rather than exclusive; and the expression of certain remedies in this Agreement does not preclude resort by either party to any other remedies provided by law.

18. **CONFIDENTIALITY**

CONTRACTOR agrees to maintain the confidentiality of its records pursuant to all statutory laws relating to privacy and confidentiality as now in existence or as hereafter amended or changed. All records and information concerning any and all matters referred to CONTRACTOR by DISTRICT shall be considered and kept confidential by CONTRACTOR and CONTRACTOR’s staff, agents, and employees.

19. **NON DISCRIMINATION**

CONTRACTOR agrees that CONTRACTOR will not engage in unlawful discrimination in employment of persons on the grounds of race, color, religion, sex, or national origin, ancestry, physical handicap, medical condition or marital status of such persons.

20. **COMPLIANCE WITH APPLICABLE LAWS**

CONTRACTOR represents and warrants that the hazardous materials collection/disposal services performed by CONTRACTOR shall fully comply with all federal, state and local standards, laws, rules, and regulations, including, but not limited to, health and safety regulations and regulations applicable to the services at the time services are accepted by the DISTRICT and at each phase of the services. CONTRACTOR and all CONTRACTOR’s employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

20. **VALIDITY**

If any provision of the Agreement as applied to either party or to any circumstance shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of the Agreement or its validity or enforceability.
22. **AGREEMENT**

This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supercedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.

23. **GOVERNING LAW**

The terms and conditions of this Agreement shall be governed by the laws of the state of California with venue in Orange County, California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT:

By: ___________________________   By: ___________________________

   Signature

______________________________   ______________________________

   Print Name

______________________________   ______________________________

   Title

______________________________   ______________________________

   Date
SECTION V
CAMPUS MAPS
IRVINE VALLEY COLLEGE CAMPUS MAP

30-MINUTE VISITOR PARKING AVAILABLE IN LOTS 3, 4, 5, 8 & 10