



South Orange County Community College District

RFQ&P No. 5073-2022
Waste Disposal Services District-Wide

Addendum No. Two (2)

May 4, 2022

Nick Newkirk
Purchasing and Contracts Manager

Note:

All documents remain unchanged except section or parts added to, revised, deleted and/or clarified by this Addendum.

1. Proposal Form C: Related Experience, Approach, and Methodology has been replaced in its entirety and the revised version has been attached to this Addendum. Additional questions have been added to the form. Proposers shall utilize the Revised Proposal Form C: Related Experience, Approach, and Methodology when submitting proposals.
2. Proposal Form E: Fee and Rate Proposal has been replaced in its entirety and the revised version has been attached to this Addendum. Proposers shall utilize the Revised Proposal Form E: Fee and Rate Proposal when submitting proposals.
3. The responses to the unanswered questions received by the RFI deadline of April 25, 2022 at 5:00pm are shown below:

Q2: Within the SOW, it indicates that the hauler is required to process the waste to separate and recycle all recyclables with a minimum percentage to be diverted from the waste stream. Due to the recent State legislature, it requires all Comm'l businesses/entities to maintain 3 separate waste streams (Trash, Recycling, Organics). Will there be an addendum to expand the rate sheet to include all three waste streams separately? Anymore, it would be out of compliance to service your locations as trash only to then "sort" on the backend. We call this practice "dirty mrf'n" which does bring exposure to your facilities. This is referenced in the new SB 1383 regulations.

A2: In order to ensure compliance with SB 1383, the revised Proposal Form E: Fee and Rate Proposal attached to this Addendum includes pricing requests for service of three (3) 65-Gallon Trash Carts for Organic Waste at Saddleback College (SC), two (2) 65-Gallon Trash Carts for Organic Waste at Irvine Valley College (IVC), and one (1) 65-Gallon Trash Cart for Organic Waste at the Advanced Technology and Education Park. Please note currently there is not an operating cafeteria at SC, IVC, or ATEP. If/When the cafeterias return, there will be a need to increase the container/s size for Organic Waste. The revised Proposal Form C: Related Experience, Approach, and Methodology attached to this Addendum has an additional question related to how the awarded Contractor will

ensure SB 1383 compliance for themselves and for our District.

Q3: Do you have the current rates available?

A3: The contract with the current provider (Ware Disposal) is attached to this Addendum.

Q7: Did you give a new date for the interviews and negotiations if necessary?

A7: If necessary, interviews will be conducted on May 19, 2022 from 8:00 AM to 11:00 AM. The exact timeslot will be determined no later than May 17, 2022 by end of day. An exact time and date for negotiations will be provided after selection of the Contractor to be awarded the contract. An exact time and date for negotiations

REVISED PROPOSAL FORM C
(Revised Per Addendum No. 2)
RELATED EXPERIENCE AND METHODOLOGY
(Seven Page Limit)

1. Provide a summary of the Contractor's experience in relation to the services contemplated in this RFQ&P.
2. Describe how the Contractor will provide services and fulfill the requirements and expectations of the Colleges and District.
3. Provide a summary of your Contractor's experience working with Community Colleges and the experience of the staff assigned to this project.
4. How will you ensure the separation of recyclables to minimize the amount of solid waste taken to the landfill? What is the minimum percentage to be diverted from the waste stream?
5. How will you ensure that the District and the services provided to our District are compliant with the new SB 1383 regulations?
6. What is the average age of the fleet vehicles that will be servicing our District?
7. Will any of the fleet vehicles servicing our District be alternative fuel vehicles?
8. Does your company conduct customer service surveys? If so, how are they conducted and how often are they conducted?
9. Provide examples of the following reports/forms:
 - a. Quarterly certification demonstrating the percentage of diversion
 - b. Service reports for waste collection vehicles showing CALTRANS emission compliance
 - c. Service reports for waste collection vehicles showing compliance with requirements for the cities of Irvine, Mission Viejo and Tustin
 - d. Weekly reports (if applicable)
 - e. Other applicable/recommended reports
10. Indicate the Contractor's proximity to the District and availability to accomplish the work.
11. Provide a detailed description of training provided to Contractor's staff, including, but not limited to, how Contractor's staff is monitored under a health and safety plan. Include a copy of the Contractor's safety record for the last five (5) years.
12. Provide a copy of all certifications/qualifications required to perform the services identified in this RFQ&P.
13. Identify any special services typically provided by the Contractor that are not listed in the Scope of Services. Ensure that pricing for these services are included in Proposal Form E.

REVISED PROPOSAL FORM E
(Revised Per Addendum No. 2)
FEE AND RATE PROPOSAL

All fees and rates shall include all labor, materials, overhead and profit (OH&P), and other direct and indirect costs including incidental travel. Actual contract fees and rates will be subject to negotiation prior to issuance of any agreement. It is the Proposer’s responsibility to understand the complexity of the District as well as the complexity of the proposed work.

All fees and rates shall be firm and fixed.

1. Saddleback College

Description of Service	Price	
Twenty-Three (23) 3-cu. yd. Bins with lids, five (5) pick-ups per week. Waste processing and recycling recyclables.	\$ per bin	\$ per month
Three (3) 65-Gallon Organic Waste Trash Bins with lids, one (1) pick-up per week.	\$ per bin	\$ per month
Green Waste Yard: Two (2) High Sides One (1) Low Boy *Permanently on site, emptied as needed, 24 hour response, if notified by noon.	\$ per bin	\$ per bin
District Warehouse: One (1) High Side. Waste processing and recycling recyclables. * Permanently on site, emptied as needed, 24 hour response, if notified by noon.	\$ per bin	
Unit price for one (1) 40-cu. yd. High Side bin or as-needed basis. Waste processing and recycling recyclables.	\$ per bin	
Unit price for one Low Boy bin or as-needed basis. Waste processing and recycling recyclables.	\$ per bin	
*Minimum 57% diverted from waste stream		

2. Irvine Valley College

Description of Service	Price	
Eleven (11) 3-cu. yd. Bins with lids, five (5) pick-ups per week. Waste processing and recycling recyclables.	\$ per bin	\$ per month
Two (2) 65-Gallon Organic Waste Trash Bins with lids, one (1) pick-up per week.	\$ per bin	\$ per month

Unit price for one (1) 40-cu. yd. High Side bin or as-needed basis. Waste processing and recycling recyclables. * Permanently on site, emptied as needed, 24 hour response, if notified by noon.	\$ per bin
Green Waste Yard: One (1) Low Boy *Permanently on site, emptied as needed, 24 hour response, if notified by noon.	\$ per bin
Unit price for one (1) 40-cu. yd. High Side bin or as-needed basis. Waste processing and recycling recyclables.	\$ per bin
Unit price for one Low Boy bin or as-needed basis. Waste processing and recycling recyclables.	\$ per bin
*Minimum 57% diverted from waste stream *Price adjustment shall not exceed CPI plus 1%	

3. Advanced Technology and Education Park

Description of Service	Price	
One (1) 3-cu. yd. Bin with lids, five (5) pick-ups per week. Waste processing and recycling recyclables.	\$ per bin	\$ per month
One (1) 65-Gallon Organic Waste Trash Bins with lids, one (1) pick-up per week.	\$ per bin	\$ per month
Unit price for one Low Boy bin or as-needed basis. Waste processing and recycling recyclables. hour response, if notified by noon.	\$ per bin	
*Minimum 57% diverted from waste stream *Contractor agrees to provide, at no additional charge, one bin for recycling white paper.		

Section, unless specified otherwise, shall be a reference to a Section of this Agreement.

30. **Conflict of Interest.** Contractor hereby represents, warrants and covenants that (i) at the time of execution of this Agreement, Contractor has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of Work under this Agreement; (ii) Contractor has no business or financial interests which are in conflict with Contractor's obligations to District under this Agreement; and (iii) Contractor shall not employ in the performance of Work under this Agreement any person or entity having any such interests.

31. **Governing Law.** The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange, California.

32. **Authority to Execute.** The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of this Agreement.

33. **Approval by District's Board of Trustees.** Pursuant to Education Code Section 81655, this Agreement is not valid and does not constitute an enforceable obligation against District unless and until District's Board of Trustees has approved or ratified this Agreement as evidenced by a motion duly passed and adopted by the Board of Trustees.

34. **Time is of the Essence.** Time is of the essence with respect to all provisions of this Agreement.

35. **Accessibility of Information Technology.** Contractor hereby warrants that the Work to be provided under this Agreement complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C §794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products brought to its attention. Contractor further agrees to indemnify and hold harmless the South Orange County Community College District, the Chancellor's Office of the California Community Colleges and any California community college using the Contractor's products from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this Agreement.

36. **Certification Regarding Debarment, Suspension or Other Ineligibility.** (applicable to all agreements funded in part or whole with federal funds).

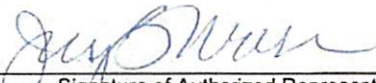
- a. By executing this contractual instrument, Contractor agrees to comply with applicable federal suspension and debarment regulations, including, but not limited to, regulations implementing Executive Order 12549 (29 C.F.R. Part 99) (see Appendix 15).
- b. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - 2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor's present responsibility;
 - 3) Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in b.2) above, of this certification;
 - 4) Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transaction (Federal, State or Local) terminated for cause or default;
 - 5) Shall not, except as otherwise provided under applicable federal regulations, knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded by any federal department or agency from participation in such transaction; and
 - 6) Include in all lower tier covered transactions, and all solicitations for covered transactions, provisions substantially similar to those set forth herein.

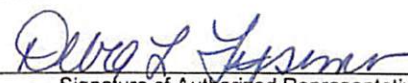
[SIGNATURES NEXT PAGE]

IN WITNESS WHEREOF, Parties hereby agree.

CONTRACTOR

SOUTH ORANGE COUNTY COMMUNITY COLLEGE
DISTRICT

BY: 
Signature of Authorized Representative
Print Name JAY BIOWARE
Print Title FEDERAL MANAGER
Date 4/17/17

BY: 
Signature of Authorized Representative
Print Name Dr. Debra L. Fitzsimons
Print Title Vice Chancellor of Business Services
Date APR 24 2017
District's Board of Trustee's
Approval/Ratification Date :

District Initiating Department
District Contact Name
District Contact Phone Number
Funding Source (G/L Account)

District Business Services
Jon A. Aasted
949-582-4693/jaasted@socccd.edu

ATTACHMENT A

CONTRACTOR shall provide 3 cu. Yd. Size bins with plastic safety lids in quantities specified for each campus and daily pick up (Monday through Friday).

CONTRACTOR shall process the waste to separate and recycle all recyclables. Bids shall indicate the minimum percentage to be diverted from the waste stream.

CONTRACTOR shall provide certification on a quarterly basis demonstrating the percentage of diversion. The report shall include copies of weight slip from the landfill operator and recycled material receiver.

CONTRACTOR shall provide on an on-call basis 40 cu. yd. open top containers, pick up, and process the waste.

Contract includes processing all waste to separate recyclables and minimize the amount of solid waste taken to the landfill. Processing should be done by the CONTRACTOR at a facility off campus.

- **Unless otherwise noted, 3 cubic yard bins shall be serviced once a day, five days a week. Normal pickup time shall be between 6:00 a.m. and 8:00 a.m. At Saddleback College, bins located at the Library (3) and Sciences/Math Building (2) must be serviced before 7:00 a.m.**
- **All high-sides and low-boys requested to be emptied must be serviced within 48 hours of request.**
- **Newly requested high-sides or low-boys must be delivered within 24 hours of request.**
- **Additional 3 cubic yard bins as requested by the colleges must be delivered within 48 hours of request.**
- **When broken wheels are reported, CONTRACTOR must repair them within 48 hours.**
- **When graffiti is reported on the bins, the CONTRACTOR shall paint or replace the bin within 48 hours.**
- **The daily waste collector shall ensure that the lids to the bins are in the closed position prior to putting the bins back in place.**
- **The daily waste collector driver shall not be allowed to compact the truck load within campus. If absolutely necessary, driver must coordinate with the respective M&O staff at each college an appropriate location for compacting the load.**
- **Waste collection vehicles must be serviced regularly and comply with CALTRANS emissions requirements as well as the requirements of the cities of Irvine, Mission Viejo and Tustin. CONTRACTOR shall provide Colleges Director of Facilities or designee with proof of vehicle service annually.**
- **The colleges must be notified in advance if, due to special circumstances, the waste hauler is going to miss a day of service.**
- **On special projects involving high-sides and low-boys (e.g. construction projects or sport field renovation) the DISTRICT reserves the right to temporarily use (during the duration of the project) alternate waste haulers if CONTRACTOR fails to meet any delivery schedules.**
- **At Irvine Valley College, CONTRACTOR shall provide, at no additional charge, one 3 cu yd bin for recycling white paper. Location to be determined by the Director of Facilities or designee.**
- **As the colleges' needs may vary during the term of the agreement, additional 3 cu yd bins may be required. CONTRACTOR shall provide additional bins at the prices quoted on the Bid Form. Similarly, if a bin is deleted, CONTRACTOR shall adjust the charges using the unit prices quoted.**
- **WASTE CONTAINERS SUPPLIED BY CONTRACTOR: Will be new or refurbished three cubic yard steel, watertight bins with plastic lids. The contractor will be responsible for keeping all bins clean and repaired to comply with all local health laws and regulations. Should the DISTRICT find a container in poor and unacceptable condition, the contractor shall replace the bin with another that the DISTRICT finds acceptable. Other sized bins may be requested.**

**ATTACHMENT B
Pricing**

SADDLEBACK COLLEGE

Twenty Three (23) 3-cu. yd. Bins with lids, five (5) pick-ups per week. Waste processing and recycling recyclables..... \$139.65 per bin / \$3,211.95 per month

Green Waste Yard:

2 High Sides: \$389.65 per bin

1 Low Boys \$399.10 per bin

Permanently on site, Emptied as needed, 24 hour response, if notified by noon.

One (1) High Side District Warehouse. Waste processing and recycling recyclables..... \$379.85 per bin

Permanently on site, Emptied as needed, 24 hour response, if notified by noon.

Unit price for one forty (40) cu. yd High-Side bin or as needed basis. Waste processing and recycling recyclables..... \$399.25 per bin

Unit price for one Low-Boy bin or as needed basis. Waste processing and recycling recyclables..... \$399.10 per bin

Minimum 57% diverted from waste stream

Price adjustment shall not exceed CPI plus 1%.

IRVINE VALLEY COLLEGE

Eleven (11) 3-cu. yd. Bins with lids, five (5) pick-ups per week. Waste processing and recycling recyclables..... \$139.65 per bin / \$1,536.15 per month

Unit price for one forty (40) cu. yd High-Side bin or as needed basis. Waste processing and recycling recyclables..... \$399.25 per bin

Permanently on site, Emptied as needed, 24 hour response, if notified by noon.

Unit price for one Low-Boy bin or as needed basis. Waste processing and recycling recyclables..... \$399.10 per bin

Permanently on site, Emptied as needed, 24 hour response, if notified by noon.

Minimum 57% diverted from waste stream

Price adjustment shall not exceed CPI plus 1%.

**ATTACHMENT B
Pricing**

ATEP

One (1) 3-cu. yd. Bins with lids, five (5) pick-ups per week Waste processing and recycling recyclables..... \$139.65 per bin per month

Unit price for one forty (40) cu. yd High-Side bin or as needed basis. Waste processing and recycling recyclables..... \$399.25 per bin

Unit price for one Low-Boy bin or as needed basis. Waste processing and recycling recyclables..... \$399.10 per bin

Minimum 57% diverted from waste stream

Price adjustment shall not exceed CPI plus 1%.

Contractor agrees to provide, at no additional charge, one bin for recycling white paper.



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AMENDMENT to AGREEMENT

Amendment No: 01

THIS AMENDMENT to AGREEMENT dated April 24, 2017 between Ware Disposal, Inc. and South Orange County Community College District for the District-wide Waste Removal Services.

Ware Disposal, Inc. and SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT do mutually agree as follows:


1. Increase contract amount by \$100,000.00 for a new total not to exceed amount of \$400,000.00.

Where any Article or portion is amended or superseded, the balance of that Article not specifically amended or superseded shall remain in effect as originally written. Where any Article or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. Except as amended herein, the terms and conditions of the original AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, said PARTIES have executed this AMENDMENT as of the date first above written.

Ware Disposal, Inc.

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT



Signature of Authorized Representative



Signature of Authorized Representative

Print Name: _____

Print Name: Ann-Marie Gabel

Print Title: **WARE DISPOSAL, INC.**

Print Title: Vice Chancellor, Business Services

Date: **P.O. BOX 1318**

Date: 11/20/19

Email & Phone: **SANTA ANA, CA 92702**

Email & Phone: 949-582-4663

11/9/19