

REQUEST FOR BID #19-02 WASTE MANAGEMENT SERVICES - DISTRICT



SAN DIEGO COMMUNITY COLLEGE DISTRICT
3375 CAMINO DEL RIO SOUTH, SUITE 270
SAN DIEGO, CA 92108

**RESPONSES DUE ON FRIDAY, 2/22/19 BY 10:30 A.M. PST
NO LATE BIDS WILL BE ACCEPTED**

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(619) 388-6562
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BID COVER PAGE

The San Diego Community College District is soliciting sealed bids for a District-wide contract to provide Waste Management Services which will include rubbish/waste removal and disposal, and collection and disposal of recyclable materials (i.e., mixed paper and greens). The initial contract will be for one year beginning April 1, 2019 through March 31, 2020, and will include four (4) optional one-year contract renewals.

The San Diego Community College District shall hereinafter be referred to as "District". Respondents to this RFB shall hereinafter be referred to as "Bidders". The Bidder to whom the contract is awarded shall hereinafter be referred to as "Contractor". This Request for Bid shall hereinafter be referred to as "RFB".

Sealed bids will be received until 10:30 a.m. PST on February 22, 2019.

All inquiries for information should be directed in writing to:

**Vanessa White, Buyer
Purchasing and Contracts Services
San Diego Community College District
3375 Camino del Rio South, Suite 270
San Diego, CA 92108-3883
vwhite@sdccd.edu
Telephone: 619-388-6562**

The bid response must be hand delivered or mailed to the following address:

**San Diego Community College District
Purchasing and Contract Services
Attention: Vanessa White, RFB #19-02
3375 Camino Del Rio South, Suite 270
San Diego, CA 92108-3883**

Offer and Agreement:

In compliance with this Request for Bid #19-02, and to all the conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the attached signed RFB or as mutually agreed upon by subsequent negotiation.

Name of Firm: _____

Address: _____ Zip Code _____

Authorized Representative

Print Name: _____ Title: _____

Signature in Ink: _____ Date: _____

Telephone Number (____) _____ Email: _____

I. INTRODUCTION

The District is soliciting sealed bids for a District-wide contract to provide complete Waste Management Services including rubbish/waste removal and disposal, collection and disposal of recyclable materials (i.e., mixed paper and greens). The initial contract period will be for one year beginning April 1, 2019 through March 31, 2020 and will include four (4) optional one-year contract renewals. This RFB is not an offer to contract to any party responding to this request, but only to the one or to those deemed qualified by bid submission and response and can meet all the District requirements and standards. The District reserves the right to reject any and all bids. All materials submitted to the District in response to this RFB shall remain the property of the District.

The District has grown over time and changed with numerous new buildings with added service requirements and locations from our Prop S & N construction, since the last time this district wide contract was let and awarded. As a result, it is the District's intent to practice Environmentally Preferable Purchasing PCC-12400 defined at the following website:

https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=PCC&division=2.&title=&part=2.&chapter=6.&article=. By submitting a bid for consideration of award, it is agreed that there is an understanding of a changing environment and requirements are subject to change over time. This RFB does contain examples/exhibits of current requirements, a link to recent campus maps and a sample recent pick up schedule.

Questions regarding this solicitation should be directed to Vanessa White, C.P.M., A.P.P., Buyer, Purchasing and Contract Services (619) 388-6562, fax (619) 388-6893, or e-mail vwhite@sdccd.edu during the Receipt of Questions period listed on page 7 in the Anticipated Bid Process Timeline.

II. GENERAL TERMS AND CONDITIONS

A. SUBMITTING BIDS

1. Response to Solicitation

Responses to this RFB must be submitted in electronic format on a CD or USB thumb drive in typed format. All files must be submitted as originally downloaded format (i.e., Excel, Word, PDF). In addition to the electronic submission, the **Signature Page and Response Sheet must be submitted as hard copies. Signature Page must contain original signature.**

An entry must be recorded for each line item. Prices must be stated in unit of issue specified within the solicitation. Waste Management Services are to be measured by bin units and are understood to be bins of indicated and expressly stated size and description with the respective dollar amounts for servicing those bins responded to accordingly.

2. Submittal of Response

The hard copy response and USB thumb drive must be submitted in a sealed envelope or package with the District's solicitation number printed on the outside. The USB thumb drive should contain a copy of all documents submitted.

Responses must be received and stamped in as evidence of delivery at the District's Purchasing and Contract Services Office, Suite 270, by 11:00 a.m. PST on Friday, February 22, 2019. Responses received after the scheduled deadline or with insufficient postage shall be refused and returned to the Bidder unopened.

3. Changes after Opening

Bidders must verify their response prior to submission to the District. Responses cannot be withdrawn after public opening. No response can be corrected or altered after being opened. The District will not be responsible for errors or omissions on the part of bidder.

4. Designation of Subcontractors

In compliance with the Subletting and Subcontracting Fair Practices Act commencing at PCC-4100 and any amendments thereof, outlined at the following website:

https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=PCC&division=2.&title=&part=1.&chapter=4.&article= each Bidder shall provide the name and location of the place of business for each subcontractor who will perform any portion of work, labor or render services to the prime Contractor under this contract. Only one subcontractor can be listed for each portion/task as defined by the prime Contractor's response.

Bidders failing to disclose a subcontractor for any portion of the work to be performed under the contract, shall be deemed to have either breached the contract or to have agreed to perform such portion, and shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work as to which no subcontractor was designated in the original response shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record and subject to exclusive approval of the District. The District's determination shall be final.

5. Trade Discounts

Trade discounts should be computed into unit price entered by the Bidder and only the net amount shown within the bid response.

6. Taxes

State and local retail sales tax, and use tax, if applicable, will be paid separately by the District and are not to be included in the response. The District is exempt from federal excise and transportation taxes. The District will provide its exemption number to the successful bidder.

7. Failure to Bid

Bidders who choose not to respond to this solicitation should return the RFB marked "NO BID" and state the reasons. Failure to do so will result in removal of the Bidder's name from the District's bid list.

8. Bidders Interested In More Than One Offer

No person, firm or corporation shall be allowed to make or file more than one response for the same goods and services described in this RFB.

9. Affirmative Action Plan

Bidders submitting a response to this RFB are required to file an Affirmative Action Plan and Certificate of Compliance with Federal and State Laws on Equal Employment Opportunity and the District Policy on Affirmative Action (Vendors). These forms are included with the Mandatory Bid Forms.

10. Minority, Woman and Disabled-Veteran-Owned Business Enterprise Certification

Bidders doing business with the District are required to file a "Minority, Woman and Disabled Veteran-Owned Business Enterprise Program Certification" form for the firm responding to this bid or any listed subcontractors as part of the response. **Failure to provide the certification may result in the rejection of the bid as non-responsive.**

11. Release of Information

Bidders responding to this RFB will be notified of Purchasing and Contract Services' recommendation for award to the District's Board of Trustees, in advance of the Board's decision. This will be the only information released after all responses are read aloud, and before the District's Board of Trustees awards the contract.

12. Anticipated Bid Process Timeline

The following timetable illustrates important dates and events that pertain to this Bid. Any activity may be altered by the District, if necessary, as part of a thorough evaluation process.

Bidders must obtain a parking permit prior to attendance of any scheduled event from the Purchasing and Contract Services Department.

January 31, 2019

Bid documents are available

Plans, specifications and other document forms, including bid documents will be available. Prospective bidders may also obtain pertinent bid documents, including any addenda, at the District's website: https://www.sdccd.edu/about/departments-and-offices/business-technology-services-division/business-support-services/purchasing-vendors/bid_rfp/bid-and-rfp-opportunities.aspx

**January 31 to
February 6, 2019**

Receipt of Questions

It is recommended that respondents carefully read the Request for Bid and submit questions for clarification or interpretation during the receipt of question period. Any oral communication concerning this Bid is not binding amongst any party or respondent to this Bid and shall in no way modify the RFB or the obligation of the District. **All communication shall be in writing during the question period ONLY.**

Direct any questions, concerning the RFB, documents or process **during the receipt of questions period ONLY** to Vanessa White at vwhite@sdccd.edu

Receipt of Questions period closes at 5:00 P.M. on Wednesday, February 6, 2019

February 22, 2019

COMPLETED SUBMISSIONS DUE AND MUST BE RECEIVED BY 10:30 a.m. PST

Late submissions will be disqualified. Respondents must submit one original document. Any information received after this deadline will be disregarded.

February 22, 2019

Bid Opening

Responses shall be read aloud at **10:30 a.m. PST** in **Suite 220**.

March 2019

Anticipated Award

March 2019

Certificate of Insurance Due

13. Right to Protest

Any prospective or actual bidder or contractor who believes it has been aggrieved, in solicitation or award of a contract, may submit a protest to the Director of Business Support Services using the following guidelines:

- The protest shall be submitted in writing within five (5) working days after such aggrieved person knows or should have known of the facts giving rise to the dispute.
- The protest must be accompanied by a detailed written statement, indicating the reason for the protest.
- Consistent with the District's Administrative Policy No. 6330.6, the Director of Business

Support Services has the authority to settle and resolve a protest of an aggrieved proposer, or contractor, actual or perspective concerning the solicitation or award of a contract.

- The Director of Business Support Services shall issue a decision, in writing within ten (10) working days of confirmed receipt of the written dispute. The decision shall state the reason for the action taken.

The right of protest does not prevent the District from proceeding with the award of the contract. Bidders may request a copy of the District's Administrative Policy No. 6330.6 at any time from the Buyer or the Director of Business Support Services.

The mailing address for submitting all protests is:

San Diego Community College District
Purchasing and Contract Services
Attention: Director, Business Support Services
3375 Camino del Rio South, Suite 270
San Diego, CA 92108

14. Submission Requirements/Checklist

The District reserves the right to reject any and all submittals that do not respond to all instructions in this RFB. Bidders must submit the required number of sets of all requested information, including but not limited to the following:

- | | |
|--|--------------------------|
| Bid Cover Signed | <input type="checkbox"/> |
| Acknowledgement that Respondent received each addendum | <input type="checkbox"/> |
| Experience and Qualifications (Respondent) | <input type="checkbox"/> |
| References (Respondent) | <input type="checkbox"/> |
| Completed Attachment for Affirmative Action Program | <input type="checkbox"/> |
| Completed Attachment for Minority, Woman & Disabled | <input type="checkbox"/> |
| Veteran-Owned Business Enterprise Certification | <input type="checkbox"/> |
| Worker's Compensation Form | <input type="checkbox"/> |
| Subcontractor's Form | <input type="checkbox"/> |
| Non-Collusion Affidavit | <input type="checkbox"/> |
| Proposal with Respondent's Response Forms | <input type="checkbox"/> |

B. EVALUATION OF RESPONSES

1. Basis for Award

The District intends to select and award to one Bidder to meet the District's needs to perform Waste Removal and Recycling services for all district sites as described in this RFB. In general, the Waste/Recycling Company will work cooperatively with the District staff to facilitate the proper removal of waste and recycling of debris.

The District plans to utilize these services district wide for Waste removal. The District reserves the right; however, to change this structure based on District requirements and needs.

The Waste/Recycling services described in this RFB are of a highly collaborative nature and will require the successful Bidder to work closely and successfully with the District Personnel and Facilities Management.

Bidders shall provide all services as outlined in a manner satisfactory to the District. All work performed in connection with this contract shall be authorized by the District via award of the RFB and in writing via Amount Only Purchase Order.

Bidders shall at all times during the performance of services, maintain accurate and complete records, files and documents for all work completed under the Contract and shall provide records as requested by the District for review and/or audit.

The firm(s) selected as a result of this process shall be responsible for the following general categories Scope of Work as applicable.

C. SCOPE OF WORK

1. Provide the following general services:

a) Provide Bins (Units), both External and Internal

All external trash, recycle, and green waste bins require combo locks and lock bars with all of the combinations being the same for each one. Additionally, all external bins require the San Diego Civil Code Compliance Message to be posted on the bin (Exhibit 4 Non-Scavenging Sign). Size and type of bins (units) is detailed in the response section.

Internal bins are the Recycling Bins detailed and prescribed within this document.

b) Provide Waste Removal Service as outlined

c) Recycling of Materials

d) Reporting:

All individual bin weights are to be recorded at all pick-ups via Point of Service Scale on truck. We do not require land fill ticket as evidence of service but do require Point of Service Scale reporting. These weights will be added to create both quarterly and yearly reports by Contractor using attached 'Exhibit 1' (Actual Numbers Posted) as example and reference.

Additionally, an updated spreadsheet is to be electronically delivered to the District's Recycling Coordinator quarterly. The information in this report is relayed to the State of California by the District and it's also used to monitor service levels for service adjustments as needed.

Monthly tonnage documenting for each location on each site **by waste stream type** shall be included with the monthly invoice. Monthly Invoices shall be e-mailed to Accounts Payable at apinvoice@sdccd.edu.

Cal/OSHA Reporting

Completion of OSHA Forms 300 and 300A ONLY is required. Forms and instructions can be found at the following website:

<https://www.dir.ca.gov/dosh/etools/recordkeeping/faq/FAQ14300.htm>.

e) Coordinate and Maintain Communication with Site Point of Contact

f) A dedicated account Transporter/Driver:

One driver to pick up all 3 and 4 yard Trash (Solid Municipal Waste), Greens (Yard Waste), and Recycle (Single Stream Mixed Recycle) for the entire district. These shall not all go in the same truck at the same time; thus the driver must pick up all trash in the entire district and dump, pick up all recycle in the entire district then dump, and pick up all greens in the entire district then dump. Each and every truck must have a Point of Service Scale. Point of Service Scale tickets shall be used by vendor to create the quarterly and yearly weights to be provided to District Recycling Coordinator electronically using a tonnage report (**Exhibit 5**).

The route has traditionally taken one driver approximately 6-10 hrs depending on traffic.

The District's desire is to have one dedicated driver assigned to our account that can provide

the expected level of customer service without having to go through multiple drivers.

2. General Waste/Recycling Management
 - a) Develop and manage truck routes, container deliveries, scheduling.
 - b) Ensure protection of all existing equipment, vehicles and safety of all people on site.
 - c) All waste shall be transported in accordance with all local, state and federal laws, rules and regulations by licensed haulers.
 - d) Ensure proper disposal of all waste in state permitted or certified facilities/landfills. Ensure proper recycling of all recycled material in state permitted or certified facilities, providing a summary report of which materials were recycled, how the materials were recycled and where they were recycled. (See Reporting in Section 3 below).
 - e) As needed additional containers shall be requested on an as-needed basis under the direction of the designated District Facilities Contact. When requested drop-off and pick-up of containers shall be made within 24 hours of request.
 - f) Bidders shall furnish and maintain all containers as listed in pricing section of this RFB. Containers shall be maintained and comply with all District requirements.
 - g) The selected firm shall employ at its expense professionals properly licensed and skilled in the execution of the functions required for execution of the RFB requirements.

3. Reporting
 - a) Provide all required reporting as requested by the District and required to comply with USGBC LEED certification and State waste/recycling reporting requirements. Contractor shall submit monthly reports on the 15th of each month to the designated site contact. Three (3) hard copies with attached original weight slips to be included. See attached sample report for items to be included in report.
 - b) Monthly report – due 15th day of each month.
 - c) Annual report – due February 1 in the following year
 - d) Provide report showing which materials were recycled, how the materials were recycled and where they were recycled (name the facility/location).

4. Exemptions
 - a) District is exempt from all transportation taxes; appropriate exemption number will be supplied to the successful bidder.

5. Recycling Bins Provided
 - a) Contractor is required to provide **at no cost to the District** new recycling containers as described in **Exhibit 2**. These containers will at no time become the property of the district and no cost implications, express or implied or any consideration will be allowed for or shall be absorbed or born by this award. The containers are part of the service only and are to be provided for use during the contract period only and must be removed at the conclusion or termination of this contract. Recycling container size shall be exactly as stated in the Recycling Container Exhibit as it is based on District requirements and needs.

Different size offices and other locations have different requirements. The District has studied these requirements, the stated container sizes reflect the needs of each location; thus, the sizes must be exactly as stated.

Contractor will be responsible for delivery of new recycling containers and not for the immediate direct placement into rooms. Contractor will be required to site deliver via bulk container loads as specified so as to cover each site. Drop shipped from vendor to each site is acceptable. SDCCD staff is to receive shipments, and SDCCD staff is responsible to place individual bins in each room.

District Bins. The District has a small inventory of identifiable recycling bins with a small portion that are currently in use and a sizeable amount of new and unused bins still in storage.

It may be that the District will at a later time consider incorporating District bins for use but they are not to be considered or a factor in this RFB submission and /or award and absolutely will not apply as a basis for award in any way.

All respondents/bidders must submit responses/bids covering the entire District Recycling Bin Requirements as shown in the Recycling container list.

D. EVALUATION CRITERIA

Bids will be evaluated by the District to determine Contractor Qualifications, Experience and References, Ability to meet Scope of Work and Technical Requirements, Service Level Abilities and Responsiveness to the District Operational Timelines, Recycling, Innovation, and finally Proposal Response Form/Costs -adding the total five-year cost of the contract (i.e., totaling the monthly service charges and the cost of annual price adjustments bid for the second through fifth years of the contract).

Bidders must have and provide all of the following Qualifying Submittals:

- Operations Plan
- Vehicles Type, Fuel, Make and Model, Number Available for the District Account
- Vehicle Maintenance Schedule
- Methods of Disposal
- Methods and Energy Efficiency Indicators
- Diversion Program-Landfill
- Safety Information
- Information from the Seller's Response Form
- Questionnaire
- Contract Renewal Options
- Recycling Bins Offered-Brand, Size and Model Numbers
- Containers (Dumpster) Rates
- Charges based on the attached service schedule and any/all associated fees.

Ability to cover the District's requirements will include at no additional cost to the District, providing of recycling containers, pick up methods, vehicles and capacity, quality of references, District's need of dedicated driver and availability, possible direct experiences with the bidder, appearance and size of bidder's facilities, number and qualifications of staff, possible punctuality in responses to request for service, financial strength, and quality of proposed products as factors used to select among the best qualified vendors.

1. Award Criteria

The District shall select the lowest, responsive, responsible bidder that is deemed **able and qualified** to deliver and produce the required services and levels of operation abilities necessary to meet the specifications of this RFB.

Bidders not submitting required evidence and bid information materials will be deemed as non-responsive.

Bids meeting the format and submission requirements will be submitted to an evaluations committee comprised of District personnel. Only the lowest priced bids will be reviewed and evaluated. Those bids in accordance with the qualification of responsiveness and meeting all required information submissions will include only those further verified with and as having capacity, assets, staff and ability to deliver the required services. Award shall be made to the lowest bidder meeting all/every requirement of the evaluations committee.

2. Evaluation of Proposed Equal Product/Services/Methods

The defined specifications contained herein exclusively describe and are based on many years of qualitative development and evolution of operational efficiency process requirements and deviation is not acceptable. The operational manner and container descriptions/specifications cannot deviate from prescribed specific sizes, specific type containers, specific products and/or the detail of primary and ancillary services. Only those considered acceptable by and to the District as incorporated herein and detailed by the district as entirely prescribed will be considered and none, **no others will be considered to be equal or may be submitted and will not be given consideration for award herein.**

Review of all such documentation, examination of any offering, and determination as to whether an offering meets the specifications contained herein shall be made by the District evaluations committee.

E. LEGAL ISSUES

1. Acceptance of Response

Bidders response is subject to acceptance by the District at any time within ninety (90) days after the opening of it, unless otherwise stipulated herein. **Terms and conditions additional to or not identical to the terms and conditions contained herein are not solicited and may render the RFB non-responsive.**

2. Assignment of Contract

Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the items appearing in this solicitation, which he or she may be awarded, or any rights accruing there under, title or interest therein, funds to be received hereunder, or any power to execute the same without the prior consent, in writing, of the District. **Notice is hereby given that the District will not honor any assignment made by the contractor unless the District has consented in writing.**

3. Termination With or Without Cause/Cancellation of Contract

The District reserves the right to cancel the contract resulting from this RFB solicitation in its entirety upon thirty (30) days' written notice **at no cost except for products/services previously rendered.** Such cancellation would be reserved for unsatisfactory service, discontinuation in District funding, reduction in enrollment, or change in scope of District programs and/or policies.

4. Excuse for Non-performance

Contractor shall be excused from performance hereunder during the time and to the extent that they are prevented from obtaining, delivering or performing in the customary manner by act of God, fire, strike, lockout, commandeering of raw materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the District, providing it is satisfactorily established that the nonperformance is not due to the fault or negligence of the contractor. In the event the contractor cannot or does not provide evidence of the circumstances contained herein, said contractor will be responsible for cover and/or equal substitution and continuation of service as contracted.

5. Hold Harmless

Contractor agrees to indemnify, defend and to hold free and harmless the District, its officers, employees and agents, from all loss, liability, damages, costs or expenses (including reasonable legal expenses and court costs) that may or might at any time arise or be asserted against District, its officers, employees and agents, arising by reason of, in the course of, or in connection with, the performance of this contract including any loss, liability, damages, costs or expenses resulting from the sole negligence of the contractor, or both contractor and District, but excluding any loss, liability, damages, costs or expense resulting from the sole negligence of the District.

The indemnification shall include, but is not limited to, liability of any nature or kind whatsoever, on account of use by the publisher or author, manufacturer or agent, of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this solicitation and any resulting contract.

6. Protection of Work and Property

Contractor shall be responsible for all damages to persons or property that occur as a result of his/her fault or negligence in connection with the execution of this contract and shall be responsible for the proper care and protection of District property and all materials provided. All work shall be performed solely at the Contractor's risk. Contractor shall take all necessary precautions for safety of all personnel on the work site and shall comply with all applicable safety laws and codes to prevent accidents or injury to persons on or about the premises where work is being performed.

7. Right to Reject/Waive

The District reserves the right to reject any or all offers, or to waive any minor irregularities or informalities in any offer, or in the solicitation process.

The District also reserves the right to waive minor variations in specifications and evaluate offerings and make awards considering the equipment and services being offered. Offers varying from District specifications in any major detail are not solicited and are automatically disqualified. **The District's opinion shall be final.**

8. Insurance

Contractor shall procure and maintain during the life of this contract and for such other period as may be required herein, at its sole expense, such comprehensive general liability insurance or commercial general liability and property damage insurance as shall protect Contractor and District from all claims for bodily (personal) injury, including accidental death, as well as claims for property damage arising from operations under this contract, and other covered loss, however occasioned, occurring during the policy term. Such policy shall comply with all the requirements of this article, and shall be in the form and amounts as follows:

Comprehensive General Liability Insurance:

with a combined single limit per occurrence of not less than \$1,000,000.00

OR

Commercial General Liability and Property Damage Insurance:

(Including automobile insurance) which provides limits of not less than:

(a) Per occurrence (combined single limit) \$1,000,000.00

(b) Project Specific Aggregate (for this project only)..... \$1,000,000.00

(c) Products/Completed Operations..... \$1,000,000.00

(d) Personal & Advertising Injury limit \$1,000,000.00

AND

Fire Insurance

Project Replacement Value at..... 100%
(One Hundred Percent)

Insurance Covering Special Hazards: Following special hazards shall be covered by riders or riders to above-mentioned commercial liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance, in amounts as follows:

Automotive and truck where operated in amounts..... \$500,000.00

Additional Insured Endorsement: Any general liability policy provided by Contractor hereunder shall contain an endorsement which applies its coverage to District, members of District's board of trustees, and the officers, agents, employees and volunteers of District, the State Allocation Board, if applicable, the architect, and the architect's consultants, individually and collectively, as additional insured.

Contractor shall require their subcontractors, if any, to take out and maintain the same insurance coverage.

Contractor shall not commence work nor shall he/she allow any subcontractor to commence work under this agreement until he/she has obtained all required insurance and certificates, which have been delivered in duplicate to, and approved by, the District's Director of Business Support Services.

All evidence of current insurance documentation shall be submitted to the District's Purchasing and Contract Services Department upon request.

9. Inspection of Facilities

The District shall have the right to inspect the facilities, services areas, and warehouses of all bidders, as well as their proposed subcontractors prior to the award of this contract. The purpose of such inspection is to determine Bidder's potential ability to perform under the terms of this bid. The District shall also have the right to inspect facilities and operations of the contractor and any subcontractors during the life of the contract.

10. Absolute Guaranteed of Service Requirement

As a public entity and in consideration of Health and Welfare of all Students, Faculty, Staff and Administrators, the District is required to consistently and without exception maintain a safe and healthy environment. The services of the nature requested herein cannot be interrupted or left undone, incomplete or unfulfilled.

Compensatory Damages. If delivery or performance is not made in accordance with the terms of the contract resulting from this solicitation, it is understood that the District will suffer damage. The District may, if needed by an inability of the Contractor to perform as contracted or because of a breach or as a safety & health necessity, may substitute or cover contract service requirements with a supplemental service provider with the difference in contract price owed to the District as compensatory damages.

Strict Liability Imposed Limited Liquidated Damages. Based on reasons of Public Policy and the nature and type of the specific activity, possible harm and services involved with completion and delivery of this contracted service, and it being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to the District as fixed and

liquidated damages, **and not as a penalty**, the sum of \$2000.00 for each calendar day beyond the guaranteed service date as agreed to by the Contractor and District.

Liquidated damages shall not be charged because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Contractor including, but not restricted to acts of God, or of public enemy, acts of Government, acts of the District, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of manufacturers due to such causes. Contractor shall immediately on the first day of the beginning of any such delay, notify the District in writing of the causes for delay; thereupon the District shall ascertain the facts and extent of delay and grant an extension of time for delivery when in the judgment of the District, the findings of fact justify such an extension. The District's findings of fact thereon shall be final and conclusive on the parties hereto.

F. DELIVERY/INVOICING

1. Conformity to Specifications

All products and services furnished as a result of this RFB/Solicitation must comply for contract duration with the specifications cited herein. Materials, a dedicated and identified account transporter/driver with immediate and direct contact ability, equipment, and all services provided are subject to inspection and approval after delivery. The District reserves the right to reject any portion of a shipment or service that is defective or fails to comply with the specifications, without invalidating the remainder of the order. Such rejection will be at the risk and expense of the contractor. Prior approval is required of all/any alternates or new versions of containers or materials and all/any must be approved in advance by the District before placed at a District location or put into use or applications in any way.

Failure to notify the District in advance of any substitutions may be considered and qualify as a breach of contract or as grounds for Termination for Cause.

2. Delivery Terms

Delivery terms are FOB footprint to any District facility within the San Diego metropolitan area. Prices offered shall reflect FOB Destination (e.g. no delivery charge).

3. Invoicing

Invoicing shall be on a monthly basis with one invoice per Purchase Order. The District reserves the right to issue multiple Purchase Orders against this solicitation. The successful bidder will be required to invoice for all work performed under this contract in the following manner:

- a) All invoices must reference the appropriate Purchase Order number, pick-up location, campus contact, and description of services performed.
- b) All invoices must be sent to the District's Accounts Payable Office at the address indicated on the Purchase Order.
- c) Invoices must be itemized separately, showing the costs (e.g., container fees, pick-up fees, dump fees, taxes, etc.) and submitted to AP offices with Monthly tonnage documents for each location on each site by waste stream type.
- d) The Contractor shall provide the District with weight tickets at the time of invoices for all collections.

Prior to payment all invoices must be approved by the District's Director of Facilities Services.

4. Method of Ordering

After award of the contract, individual Amount Only Orders will be placed as required by District Purchasing and Contract Services. Purchase Orders may call for individual or multiple items.

G. SPECIAL TERMS AND CONDITIONS

1. Performance Bond

The successful bidder shall be required to furnish a bond of surety from a company satisfactory to the Board of Trustees, cash or certified cashier's check payable to the San Diego Community College District, guaranteeing faithful performance of any contract resulting from this RFB. Such surety must be provided **within thirty (30) days** from award of contract.

For purposes of this RFB **ten percent (10%)** of the annual value of the RFB will be considered appropriate performance surety. The ten percent should be calculated by adding the monthly price of all line items and multiplying it by twelve months, and multiplying that sum by ten percent. **Failure to provide the performance surety as required will result in the termination of the contract.**

2. District Campuses

Rubbish/waste and recyclable materials are stored at the locations listed in Attachments "A and B". Bidder is encouraged to arrange for a campus walk-through with each location. District campus maps can be obtained at the following link: <https://www.sdccd.edu/about/campus-locations.aspx>. Campus contact information is listed below:

<u>CAMPUS</u>	<u>TELEPHONE</u>	<u>CONTACT PERSON</u>
City College	(619) 388-3537	Jay Purnell
Mesa College	(619) 388-2814	Dave Warczakowski
Miramar College	(619) 388-7823	Dane Lindsay
Educational Cultural Complex	(619) 388-4844	Raymond Arellano
West City Center	(619) 388-4844	Raymond Arellano
Mid-City Center	(619) 388-4844	Raymond Arellano
Centre City/Skills Center	(619) 388-4844	Raymond Arellano
District Service Center	(619) 388-6350	Jose Lopez
District Offices (Stadium Plaza)	(619) 388-4844	Raymond Arellano
North City (Aero drive)	(619) 388-4844	Raymond Arellano
Cesar Chavez Center	(619) 388-4844	Raymond Arellano

3. Transportation and Transporter/Driver

Contractor shall provide for the transportation of all rubbish/waste and recyclables to permitted facilities. All waste shall be transported in accordance with all State and Federal Laws, Rules, and Regulations. The single driver/transporter shall be licensed by the state for hauling rubbish/waste and be a dedicated and identified District familiarized individual account single/transporter/driver with immediate and weekday, working hours including direct contact ability. **Transportation costs shall be included in the waste disposal costs.** The District is exempt from all transportation taxes; appropriate exemption number will be supplied to the successful bidder.

4. Disposal

Contractor shall only use stated permitted disposal facilities/dumps/landfills. All waste shall be disposed of in a manner that is consistent with industry practices and in accordance with all federal, state, and local laws, rules, and regulations. Recyclable material should be delivered to a recycling facility.

The Contractor's front end loading vehicle must be equipped with onboard scale device (Point of Service Scale) that allows the contents of each dumpster to be automatically recorded at the point of service.

5. Waste Streams

Rubbish/waste and recyclable material streams listed in this RFB are estimated from past schedules and are approximate; based on historical data adjusted to reflect the District's anticipated needs. The District may generate more or less waste than shown during the initial contract period. The District shall have no liability whatsoever in the event that its requirements for rubbish/waste disposal is more or less than that which is estimated. In the event that the District requires additional containers and/or pick-ups, the contractor shall use the same pricing formula used in pricing the items in the RFB response. As the District expands its single stream recycling program, the ratio of rubbish to recyclable paper containers will change.

6. Co-Mingling

All collection pick up vehicles can enter San Diego Community College District property empty or containing materials from other SDCCD pickups. The San Diego Community College District reserves the right to require route verification and to inspect the vehicles, without prior notice, at the time they enter District property.

7. Service Schedule

Contractor shall provide year around rubbish/waste and recyclable material pick-ups as specified in **Section III – Bidder's Response Form**, or on an as-needed basis. A Sample annual schedule is attached as **Exhibit 1** Bin Location Summary. Pick-up services will be under the general direction of the staff members designated by the District. Emergency, unscheduled or missed pick-ups shall be picked up the same day when called in by 8:00 a.m., and no later than 8:00 a.m. of the following day when called in between 8:00 a.m. and 4:00 p.m. Such request shall be made by telephone or e-mail. No additional costs are to be allowed for this schedule exception and all cost for this service is to be included in price schedule on bid form. The District reserves the option to amend the contract as service needs dictate (i.e., service requirements may be reduced during summer, winter break, etc.), with corresponding reduction in charges to the District. Contractor agrees to respond to periodic changes within two (2) working days from notification. Service during off times may be reduced by 50% or more.

As the District's single stream recycling program expands, the necessary changeover from conventional recyclable single stream containers will increase. The container size and pick-up schedule for the recyclable single stream may vary from the container size and pick-up schedule for refuse at each site.

8. Contractor Provided Containers

The District reserves the right to **change and modify the number, type, and size** of refuse and recyclable single stream containers at each service location as required; the **frequency of pick-ups** at each service location as required; and to add or delete service locations as required.

9. Pricing

First year RFB prices are maximum for the initial contract period. In the event of a price decline, or should the same service be offered for similar quantities and delivery conditions to any other customer at prices below those set forth herein, such lower prices are to be immediately extended to the District. The Bidder should provide all pricing as requested in the Bidder's Response Section.

In the event a cost free or rebate recycling program becomes available, the District would like to take full advantage of this opportunity, at no additional cost.

The District reserves the right to increase or decrease the services provided under any contract to best serve the District's requirements and interest and to negotiate price adjustments, if warranted. For example, during the winter break (late December through early January) when the campuses are closed, services will be either decreased or not required.

10. Landfill Fees

Any fees levied against the commercial waste disposal industry by the City of San Diego for the disposal of waste can be passed through to the District. Contractor shall not add profit, overhead, or any other expense to these fees. Bidder shall provide a copy of current landfill fees or disposal fee summary sheet with bid.

11. Containers (3 to 4 yard) Trash, Greens & Recycling

Containers should be designed for rapid emptying, and shall be new or like new, neatly constructed and painted, leak-proof, and shall have flush-fitting lids and be lockable with combination locks provided free of charge. The trash and recycling container lids shall be tight sealing. The maximum force for opening the lid shall not exceed fifteen (15) pounds and the lids shall stay in the open position when lifted. Lid openings shall be large enough to receive refuse from a thirty-two (32) gallon container. Counter-balanced lids are preferred.

Containers stationed close to classrooms should be designed to minimize noise when being emptied or moved. Such design should include, but not be limited to, heavy-duty, ball-bearing, rubber-tired casters.

The color of containers should easily identify their use. For example containers should have a different color for regular trash, single stream recyclable, and greens recyclable.

Contractor shall be responsible for furnishing and maintaining all containers. Containers shall be kept in good mechanical and sanitary condition. Maintenance shall include periodic spraying with insect deterrent and deodorizer (applied safely and judiciously with extreme care in patio areas). Unsightly or damaged containers shall be replaced or refurbished by contractor. Drivers are required to identify and report damaged bins immediately upon recognition and will be responsible and accountable to The District for such reporting and the District will have no liability whatsoever for any loss or damage to the containers.

Recycling containers shall be clearly marked with "Single Stream Recycling" and Green Containers shall be marked as "Greens Only" while similar language (as the aforementioned signage) is acceptable as long as they are easily distinguishable from trash containers.

The District reserves the right to add a compactor unit(s) in the future if it is determined to be in its best interest.

Location, quantity, and size of containers listed in **Exhibits 1 & 2** are tentative and are subject to changes in the interest of improved service to the District.

The District reserves the right to approve the type, size, quantity and quality of all containers provided under any contract.

12. Recycling Containers for Indoor and Outdoor Use

Contractor will be required to provide free of charge the specified and exact type and delineated amount of recycling containers for interior and exterior use listed in **Exhibit 2**. As the District's recycling needs changes, additional recycling containers shall be provided free of charge upon request. All containers shall be clearly marked or distinguishable as a "Single Stream Recycling Container."

Contractor to explain in their response what type of indoor and outdoor recycling containers are available. The District will determine if the type of recycling containers submitted and clearly defined are acceptable and serviceable. The District's decision will be final.

13. Qualifications

The successful bidder shall be in the rubbish/waste removal and disposal business, shall be licensed by the State, and shall have appropriate types and levels of insurance.

By submitting a response, the bidder acknowledges that it, and all of its subcontractors, possesses all necessary licenses and permits required to perform under the contract. Contractor shall notify the District immediately if it, or any of its subcontractors, loses, has revoked or canceled, or has suspended any of its insurance, licenses or permits required to perform under this contract.

14. Financial

Bidders responding to this RFB must provide audited income and balance sheet statements for the last three (3) years. In lieu of an audited income statement, the District may consider other official documents, such as unaudited income statements and balance sheets accompanied with tax records. By submitting a response, bidder consents to the District conducting a credit check (i.e., Experian, Dunn & Bradstreet, etc.) to determine the financial strength. Financial information may be used in the bid evaluation. **Failure to provide the required Financial Information will deem the Bidder's Response Non-Responsive**

15. Reporting

Contractor shall provide on a monthly basis, reports of all rubbish/waste and recyclable materials disposed of by each District site. All reports are to be submitted by e-mail with three (3) hard copies (with attached weight slips) to be received by the District's Recycling Coordinator by the 15th of each month. At a minimum, the report will give the generating site's name, number of and type of containers, container location, and rubbish/waste weight, and recyclable materials weight. The recycled material report must be broken down by greens and single stream. An annual tonnage report broken down by campus, type (trash, green, recycling), location, the number of bins at location, bin size, pick-up days, monthly tonnage, and campus total tonnage shall be submitted by the Contractor by the 1st of February for SB1016 Reporting in the following year to the Recycling Coordinator. This information will be used solely for the purpose of tracking the recycling program(s). Other similar reports may be requested during the life of the contract. Bidder agrees to provide such information if it is collected and retrievable. **Bidder is also required to provide a sample of a current report for approval with the bid response.**

16. Litigation History

Contractor shall include a 5 yr. litigation history with full disclosure of party designation, results, findings and awards. This submission is necessary to show number of incidence, affirmatively allow risk assessment, dependability and overall delivery of responsible and complete services. Respondent should include each incident in a percentage of business format representation for that particular year. **Failure to provide the required Litigation History/Information may deem the Bidder's Response Non-Responsive.**

III. BIDDERS RESPONSE FORM

A. References

Respondents are required to provide at least three (3) references of existing users of rubbish/waste transportation and disposal services giving company names, contact persons, phone numbers, and number of years serviced. References must have had similar services provided for a minimum of three (3) years. The District reserves the right to perform investigations of proposing parties that extend

beyond contracting references identified in the bid document.

- 1) Company Name: _____
Company Address: _____
Contact Name: _____
Contact Phone Number: _____ Years of Service: _____
- 2) Company Name: _____
Company Address: _____
Contact Name: _____
Contact Phone Number: _____ Years of Service: _____
- 3) Company Name: _____
Company Address: _____
Contact Name: _____
Contact Phone Number: _____ Years of Service: _____

FAILURE TO PROVIDE THE REQUIRED REFERENCES WILL RESULT IN THE BID BEING CONSIDERED NON-RESPONSIVE.

B. Bidder's Qualification Responsiveness Questionnaire

On a separate sheet of paper please provide answers to the following questions. Please reference the question and question number on your bid response.

- (1) How long have you been in the rubbish/waste removal and disposal business?
- (2) How many trucks are in your fleet?
- (3) How much can the service be varied, in terms of number of containers, up or down without affecting costs?
- (4) Which costs are affected by changing service levels and how are they affected?
- (5) What types of recycling services do you offer?
- (6) Which recycling services do you charge for and what are the costs?
- (7) What recycling services do you offer at no charge?
- (8) Current landfill fee per ton?

- (9) Proposed disposal site?
- (10) What will you charge us to pick up recycled materials (i.e., price per weight)?
- (11) Specify type, size, and color of containers you intend to supply:
- (12) Specify type and capacity of trucks you intend to use on District services:
- (13) If an educational program with regard to recycling materials is available, please include information regarding the program when submitting the RFP Response.
- (14) If a detailed recycling plan or information to the betterment of recycling within the District and our environment is available, please submit this information with the bid.
- (15) Your firm's legal form of ownership and list any litigation and/or claims for services provided within the last five years. State the issues in the litigation, the status of litigation, names of parties, and the outcome.
- (16) List any technology or technical capabilities that are specific to your company's competitive advantage.
- (17) Proposer must provide a company safety records, both OSHA Form 30 and EMR for the past five (5) years for the office that will be servicing SDCCD.
- (18) Governor Brown signed SB1383 back in September 2016. What provisions do you plan to implement to comply with the upcoming regulatory changes? Please see Senate Bill No. 1383 at the following link:
https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201520160SB1383

C. Contract Renewal Options

The District reserves the right to consider the extension of this contract for additional periods. Time of such extension is to begin the day after the end of the current term of the contract and end a full year thereafter. Supplier performance will be a major factor in determining whether to exercise the renewal option. By submitting this RFB the respondent accepts the District's option to extend the contract.

FAILURE TO COMPLETE THE PRICE ADJUSTMENT CLAUSE BELOW WILL BE CONSTRUED TO MEAN PRICES ARE FIRM FOR THE DURATION OF A FIVE-YEAR CONTRACT.

Are prices submitted firm through March 31, 2024? YES _____ NO _____

If no, Respondent must complete the Price Adjustment Clause

Price Adjustment Clause

Any increase to the District shall not exceed:

First Renewal Period: April 1, 2020 – March 31, 2021 _____%

Second Renewal Period:	April 1, 2021 – March 31, 2022	_____%
Third Renewal Period:	April 1, 2021 – March 31, 2023	_____%
Fourth Renewal Period:	April 1, 2023 – March 31, 2024	_____%

Contractor must submit proposed price increases with supporting justification (e.g., Price Adjustment notices received by contractor from the City of San Diego, for fee increases) to the District at least forty-five (45) days prior to the end of the current contract period. Contractor's increase will be limited to the lesser of the above escalation CAPS or the percentage of increase stated on the "Price Adjustment Notices".

Any decrease in price made effective prior to dates listed above shall be passed to the District.

D. Price Response Section

Bidders must complete all of the items at the end of this section to be considered for award of contract. Failure to provide the pricing information in the format required will result in the bid being determined non-responsive. All bids must be for a period of twelve months per year.

1. Sample Bin Spreadsheet Exhibit 1

A sample total Bin Summary of all District bin quantities and locations with both in and out of session indicators obtained November 2018, is incorporated as Spreadsheet – SDCCD Bin Summary Master Bin Locations. This is provided **as a tentative cost projection and information tool only and current quantities may or may not reflect current locations, conditions or quantities.**

2. Interior and Exterior Recycling Containers List – Exhibit 2

These Recycling Containers, specified in "Attachment A – Interior and Exterior Recycling Containers List" are to be provided at NO Cost to the District. **The quantity is subject to vary with new building completion.**

3. Roll-Offs (No Time Limit)

Roll off shall have no time limits and not be charged for time on District Property. Pricing per roll of is to be responded to in this part of the Pricing Response sheet. Extra lift for 3 yard bins shall be charged same as rate offered for one MSW day service per week on pricing response sheet. Upsizing to 6 yard bins are not requested.

Concrete/dirt roll-offs do not get bid at a per ton rate, rather the District expects the Contractor to pass on the direct cost of recycling and to pay a per pull fee. The pull fee will be equal to the MSW one service per week price.

Please give your price: \$ _____.