

Request for Proposals (RFP) No. 2075

Waste Disposal and Recycling Services



Date Issued: November 18, 2019

Response Closing Date / Time: December 16, 2019 @ 2:00 pm (PST)

Bidders are invited to provide information on products and services for the above-mentioned project by providing a response to this RFP and forwarding it to the address indicated in this document by the date and time prescribed.

NO FAX OR EMAIL PROPOSALS WILL BE ACCEPTED.

1. Background about Rio Hondo College:

Rio Hondo Community College ("District") was established in 1961. The District primarily serves residents of Whittier, El Monte, South El Monte, Pico Rivera and Santa Fe Springs; residents of unincorporated Los Angeles County; and several cities outside District boundaries.

The District also provides transfer, vocational, and short-term courses for roughly 13,000 full-time equivalent students; is fully accredited by the Accrediting Commission for Community and Junior Colleges of the Western Association of Schools and Colleges; is governed by an independent five-member governing board who are elected at large for four-year terms; and administered by the Superintendent/President, who is appointed by the Governing Board.

There are approximately 2,700 parking spaces and approximately 500,000 square feet of classrooms and offices to be considered on the main campus.

There are three (3) Off Site Educational Centers within the Communities that are served:

El Monte Educational Center (EMEC)
3017 Tyler Ave.,
El Monte, CA 91731

Rio Hondo Educational Center at Pico Rivera
9426 Marjorie St.,
Pico Rivera, CA 90660

South Whittier Educational Center (SWEC)
14307 E. Telegraph Road,
Whittier, CA 90604

The District also has a Fire Academy located at Santa Fe Springs:

Rio Hondo Regional Fire Training Center
11400 Greenstone Ave.,
Santa Fe Springs, CA 90670

2. RFP Objective(s):

The District invites qualified firms to submit a proposal in response to this Request for Proposal (RFP), for trash removal and recycling services at Rio Hondo College Main Campus.

3. Definitions:

- A. Additional Services. Services requested by District in writing, and approved by District in writing, prior to their being performed by Contractor and that do not arise, in whole or in part, from the fault, negligence or breach of this Agreement by Contractor and which: (i) are not within the scope of this Agreement; or (ii) except as otherwise provided in this Agreement, are performed after the expiration of the Initial Term.
- B. Applicable Laws. All applicable federal, state and municipal laws, statutes, building codes, ordinances and regulations of governmental authorities, including, without limitation, ordinances, rules and regulations.
- C. Best Value. This means that District will in an evaluation of each proposal submittal, consider

factors other than just cost in making the award decision.

- D. College or District. Rio Hondo Community College acting through its Superintendent/President or his/her designee.
- E. Contract. This refers to the fully executed written agreement that ensues from the RFP. Whereas all RFP documents are included, by reference, as a part of the ensuing contract, when "contract" is referred to within an RFP document; such is referring to both the RFP documents and the ensuing contract document.
- F. Day(s). Unless otherwise specified, shall refer to calendar days.
- G. Environmental Law(s). Without limitation, any applicable federal, state or local laws, ordinances or regulations relating to the environment, health and safety, Hazardous Substances (including, without limitation, the use, handling, transportation, production, disposal, discharge or storage thereof) or to industrial hygiene or the environmental conditions on, under or about the Site, including, without limitation, soil, groundwater and indoor and ambient air conditions, including, without limitation, the following: Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601-9675), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 6901-6992k), the Hazardous Materials Transportation Act, as amended (49 U.S.C. § 1801 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251-1307), the Clean Air Act, as amended (42 U.S.C. §§ 7401-7671 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. §§ 2601-2692), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (Title X), 15 U.S.C. §§ 2681-2692 and also 42 U.S.C. §§ 4851-4856, the Lead Based Paint Poisoning Prevention Act, 42 U.S.C. §§ 4821-4846, the Indoor Radon Abatement Act, 15 U.S.C. §§ 2661-2671, and the Safe Drinking Water Act Amendments of 1996, Pub L. No. 104-182, IIO Stat. 1613 (1996) and all similar federal, state and local statutes and regulations.
- H. Hazardous Substances. The term "Hazardous Substance(s)" refers to, without limitation, any chemical, material or other substance defined as or included within the definition of "hazardous substances," "hazardous wastes," "extremely hazardous substances," "toxic substances," "toxic material," "restricted hazardous waste," "special waste" or words of similar import under any Environmental Law, including, without limitation, the following: petroleum (including crude oil or any fraction thereof), asbestos, asbestos-containing materials, polychlorinated biphenyls ("PCBs") and PCB-containing materials, whether or not occurring naturally.
- I. Parties. When "the parties," "both parties" or "either party" is stated within the RFP documents or the contract, such refers to the District and the successful proposer(s).
- J. Proposal, Proposal Submittal and/or Bid. This is the "hard copy" document that the proposer is required to, as detailed within the RFP document, deliver to the District.
- K. Prospective Proposer, Proposer or Bidder. A prospective proposer is a firm or individual who has been notified of the RFP solicitation and/or who has requested and/or received the RFP documents and is considering responding with a proposal; a proposer is a firm or individual who has submitted a proposal in response to the RFP. All terms and conditions shall apply equally to all prospective proposers as well as proposers, though prospective proposers may not, after the deadline set for receiving proposals, receive further notices pertaining to that RFP-meaning, certain notices are only delivered to proposers and not to prospective proposers.

- L. Rates for Services. The rates set forth in this Agreement that Contractor is entitled to charge for Services performed and billed in accordance with this Agreement.
- M. Services. Those services to be provided by Contractor pursuant to this Agreement.
- N. Site. The term "Site" refers to: (i) the parcel of land that serves as the main campus of the District located at 3600 Workman Mill Road, Whittier, California.

4. Term:

The term of this Agreement shall be for a period of three (3) years from effective date and with an option for additional two (2) annual renewals.

5. RFP Schedule:

The following are the schedule of events for this solicitation:

| | |
|---|---|
| RFP Issued | November 18, 2019 (Mon) |
| Pre-Proposal Conference | December 2, 2019 (Mon) @ 11:30 AM (PST) |
| Last Day for Submission of Questions from Bidders | December 6, 2019 (Fri) @ 2:00 PM (PST) |
| Due Date and Time for Submission of Proposal | December 16, 2019 (Mon) @ 2:00 PM (PST) |

6. Pre-Proposal Conference:

- A. A non-mandatory pre-proposal conference will be conducted (see below for details):

Board Room (Room A-102)
Administration Building
3600 Workman Mill Road,
Whittier, CA 90601

- B. Special Instructions:

Below is our "Campus Map" link, please stop at our Information/Parking Booth (PB), inform the guard that you are attending the pre-proposal conference for "**RFP No. 2075 - Waste Disposal and Recycling Services**", and request a parking pass reserved in your name or event and proceed to Parking Lot F. Utilize the stairwell and enter the Administration Bldg. (A).

http://www.riohondo.edu/wp-content/uploads/2014/05/rhc-campus_map.pdf

7. Qualification Requirements:

- A. Bidders should be able to demonstrate their current capability and possess a record of successful past performance in providing substantially similar products and/or services as those specified in this RFP.

B. Accordingly, prospective Bidders should conform to the following minimum qualification standards and provide the required information in order to be considered for award:

- 1) Minimum of five (5) years of experience providing the required services in this RFP.
- 2) Ability to obtain and maintain the insurance required by the District (see Exhibit E).

8. Preparation of RFP:

Proposals should be completed in all respects as required by the instructions herein. A Proposal may be rejected if it is conditional or incomplete, or if it contains alterations of form or other irregularities of any kind. A Proposal will be rejected if, in the opinion of the District, the information contained therein was intended to erroneously or improperly mislead the District in the evaluation of the Proposal.

9. Dissemination of RFP Information:

A. The District may revise or add to the RFP prior to the deadline for Proposals and, at its own discretion, may extend the deadline for all potential Bidders. Any changes to the RFP will be in the form of written Addendum issued by the District Contact. Response to any Bidder query will be issued as a Bulletin. Such Addendum/Bulletin issued will be uploaded at the District's website and shall be made part of this RFP. It is the Bidder's responsibility to regularly check the District's website for any Addendum/Bulletin issued.

B. Except as stated in this provision, no other person aside from the District Contact or its designee is authorized to amend any part of this RFP, in any respect, either in writing or by oral statement.

10. District Contact:

All communication should be sent via email and directed to the following District Contact:

Felix G. Sarao
Director of Contract Management & Vending Services
3600 Workman Mill Road,
Whittier, CA 90601-1616
Phone: (562) 908-3493
Email: fsarao@riohondo.edu

Any requests for information or questions about this RFP are to be sent only to the District Contact above up by 2:00 pm on December 6, 2019.

NOTE: When communicating with the District Contact, please indicate in the subject line "RFP No. 2075 Query"

11. Restriction on Communications:

A. Except as specified in this Section, Bidders are not permitted to communicate with District staff regarding this solicitation during the period between the RFP issue date and the announcement of awards except during:

- 1) The course of a Bidders' conference, if conducted; and
- 2) Oral presentations and site visits, if conducted.

B. If a Bidder is found to be in violation of this provision, the District reserves the right to reject its proposal.

12. Questions Regarding the RFP:

- A. All inquiries, questions, and requests for clarification of the contents of this RFP should be sent by email to the District Contact.
- B. All inquiries should include:
 - 1) A clear and concise question and reference page number; and
 - 2) References to specific points within this RFP.
- C. Questions are due by the date specified in the RFP schedule in Section 5 of this RFP.
- D. Any person(s) other than the District Contact or its designee shall be deemed unauthorized to respond to questions regarding this RFP and may not be relied upon.

13. Errors and Omissions:

- A. Each Bidder should fully be familiar with the specifications and requirements of this RFP. The failure or omission of any Bidder to receive or examine any form, instrument, addendum, or other document, shall in no way relieve any Bidder from any obligation with respect to his/her Proposal or to the contract. The submission of a Proposal shall be taken as prima facie evidence of compliance with this section.
- B. If Bidder discovers any discrepancy, error, or omission in this RFP or any Attachments, the District should be notified immediately and a written clarification/notification will be issued as a Bulletin. No Bidder will be entitled to additional compensation for any error or discrepancy that appears in the RFP where the District was not notified and a response provided.

14. Proposal Preparation Costs:

All costs incurred in the preparation and submission of proposals and related documentation will be borne by the Bidder.

15. Submission of Proposals:

- A. Bidders should submit their responses to this RFP in a sealed envelope with detailed financial information.
- B. Bidder's response should contain one (1) signed paper copy (bearing original signatures), three (3) extra copies and one (1) electronic copy on a CD or flash drive, addressed to the District Contact above and identified by affixing a label containing the following information:
 - 1) Date of the Bidder's response;
 - 2) RFP Project Name; and
 - 3) Name of Bidder's representative, phone number, and e-mail.
- C. Bidders should forward their responses, in conformity with the requirements of this RFP, by the stated deadline to the District Contact above. Business hours are 8:00 am to 4:00 pm (Monday through Friday). The Bidder is responsible for the timely delivery of their response to the District. Bidders assume all risks for any problem(s) in the submission and/or method of delivery chosen. The District assumes no responsibility for any delay caused by any delivery service selected by the Bidder. A proposal that is not received by the due date and time (via hand delivery, mail, courier) will be subject to rejection, at the sole discretion and in the best

interests of the District.

16. RFP Exceptions:

The District will not consider the submission of the Bidder's standard agreement(s) to be a presentation of exceptions. Every exception request must be stated as such in their proposal in accordance with this Section 16.

- A. Technical Exceptions: The Bidder shall clearly describe any and all deviations in its Proposal from the functional requirements stated in this RFP and also describe any services that could be made by the Bidder to satisfy those requirements.
- B. General Exceptions: The Bidder shall also clearly state its objections, exceptions, or alternatives to the general (non-technical) requirements stated in this RFP. If the Bidder has no general exceptions to present, this fact should be stated in the proposal.
- C. Bidders are cautioned that if the District is unwilling or unable to approve a request for exception to the RFP requirements and the Bidder does not withdraw the request, the proposal will be deemed to be non-responsive and ineligible for contract award.

17. General Terms and Conditions:

Exhibit E (Sample Agreement) contains the general terms and conditions for this RFP. The District reserves the right to modify Exhibit E to the extent that it deems necessary either before or during any negotiations with a selected Bidder. Each Bidder is expected to review the general terms and conditions or their objections to specific parts of Exhibit E as a mechanism to expedite the contract negotiation process.

18. Specifications:

Bidders are expected to meet or exceed the specifications in their entirety. Each proposal shall be in accordance with this specification. If products and/or services as proposed do not comply with specifications as written, Bidder should attach to their proposal a complete detailed itemization and explanation for each and every deviation or variation from these specifications. Absence of any such itemization and explanation should be understood to mean that Bidder proposed to meet all details of these specifications. Successful Bidder(s) delivering products and/or services pursuant to these specifications shall guarantee that they meet specifications as set forth herein. If it is found that materials/equipment and/or services delivered do not meet requirements of this specification, the successful Bidder(s) shall be required to correct same at Bidder's own expense.

19. Acceptance of Bidder's Response to RFP:

The District reserves the right at its sole discretion to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in any proposal; amend, withdraw or cancel this RFP at any time without prior notice; postpone proposal openings for its own convenience; and request or obtain additional information about any and all proposal(s).

20. Withdrawal of Proposal:

Proposals may be withdrawn by written notice received by the District at any time prior to the submittal deadline.

21. Rejection of Proposal:

Reasons for rejection of proposals by the District include the following:

- A. Late proposals will not be accepted;
- B. Proposals may be rejected for failure to conform to the rules or requirements contained in the RFP;
- C. Failure to sign the proposal;
- D. Proof of collusion among Bidders, in which case all proposals involved in the collusive action will be rejected;
- E. Noncompliance with applicable law, unauthorized additions or deletions, conditional proposals, incomplete proposals, or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning; and
- F. Provisions reserving the right to accept or reject an award or to enter into a contract containing terms and conditions that are contrary to those in the solicitation.

22. Proposal Acceptance Period:

All proposals shall remain available for District acceptance for a minimum of one hundred and eighty (180) days following the RFP closing date.

23. District Rights:

- A. The District reserves the right, at its sole discretion, to negotiate any price or provisions, accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in any proposal; amend, withdraw or cancel this RFP at any time without prior notice; postpone proposal openings for its own convenience; and request or obtain additional information about any and all proposal(s), whenever, in the sole opinion of District, such action shall serve its best interests and those of the tax-paying public.
- B. Bidders are encouraged to submit their best prices in their Proposals, and the District intends to negotiate only with the Bidder(s) whose Proposal most closely meets District's requirements. The Contract, if any is awarded, will go to the Bidder whose Proposal best meets District's requirements.
- C. Pursuant to Public Resources Code Section 40059 and determinations made by the Governing Board, the District will award a Contract to a Bidder that best meets the District's needs and requirements set forth in the Request for Proposal, and that the District determines, in its sole discretion, are in the best interests of the District.

24. Disclosure of Records:

- A. All proposals, supporting materials and related documentation will become the property of the District.
- B. All information submitted as part of the proposal must be open to public inspection (except items marked as trade secrets and considered trade secrets under the California Public Records Act) after the award has been made. Should a request be made of District for information that

has been designated as confidential by the Bidder and, on the basis of that designation District denies the request for information, the Bidder may be responsible for all legal costs necessary to defend such action; if the denial is challenged in a court of law.

25. Conflict of Interest:

- A. Bidder shall not hire any officer or employee of the District to perform any service under this RFP or any agreement resulting from this RFP.
- B. Bidder affirms that to the best of his/her knowledge there exists no actual or potential conflict between Bidder's family, business, or financial interest and the service under this RFP or any agreement resulting from this RFP, and in the event of change in either private interests or service under the award, any question regarding possible conflict of interest which may arise as a result of such change will be raised with the District.
- C. Bidder shall not be in a reporting relationship to a District employee who is a near relative, nor shall the near relative be in a decision-making position with respect to the Bidder.

26. Ethics:

- A. Bidder shall exercise extreme care and due diligence to prevent any action or conditions which could result in conflict with the best interest of the District.
- B. Throughout the term of any agreement resulting from this RFP, Bidder shall not:
 - 1) Accept any employment or engage in any work which creates a conflict of interest with the District or in any way compromises the work to be performed under this RFP or any agreement resulting from this RFP.
 - 2) Offer gifts, entertainment, payment, loans, or other gratuities or consideration to District employees, their families, other suppliers, subcontractors, or other third (3rd) parties for the purpose of influencing such persons to act contrary to the District's interest or for personal gain.
- C. Bidder shall immediately notify the District of any and all such violations of this clause upon becoming aware of such violations.

27. Proposal Format:

Bidder's Response to the RFP should be prepared in a concise and economical format, providing a straightforward description of the information requested. If there are any required specifications that may not be applicable to the Bidder's proposed product/services, the Bidder should mark the requirement as "Non-Applicable" and include the section in the Bidder's Response.

28. Proposal Content:

Bidders should include the following as part of their response to the RFP:

- Qualifications and Capability
- Program Management
- Recycling Program
- Financial Proposal

A. Qualifications and Capability

This section of the proposal should provide a general description of the Bidder's background, nature of business activities, verifiable experience and ability to provide the required services.

It should explain the ability of the Bidder to satisfactorily perform the required work as a result of: (i) experience in performing work of a similar nature to that identified in the RFP and (ii) demonstrated experience working with similar organizations to District; (iii) strength and stability of the Bidder; (iv) current staffing capability and availability; (v) financial soundness and (vi) proven record of meeting customer requirements on similar type of work.

The following information should be included:

- 1) Copies of authorization to do business in California. If Bidder is a sole proprietorship, Bidder must furnish a copy of a current business license to do business in California. If Bidder is a corporation, it must furnish the corporate number issued by the Secretary of State with the proposal.
- 2) Bidder's clients--especially community college or other educational institutions -- to which Bidder is currently providing same or similar type, scope, cost and complexity. The list shall, at a minimum, include for each reference:
 - I. The client's name and contact person;
 - II. The client's telephone number and address,
 - III. Description of services provided to the client, and
 - IV. Date of services;
 - V. Recycling projects
- 3) Bidder's ability to provide service on schedule, develop and maintain cooperation with its customers, maintaining safety records that comply or exceed with applicable statutes and regulations and commitment to excellence in customer service.
- 4) Bidder's organizational structure, with number and qualifications of key staff, Project Manager and staff's expertise and dispatching capabilities. Include resumes of Superintendent, Project Manager and other key staff.
- 5) Bidder's fleet and equipment available to service a contract of this size in addition to Bidder's current accounts. Please include the maintenance schedule for its equipment.
- 6) Bidder's financial ability to provide such services to include copies of most recent financial statements or balance sheets that clearly show assets, liabilities, credit lines, debt or, if available the most recent audit.
- 7) Is Bidder involved in any litigation relative to Bidder's transactions with other educational institutions?
- 8) Conditions that may affect Bidder's ability to perform contractually such as:
 - I. Financial issues
 - II. Planned office closures
 - III. Impending merger
 - IV. Disbarment / suspension imposed by any federal, state, or local public agency

B. Program Management

This section of the proposal should provide a general description of the Bidder's proposed overall strategy and methodology to provide the required services.

The following information should be included:

- 1) Procedures will be taken to ensure a smooth and effective transition from District's current Contractor (if Bidder is not the District's current Contractor)?
- 2) Work plan detailing how Bidder will mobilize and commence operations if awarded the contract.
- 3) Work processes ensure compliance with applicable statutes and regulations.
- 4) Management plan for the oversight of all services and the coordination with District to provide service in a timely fashion.
- 5) Customer service plan and dispatch capabilities.

C. Recycling Program

This section of the proposal should provide a general description of the Bidder's proposed recycling program to meet District needs and comply with applicable statutes and regulations.

D. Meeting District Vision, Mission & Values and Priorities.

This section of the proposal should provide a description of how the service that Bidder propose to provide will be aligned with the District's Mission, Goals & Values and Priorities.

<https://www.riohondo.edu/president/about-us/vision-mission-and-value-statement/>

E. Financial Proposal

- 1) For purpose of evaluation, the Bidder's Financial Proposal (see Exhibit B) should show the amount to be paid by the District to Bidder "Base Bid" (if awarded the Contract) in providing the services required in Exhibit A "Statement of Work".
- 2) The Base Bid shall be inclusive of any applicable wage adjustment(s) needed to comply with the County of Los Angeles Minimum Wage Ordinance that took effect July 1, 2016:

A. Large Employers (26 or more employees):

Effective July 1, 2019 - \$14.25 per hour
Effective July 1, 2020 - \$15.00 per hour

B. Small Employers (25 or less employees):

Effective July 1, 2019 - \$13.25 per hour
Effective July 1, 2020 - \$14.25 per hour
Effective July 1, 2021 - \$15.00 per hour

- 3) The Bidder's Financial Proposal is not the contract amount, as District requirement(s) may change prior to commencement of services or within the duration of the contract term or renewal term.
- 4) The District Fiscal Year is from July 1 to June 30. If awarded a contract, initial PO to be issued to Bidder will be the amount to cover services to be rendered for the then-current-month up to June 30 of the then-current-year, i.e., if contract is effective January 1, 2020,

initial PO will be issued for the period of January 1, 2020 through June 30, 2020.

- 5) The Financial Proposal should be inclusive of all necessary costs to provide the proposed services, including, but not limited to: employee costs and benefits; clerical support; overhead; profit; supplies; materials; licensing; insurance; etc. Please note that such cost is inclusive of all elements required to provide these services as specified herein and each fee proposed shall be fully “burdened” with profit and overhead costs.
- 6) Any change(s) to the service requirements which will have an impact to the Annual contract amount will have an Amendment mutually agreed by the Parties.

Note:

The awarded Bidder will be required to make their financial records available to the District’s independent auditors; as part of the District’s annual financial audit.

29. Method of Evaluation:

- A. Proposals will be evaluated by the District based on the response to the information requested above and the following weights are assigned for evaluation purposes:

| Evaluation Criteria | Weight |
|--|--------|
| Qualifications and Capability | 20% |
| Program Management | 20% |
| Recycling Program | 10% |
| Meeting District Vision, Mission & Values and Priorities | 5% |
| Financial Proposal | 45% |
| Total | 100% |

- B. All proposals will be examined for merit and ranked according to quality and responsiveness. The top proposals (up to a maximum of five) may be called for oral presentation. The oral presentation(s) may include, but not limited to, site visit to existing operations, food tasting, interview, discussion, etc. If oral presentation(s) are conducted, Bidder team members giving the presentation shall consist of those who will actually direct, execute, and complete the planning process. The result of oral presentation will be factored into the final scores assigned to the proposals. The firm or firms selected as first choice will be notified and asked to negotiate final terms of the contract with the District Superintendent/President or her representative. The contract will be forwarded to the Board of Trustees for approval and authorization.
- C. The District has the sole authority to select the final contractor(s)/firm(s), and reserves the right to reject any and all submittals or any portion thereof, with or without giving a reason, and to waive any irregularities or informalities in the offers received. The District further reserves, at its sole discretion, the right to negotiate any and all cost factors and/or aspects regarding the scope of work. In the event of any such rejection, or in the event a Bidder’s offer is not rejected but does not result in a contract award, the District shall not be liable for any costs incurred by the Bidder in connection with the preparation and submittal of the proposal.
- D. This RFP does not obligate the District to contract for the services specified herein. The final selection, if any, will be the proposal, which in the opinion of the District best meets the requirements set forth in this RFP and is in the best interest of the District. The District is not obligated to select the lowest priced proposal.

- E. The Bidder selected to perform the duties as outlined in this RFP will be required to sign an Agreement (Refer to Exhibit E). Bidders should not propose their own standard contract, or terms and conditions in response to this RFP. Any Bidder objection, exception or alternative to the Agreement and requirements provided in this RFP should be submitted together with the proposal and is subject for review and acceptance by the District. The District reserves the right to modify the Agreement to the extent that it deems necessary either before or during any negotiations with a selected Bidder.

30. District Practice on Debriefing of RFP Applicants:

The District does not provide debriefing to Bidder(s) who were not selected either for an interview short list or for recommendation to the Board of Trustees for award of contract. This practice helps maintain the confidentiality of the selection process. The District appreciates interested Bidders to honor this practice and looks forward to future opportunities for doing business with Bidders.

31. Incorporated Documents:

- A. Any contract awarded pursuant to this RFP will incorporate the requirements and specifications contained in this RFP, any addenda to this RFP issued by the District, as well as the contents of the Bidder's proposal as accepted by the District.
- B. The following exhibits shall also apply and incorporated by reference:
 - 1) Exhibit A: Scope of Work
 - 2) Exhibit B: Financial Proposal Form
 - 3) Exhibit C: Bidder Information
 - 4) Exhibit D: Transition Meeting
 - 5) Exhibit E: Sample Agreement

Thank you for considering this solicitation.

EXHIBIT A: Statement of Work
RFP No. 2075 Waste Disposal and Recycling Services

1. Scope:

Contractor shall provide waste removal and disposal services with trash bins, recycling bins and roll off bins at Rio Hondo College Main Campus located at 3600 Workman Mill Road, Whittier, CA 90601-1616.

2. Contractor Costs:

- A. Contractor costs shall be inclusive of all costs for equipment, materials, hardware, labor, profit & overhead necessary and required to accomplish the tasks specified herein and as outlined in the Financial Proposal Form (Exhibit B).
- B. All costs shall be fully burdened.

3. Bin (Dumpster) Size, Location, Frequency of Pick Ups and Quantity:

A. 3 Cubic Yard Trash Bins.

| Location | Pick Up Frequency | Quantity |
|--|-------------------|----------|
| Maintenance Operations Center | Daily | 4 |
| Parking Lot D | Daily | 2 |
| Student Services Area | Daily | 4 |
| Technology Center | Daily | 2 |
| Police Academy (Administration of Justice) | Daily | 1 |
| Child Development Center (CDC) | Daily | 1 |
| Total | | 14 |

Note:

- 1) *Daily pick up is from Monday through Friday, no later than 5:00 AM or as directed by District authorized personnel.*
- 2) *Main Campus gates are open at 4:30 AM. If Contractor arrives prior to 4:30 AM, Contractor should contact the 24-hour security for gate access [Phone – (562) 908-3490].*

B. 40 Cubic Yard Recycling Bins (Maintenance and Operations Green Waste Area).

| Type | Pick Up Frequency | Quantity |
|-------------|-------------------|----------|
| Green Waste | As Needed | 1 |
| Cardboard | As Needed | 1 |
| Paper | As Needed | 1 |
| Metal | As Needed | 1 |
| Total | | 4 |

Notes:

- 1) *Recycling bins may require relocation to various areas within the Main Campus throughout the year on "as needed" basis.*
- 2) *Recyclables will be reflected as credits.*

C. 40 Cubic Yard Roll Off Open Top Bins with Dual Doors.

The District requires on "As Needed" basis 40 cubic yard roll off open top bins (up to 10 units) for special projects and construction projects.

4. Bin (Dumpster)/Roll Off Specifications:

- A. Containers shall be available in 3 cubic yard capacities for general waste disposal and may be front, side or rear load styles as determined by the Contractor and District to best suit the conditions for pickup.
- B. All 3 cubic yard bins shall include as a minimum standard, four (4) swivel ball-bearing casters, hinged plastic safety lids, and will be watertight.
- C. Roll off containers for special projects and construction shall be available in forty (40) cubic yard capacity.
- D. Roll off containers should be open top. Upon removal, if any waste materials are contained in the dumpster, the Contractor shall cover or restrain the material to prevent its loss during transit to its place of disposal.
- E. Containers shall be and kept in good repair with no major damage or missing components and completely painted either a single solid color or with the Contractor's standard paint scheme.
- F. No advertisements shall be placed on the containers beyond Contractor's name, address, phone number and logo and any additional information required by Federal, State or local law, statute, ordinance, rule or regulation.
- G. District bears no responsibility for waste lost in transit.

5. Service Requirements:

- A. Contractor shall provide the services called for in such a manner and method as to conform to all provisions of the laws, rules, regulations and ordinances of the County of Los Angeles and the City of Whittier, California.
- B. Contractor shall furnish all bins (dumpster) and roll-offs necessary for performance of the work stated herein.
- C. Contractor shall provide all labor and equipment necessary to collect, recycle and dispose of waste, and or refuse.
- D. Contractor shall install any required bins and begin operation within thirty (30) days after contract execution as specified herein.
- E. Contractor shall provide a same day or maximum twelve (12) hour service response time

for on-call for dump and returns for both 3 cubic yard bins and roll-offs

- F. Contractor shall maintain all bins in clean and repaired condition at all times to comply with all local health laws and regulations.
- G. Contractor shall transport all waste and or refuse collected, in a careful and sanitary manner. No rubbish or garbage shall be permitted to leak, fall or be spilled upon streets, alleys, or onto public or private properties. Any leakage or spillage shall be immediately corrected and the area cleaned by the Contractor.
- H. Broken lids and wheels shall be repaired "as needed" or replaced by the Contractor upon District request.
- I. Contractor must maintain and exchange 3 cubic yard bins with a clean replacement at least once every year.
- J. Contractor shall keep general waste containers (dumpsters) de-odorized and sanitized and shall remove the containers and steam clean them offsite on a quarterly basis. Each container removed shall have another immediately put in its place to prevent any inconvenience or disruption in service.
- K. Bins with excessive dents or requiring paint must be replaced, by the Contractor within three (3) days after notification by the District.
- L. All graffiti on the bins must be painted over by the Contractor within 24-hours of notification by the District.
- M. Containers that become damaged because of fire, accident, vandalism or other events and which become unusable, unsafe or unsightly shall be replaced within 24-hours after notification.
- N. Contractor shall work with the Operations Manager or Director of Facilities in identifying and resolving continual problems with overflowing bins or bin enclosures, and/or other unsanitary conditions.

6. Missed Pick Ups:

- A. Timely service is of the essence.
- B. If the pickup is not completed in accordance with the agreed schedule, missed pickups called into the Contractor will be responded to no later than twelve o'clock (12:00) noon the following day. (Note that this includes Saturday if pickup is missed on Friday.)
- C. Contractor shall arrange to pick-up missed containers at no additional charge to District not later than four (4) hours after notification or 12:00 Noon the next day if notice is received after 1:00 PM.
- D. The District will be credited for missed pickups at the rate of one and one half (1-1/2) times the cost of the daily pickup of each bin not picked up.

7. Recycling Program:

- A. Contractor shall implement an organization-wide recycling program to include, but not limited

to:

- 1) Placement of dedicated recycling containers at designated location(s) (See Article 3.B).
 - 2) The minimum recycling efforts will include green waste, cardboard, paper and metal.
 - 3) Recycling dumpsters shall meet the same general specifications as general waste dumpsters but must be marked as recycle receptacles.
- B. Contractor will provide an in depth analysis of the benefits of recycling measures to include, but not limited to, the potential to generate income for District and any additional items can be determined in consultation between the Contractor and District.
- C. Contractor shall report the minimum percentage to be diverted from the waste stream and 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.
- D. Contractor shall provide quarterly weight reports of waste diversion and recycling report information in order for the District to meet diversion goals set forth in AB75.
- E. Contractor shall process the waste in a manner to separate and recycle all recyclables "As Needed".

8. Contractor's Hauling Equipment:

- A. Contractor shall provide adequate hauling equipment for the collection of solid waste.
- B. Each vehicle used for collection shall have the name and telephone number of the Contractor plainly visible on the outside of the vehicle for the purposes of identification
- C. Contractor's trucks shall be of appropriate size with metal bodies free from holes and cracks to prevent spillage on District grounds and public highways.
- D. All equipment used for collection should be watertight and shall be covered with suitable waterproof tarpaulin, metal covers, or other satisfactory covers.
- E. Contractor vehicles shall be properly registered, licensed and insured and will have necessary permits, to comply with state and local regulations of the County of Los Angeles and the City of Whittier, CA.

9. Licensing and Regulations:

- A. Contractor(s) shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and codes and obtain any licenses or permits required to provide the services under this RFP.
- B. Contractor agrees to comply with all requirements of the Health Department having jurisdiction of the location.
- C. Contractor agrees to comply with all licensing procedures and reporting requirements which may exist at the time of award and in the future.
- D. Contractor agrees to help the District comply with waste management goals as set forth in Assembly Bill 75.

- E. Contractor will be responsible for determining and obtaining any and all fees, licenses and permits required for operating the project described herein. The cost of these fees, licenses and permits are considered a cost of doing business and will not be allowed as a separate price or cost under this proposal. No time extensions shall be granted or financial consideration given to the Contractor for time or monies lost due to violations of any such ordinance, code, law or regulations that may occur.

10. Damage to District Property:

Contractor shall repair or replace without charge any District property that is damaged by Contractor's vehicles, equipment and/or operators.

11. Contractor Disposal Sites:

Contractor shall provide a listing of disposal sites. All disposal sites shall be properly licensed and/or permitted.

12. Performance Evaluation Meetings:

- A. Performance evaluation meetings will be held jointly with District authorized representative on a monthly basis.
- B. The District reserves the right to schedule more frequent and/or longer meetings if Contractor's performance does not meet an acceptable quality level. An acceptable quality level will be determined by, but not limited to the Contractor adhering to:
 - 1) The Statement of Work;
 - 2) Meeting the requirements specified in the Contract, and
 - 3) Overall compliance with the requirements of the contract.

13. Contractor Performance Assessment:

The District will evaluate Contractor's performance annually under the Contract, using Statement of Work, and/or other such procedures as may be necessary to ascertain Contractor's compliance with the Contract.

14. Work on District Property:

Contractor shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work on District Property and, shall indemnify District, and its officers, agents and employees against all loss which may result in any way from any act or omission of the Contractor, its agents, employees or subcontractors.

15. Additional Terms and Conditions:

A. Contract Transition.

The District and Contractor shall participate in a transition meeting (See Exhibit D) at least fifteen (15) business days prior to commencement of Services. If the transition meeting is not held by such time, the commencement of the Services shall be postponed accordingly. Additionally, the District and Contractor agree to participate in Expectations Sessions throughout the term of this Agreement with a minimum of one (1) per contract year.

B. Transition Cooperation.

The Contractor agrees that upon termination of this Agreement for any reason, it shall provide sufficient efforts and cooperation to ensure an orderly and efficient transition of services to the District or another Contractor.

C. Contract Continuation.

Upon expiration of this Agreement, provided the Contractor makes such service generally available to other commercial customers, the District may elect to extend the terms and conditions of this Agreement for not more than six (6) additional consecutive month-to-month terms without liability for conversion fees. The District agrees to pay Contractor rates, charges and fees as prescribed in the Agreement and to give the Contractor 30 days' notice of such election to continue services.

D. Billing and Payment.

- 1) For acceptable performance, Contractor shall be paid for the total number of actual hours worked in the previous month.
- 2) District shall pay the amount of any undisputed invoice within thirty (30) days after receipt of the invoice.
- 3) Contractor shall invoice separately the District for events paid by District Departments.
- 4) The District review hours invoiced by Contractor against sign-in time sheets to verify correct billing prior to authorizing payment. The time sheets (originals plus two copies) should be attached to each invoice when submitting for payment.
- 5) Contractor shall be responsible for verifying each invoice to match employee time sheets and bill accordingly prior to submitting for payment.

E. Disputed Invoices.

- 1) If the performance of a service is unacceptable, the District shall not pay the full amount for that service of the days or weeks being disputed.
- 2) When Contractor performance does not conform to the requirements of the Contract, the District reserves the right to reduce the monthly payment to Contractor proportionate to the reduced value of the service provided.
- 3) District may also dispute any invoice and withhold payment without constituting a default.
- 4) A disputed invoice will be handled in the following manner:
 - a) District will give written notice to Contractor of the basis for the dispute, on any statement, within fifteen (15) days of its receipt.
 - b) Contractor in turn shall provide documentation, within fifteen (15) days, to support the disputed amount on the statement and the parties shall resolve any disputed item to the mutual satisfaction of the parties.
 - c) District shall remit payment to Contractor either with the following months payment or within thirty (30) days after resolution, whichever occurs first.
 - d) If payment has already been made to Contractor prior to resolution of the disputed item and it is determined that Contractor owes a refund to District, it shall be credited to the following month's Districts invoice.

F. Liquidated Damages.

For each day that performance under a resulting contract from this RFP is delayed beyond the time specified for completion, the successful proposer shall be liable for liquidated damages in

the amount of \$100.00 per day. However, the timeframe for performance may be adjusted at District's discretion in writing and received by the successful proposer prior to default under any resulting contract.

G. Inflation Adjustment.

Contractor may request adjustment in fees in accordance with the same percentage as the increase (or decrease) in the Consumer Price Index (CPI) annual change (All Urban Consumers for Los Angeles, Long Beach, Anaheim area [1982-84=100]).

H. Taxes.

Prices shall include all applicable California State Sales taxes.

I. Force Majeure.

Neither District nor Contractor shall be held responsible for delays or default caused by fire, flood, riot, acts of God or war where such cause was beyond, respectively, District or Contractor's reasonable control. Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

J. Parking.

- 1) District will provide access to District Parking Lots.
- 2) Marked service vehicles will be permitted on District property if traffic circulation is not obstructed.
- 3) All Contractor vehicles must abide by the campus traffic regulations and be operated in a safe and responsible manner.
- 4) All parking will be regulated through the District Facilities Services Department.

EXHIBIT B: Financial Proposal Form
RFP No. 2075 Waste Disposal and Recycling Services

TO: **Rio Hondo Community College**

FROM: _____
 Name of Bidder

A. BASE BID:

I. 3 Cubic Yard Bins

| Quantity (a) | Unit Price (b) | Monthly Cost (c) | Total Cost (c X 36 mos.) |
|-----------------|-------------------|---------------------|-----------------------------|
| 14 | | | |

Notes:

- 1) See 3.A of the SOW for breakdown and details.
- 2) Unit Price is the cost of daily pick up for 1 unit of 3 cubic yard bin for 1 month.
- 3) Monthly Cost is computed at a X b.
- 4) Total Cost is computed at c X 36 months.

II. 40 Cubic Yard Recycling Bin

| Type | Quantity (a) | No. of Pickups (b) | Unit Price (c) | Total Cost (a X b X c) |
|-------------|-----------------|-----------------------|-------------------|---------------------------|
| Green Waste | 2 | 36 | | |
| Cardboard | 1 | 36 | | |
| Paper | 1 | 18 | | |
| Metal | 1 | 60 | | |
| Total | 5 | | | |

Notes:

- 1) See 3.B of the SOW for breakdown and details.
- 2) Unit Price is the cost of pick up for 1 unit of 40 cubic yard bin.
- 3) No. of Pickups was estimate for 3-year period.
- 4) Total Cost is computed at a X b X c.

Base Bid (Sum of items A.I and A.II): \$ _____
(Amount in Figures)

Note:

By submitting this Bid, Bidder certifies that Base Bid is inclusive of any applicable wage adjustment(s) needed to comply with the County of Los Angeles Minimum Wage Ordinance

that took effect July 1, 2016.

B. RATES FOR ADDITIONAL SERVICES:

The District may request for services not part of the scope for this RFP. Rates submitted by the Bidder below shall be fixed for the duration of and incorporated as part of the resulting Agreement, if awarded, and shall be used as reference for submission of proposals for required services by the District pursuant to the Agreement.

I. Monthly Rate for 1 X 3 cubic yard bin (daily pick up frequency) - \$ _____

II. Unit Rate for 1 X 40 cubic yard recycling bin - \$ _____

III. Unit Rate for 1 X 40 cubic yard roll off bin - \$ _____

Notes:

- 1) *Prices are firm for initial term of three (3) years.*
- 2) *Inflation Adjustment. After the initial term, Contractor may request adjustment in fees in accordance with the same percentage as the increase (or decrease) in the Consumer Price Index (CPI) annual change (All Urban Consumers for Los Angeles, Long Beach, Anaheim area [1982-84=100].*

This form should be signed in below by an authorized representative of the Bidder's organization and returned with the Bidder's proposal.

Signature:

Name:

Position:

Company Name:

Company
Address:

Phone:

Email:

EXHIBIT C: Bidder Information
RFP No. 2075 Waste Disposal and Recycling Services

Bidder should fill out the following:

Authorized Representative (Name & Position): _____

Company Name: _____

Address: _____

Phone: _____

Email: _____

EXHIBIT D: Transition Meeting
RFP No. 2075 Waste Disposal and Recycling Services

1. Definition:

Transition Meeting is a meeting that is always held prior to starting a new service at the District.

2. Objectives:

- A. To start-up the new service in accordance with the District's expectations.
- B. To provide for a solid foundation upon which to build long lasting and mutually beneficial relationships.
- C. To articulate and gain consensus of Contractor's objectives / expectations from the business relationship.

3. Participants:

A. District:

District liaison(s) and at least one of the following executives: Superintendent/President, VP-Finance, Director- Contract Management & Vending Services, Maintenance Manager.

B. Contractor:

Sales Director or District Manager responsible for the Agreement and (if identified) the General Manager ultimately responsible for Contractor's performance, Senior Vice Presidents and other company executives should attend on "as needed basis".

**EXHIBIT E: Sample Agreement
RFP No. 2075 Waste Disposal and Recycling Services**

**RIO HONDO COMMUNITY COLLEGE DISTRICT
Agreement**

THIS AGREEMENT is made and entered into this XXth day of Month, 2020 (“Effective Date”) at Whittier, County of Los Angeles, State of California, by and between the **Rio Hondo Community College District**, (“District”), and **TBD** (“Contractor”). District and Contractor are hereinafter referred to individually as a Party or jointly as Parties.

Article 1. Purpose of the Agreement: The Agreement sets forth the terms and conditions upon which District retains Contractor to provide Waste Disposal and Recycling Services (“Services”).

Article 2. Term:

- A. The term of the Agreement is three (3) years ("Initial Term") from effective date and with option of two (2) one (1) year term (“Renewal Term”) upon mutual agreement of the Parties, unless terminated by either Party.
- B. In the event this Agreement expires, and Contractor continues to provide Services, this Agreement shall be deemed to continue on a month-to-month basis in accordance with the existing terms and conditions as of the expiration date (including any adjustment to the financial terms until terminated by either party on sixty (60) days' prior written notice.
- C. District and Contractor shall participate in a transition meeting (See Exhibit D for details) at least seven (7) business days prior to commencement of Services. If the transition meeting is not held by such time, the commencement of the Services shall be postponed accordingly. Additionally, District and Contractor agree to participate in Expectations Sessions throughout the term of this Agreement with a minimum of one (1) per contract year.

Article 3. Services to be Performed: Contractor hereby agrees to perform the services set forth in this Agreement and Statement of Work (“Exhibit A”) to the satisfaction of the District.

Article 4. Licenses and Permits: The Contractor, inclusive of its employees and/or agents, shall, at its sole expense, secure and maintain any permits, licenses, or bonds required by this Contract, or any municipal, County, State or Federal law or regulation. Business license shall be prominently displayed at the District Premises.

Article 5. Independent Contractor:

- A. Contractor is an independent Contractor. The Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, Medical Insurance, Student Health Services, State Unemployment Compensation or Worker's Compensation. The Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this Agreement.
- B. Contractor shall not represent itself as 1) Rio Hondo 2) Rio Hondo Community College, or 3) Rio Hondo Community College District to any employee or supplier.

Article 6. Employee Benefits: Contractor shall be responsible for its salaries, payments, insurance and benefits including benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

Article 7. Insurance:

- A. The Contractor shall obtain, in such form and with such carriers acceptable to the District, and keep in force at its sole expense during the term of this Agreement and any extensions the following:
 - 1. Comprehensive or Commercial General Liability, Bodily Injury and Property Damage Liability Insurance (Blanket Contractual Liability and Product Liability included) - Minimum limits of \$1,000,000 per occurrence / \$4,000,000 aggregate for bodily injury and property damage. The insurance shall be primary and non-contributory.
 - 2. Fire Damage with minimum limit of \$1,000,000 per occurrence
 - 3. Worker's Compensation and Employers Liability - As required by applicable state law.
 - 4. Automobile Liability insuring owned and non-owned vehicles (when on District Property)
- B. If the insurance is written on a claims-made form, it will continue for three (3) years following termination of Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement.
- C. The insurance policies shall contain covenants from the issuing company that the policies shall not be canceled without thirty (30) days prior written notice of cancellation.
- D. The District may require provision of a copy of the insurance policy in its entirety. Contractor agrees to provide District with certificates of insurance evidencing all coverages and endorsements upon request.

Article 8. Audit and Inspection of Records: At any time during the normal business hours and as often as District may deem necessary, and upon reasonable notice, Contractor shall make available to District for examination at District's place of business all data, records, investigation reports and all other materials respecting matters covered by this Agreement. Contractor will permit District to audit and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Agreement.

Article 9. Confidentiality and Use of Information: Contractor shall hold in trust for the District, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the District's business affairs, but does not include information which is generally known or easily ascertainable by non-parties through available public documentation.

Article 10. Administration of Agreement: This Agreement shall be administered on behalf of the Parties hereto, and any notice desired or required to be sent to a party hereunder shall be addressed, as follows:

For **DISTRICT**:

Arturo Reyes
Superintendent / President
Rio Hondo Community College
District 3600 Workman Mill Road

Whittier, CA 90601
Phone: (562) 908-3403
Email: areyes@riohondo.edu

For **CONTRACTOR**:

TBD

Article 11. Notice: All notices or demands to be given under this Agreement by either party to the other, shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or, received via email, or if mailed, on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are as set forth above.

Article 12. Termination for Cause: If either Party breaches a material provision hereof ("Cause"), the non-breaching Party shall give the other Party notice of such Cause. If the Cause is remedied within ten (10) days in the case of failure, such as, to make payment when due or sixty (60) days in the case of any other Cause, the notice shall be null and void. If such Cause is not remedied within the specific period, the Party giving notice shall have the right to terminate this Agreement upon expiration of such remedy period. The rights of termination referred to in this Agreement are not intended to be exclusive and are in addition to any other rights or remedies available to either Party at law or in equity.

Article 13. Termination for Convenience: Either Party may terminate the Agreement at any time without penalty upon thirty (30) days' prior written notice.

Article 14. Indemnity: Except as otherwise expressly provided herein, Contractor and District shall defend, indemnify and hold each other harmless from and against all claims, liability, loss and expense, including reasonable collection expenses, attorneys' fees and court costs, which may arise because of the negligence, misconduct, or other fault of the indemnifying party, its agents or employees in performance of its obligations under the Agreement. This provision shall survive termination of the Agreement.

Article 15. Conflict of Interest: Prior to execution of this Agreement, Contractor shall disclose in writing to District any and all compensation, actual or potential, which Contractor may receive in any form from a Party other than the District as a result of performance of this contract by Contractor. If Contractor becomes aware of the potential for such compensation subsequent to the execution of this Agreement, Contractor shall disclose such compensation within three (3) working days of becoming aware of the potential for such compensation. Prior to or concurrent with making any recommendation of any products or service for purchase by the District, Contractor shall disclose any financial interest that Contractor may have in any manufacturer or provider of the recommended products or services. The term "financial interest" includes, but is not limited to, employment (current or prospective) or ownership interest of any kind and degree.

Article 16. Assignment: No portion of this Agreement or any of the work to be performed hereunder may be assigned by Contractor without the express written consent of District and without such consent all services hereunder are to be performed by Contractor, its officers, agents and employees.

Article 17. Compliance with Applicable Laws: Contractor agrees to comply with all federal, state

and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in activities covered by this Agreement or arising out of the performance of such activities.

Article 18. Equal Opportunity and Affirmative Action Employer: Neither Party shall discriminate because of race, color, religion, sex, age, national origin, disability, sexual orientation, genetic information, or status as a Vietnam veteran, or any other basis protected by applicable law, in the recruitment, selection, training, utilization, promotion, termination, or other employment related activities concerning Food Service employees. Each party affirms that it is an equal opportunity employer. The staffing, promotion, placement or assignment of managers who work on this account must be done without any preference or limitation based on race, color, religion, sex, age, national origin, disability, sexual orientation, genetic information, Vietnam Veteran status, or any other basis protected by applicable law. This obligation applies to the recruitment, selection, training, utilization, promotion, termination or other employment-related activities concerning Contractor's employees.

In addition, Contractor affirms that it is an equal opportunity and affirmative action employer, is legally responsible for all of its employment decisions affecting its own employees, which include thousands of extremely talented and diverse managers, and shall comply with all applicable federal, state and local laws and regulations, including, but not limited to, Executive Order 11246; Rehabilitation Act of 1973; Vietnam Era Veterans Readjustment Assistance Act of 1974; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination in Employment Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans With Disabilities Act; and any additions or amendments thereto.

Article 19. Permit(s) / License(s) : Contractor and all of 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.

Article 20. Non-Waiver : The failure of District or Consultant to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

Article 21. Severability: If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, invalid, or void, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

Article 22. Governing Law/Venue: The terms and conditions of this Agreement shall be governed by the laws of the State of California. Any action or proceeding brought by any party against any other party arising out of or related to this Agreement shall be brought exclusively in Los Angeles County.

Article 23. Attorney's Fees: If either party commences any legal action or proceeding to enforce, interpret or construe this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and court costs, as determined by the court. "Legal action or proceeding" includes a declaratory relief action and any bankruptcy or insolvency proceedings.

Article 24. Amendments to Agreement: All provisions of the Agreement shall remain in effect throughout the term thereof unless the Parties agree, in a written document signed by both parties, to amend, add or delete any provision.

Article 25. Regulations and Access: District will make reasonable procedures for use and

occupancy of the Premises and shall give Contractor written notice thereof. Contractor's authorized representatives shall have access to the Premises at all times. District grants Contractor approval to use in performance of its Services on the Premises all promotional, informational or marketing activities or materials, including the names, trademarks, logos and symbols of Contractor.

Article 26. Entire Agreement: This Agreement, incorporated documents by reference, and any Exhibits attached hereto is the entire Agreement between the parties and supersedes all prior proposals, understandings, negotiations, representations, commitments, writings and other communications agreements, oral or written, between the parties.

Article 27. Incorporated Documents:

- A. RFP No. 2075 - Waste Disposal and Recycling Services.
- B. XX Proposal dated Month, Day, Year

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date hereinabove first written.

CONTRACTOR

DISTRICT

| | | | |
|----------|-------|--------------------------|-------|
| _____ | _____ | _____ | _____ |
| Name | Date | Arturo Reyes | Date |
| Position | | Superintendent/President | |
| Company | | Rio Hondo College | |

Board Date: Month Day 2020

EXHIBIT "A"
Statement of Work

TBD