

LOS ANGELES COMMUNITY COLLEGE DISTRICT
 CITY • EAST • HARBOR • MISSION • PIERCE • SOUTHWEST •
 TRADE-TECHNICAL • VALLEY • WEST
 ADMINISTRATIVE OFFICES: 770 WILSHIRE BOULEVARD, LOS ANGELES,
 CALIFORNIA 90017-3856 • 213.891.2000
 Dr. Francisco Rodriguez, Chancellor



**REQUEST FOR PROPOSALS (RFP) NO. 20-03:
 SOLID WASTE AND RECYCLING SERVICES**

RFP Schedule

RFP Posted	Friday, May 29, 2020
Job Walks (optional) starting at 9AM	Tuesday, June 16, 2020 Wednesday, June 17, 2020 Thursday, June 18, 2020
Questions regarding this RFP by 12:00 pm	Monday, June 22, 2020
Questions and answers posted to web	Friday, June 26, 2020
Bidder Response - Proposal Due by 2:00 pm	Monday, July 6, 2020
Interviews (if needed)	Monday, July 27, 2020 and Tuesday, July 28, 2020
Board Date for Approval	Wednesday, August 5, 2020

CONTRACTS AND PROCUREMENT UNIT
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I. PURPOSE

The Los Angeles Community College District (District or LACCD) is soliciting proposals from qualified waste collection and recycling SERVICE PROVIDERS (SERVICE PROVIDERS or Proposers) to provide Waste and Recyclables Collection, Hauling, Processing, and Disposal Services for District facilities located in Los Angeles County in accordance with the requirements defined throughout this Request for Proposals (RFP). The District welcomes proposals from licensed, qualified SERVICE PROVIDERS to perform solid waste, organics, and recycling services according to the scope, terms, and conditions set forth in this RFP. The intent of this RFP is to provide LACCD with a high quality, streamlined and consolidated approach to waste management services.

The entirety of this RFP document sets forth the District's requirements in detail. All responses should be submitted in accordance with the terms and conditions contained in the foregoing document.

Definitions

Bin –Collection containers for trash, organics, or recyclables.



Commingled Recyclables - Recyclable Materials that are sorted and removed from trash or garbage by the generator and designated for recycling either by placement with other Recyclable Materials mixed in a single, common container for collection, or placement in a single, common compartment on the collection vehicle.

Compactor - Equipment that reduces the volume of Solid Waste by crushing, compression or compaction.



Cubic Yard (CY) – The ratio of weight to unit volume of solid waste, recyclables, or other materials (lbs. /y³)

Green waste - Solid Waste comprised of grass clippings, shrub and tree cuttings and other organic wastes resulting from lawn care and gardening.

Mixed Paper - The commingling of various paper grades, such as old mail, paperboard packaging, magazines, copy and computer paper, egg cartons, etc. for recycling.

Municipal Solid Waste (MSW) - More commonly known as trash or garbage—consists of everyday items such as product packaging, grass clippings, furniture, clothing, bottles, food scraps, newspapers, appliances, paint, and batteries.

Organic Wastes: Solid Wastes containing carbon compounds that are capable of being biologically degraded, including paper, Food Residuals, wood wastes, Yard Debris and plant wastes but not metals and glass or plastic. (Plastic contains carbon compounds and is theoretically organic in nature, but generally is not readily biodegradable.)

Roll-off - Open-topped rectangular containers for storage, collection and transport of Solid Waste that are rolled on and off flatbed collection vehicles via winches or reeving cylinders (hooks), originally servicing Commercial, Institutional and Industrial Solid Waste but increasingly servicing Drop-Off Centers for Residential Solid Waste or Recyclables or sites that generate C&D Debris.



Scout Service - A small truck that can retrieve trash bins from hard-to-reach places, such as a narrow street or small enclosures, and pull it out for the regular waste trucks to service it.

Source Separated Recyclables - Materials designated to be collected separately from waste and organics for diversion from a landfill and conveyed to a processing facility to be processed into a raw material for use in the manufacturing of a new product.

II. ABOUT THE DISTRICT

The District was organized in 1969, is governed by an elected Board of Trustees, and is part of the statewide California community college system. Members of the Board of Trustees are elected at large to each serve four-year terms.

LACCD serves a population of several million residents in southern California within an area of 884 square miles of metropolitan Los Angeles and unincorporated areas of the County of Los Angeles. The District extends from the San Fernando Valley in the north to the Port of Los Angeles area in the south, and from the west side of Los Angeles to the San Gabriel Valley on the east.

In keeping with its mission, the District provides comprehensive lower-division general education, occupational education, transfer education, credit and non-credit instructional programs geared to meet the needs of the communities its colleges serve and which meet the changing needs of students for academic and occupational preparation, citizenship, and lifelong learning. The Western Association of Schools and Colleges accredits the nine colleges.

The physical footprint of colleges ranges in size from 22 acres (Los Angeles Trade Technical College) to over 450 acres (Los Angeles Pierce College). Facilities include newly constructed classroom and instructional laboratory buildings, learning resource centers (libraries with specialized learning/tutoring centers), parking structures, and recreation and athletic facilities, as well as the modernization and renovation of certain other existing facilities.

The Districts colleges are as follows: Los Angeles City College; East Los Angeles College; Los Angeles Harbor College; Los Angeles Mission College; Los Angeles Pierce College; Los Angeles Southwest College; Los Angeles Trade Technical College; Los Angeles Valley College; and West Los Angeles College. There are several satellite facilities - Corporate Center; South Gate Education Center; and the Van de Kamp Innovation Center. These nine colleges and three satellite facilities will be serviced under the subject contract. The names and addresses of these facilities are indicated in **Table 1**, and a map showing the locations of the facilities is included as **Figure 1**.

TABLE 1 DISTRICT FACILITIES

Name	Address
Los Angeles City College	855 N Vermont Avenue, Los Angeles, CA 90029
East Los Angeles College	1301 Avenida Cesar Chavez, Monterey Park, CA 91754
Los Angeles Harbor College	1111 Figueroa Place, Wilmington, CA 90744
Los Angeles Mission College	13356 Eldridge Avenue, Sylmar, CA 91342
Los Angeles Pierce College	6201 Winnetka Avenue, Woodland Hills, CA 91371
Los Angeles Southwest College	1600 W Imperial Highway, Los Angeles, CA 90047
Los Angeles Trade Technical College	400 W Washington Boulevard, Los Angeles, CA 90015
Los Angeles Valley College	5800 Fulton Avenue, Van Nuys, CA 91401
West Los Angeles College	9000 Overland Avenue, Culver City, CA 90230
Corporate Center	1055 Corporate Center Drive, Monterey Park, CA 91754
South Gate Education Center	2340 Firestone Boulevard, South Gate, CA 90280
Van de Kamp Innovation Center	2930 Fletcher Drive, Los Angeles, CA 90065

FIGURE 1. LACCD FACILITIES



LOS ANGELES COMMUNITY COLLEGE DISTRICT

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III. EXISTING SOLID WASTE AND RECYCLING SERVICES

The District has an existing contract for solid waste services that expires on June 30, 2020. It provides mixed waste collection and processing of Municipal Solid Waste (MSW) from all college and satellite locations. Some of the facilities also have collection of source separated commingled recyclables, and green waste. In addition, a separate company provides mixed paper recycling at some of the locations. The approximate existing service levels at each location are included in **Table 2**.

TABLE 2. EXISTING SERVICE LEVELS BY FACILITY

Facility	Material	Quantity	Size (CY ¹)	Service Frequency	Collection Type	CY per Week	Tons per Year
Los Angeles City College	MSW	1	40	As-needed	Compactor	NA ²	251
	MSW	8	3	1/week	Roll-off	24	NA
	Recycle	7	3	1/week	Roll-off	21	NA
East Los Angeles College	MSW	1	40	1/week	Compactor	40	326
	Recycle	1	40	1/year	Roll-off	3	6
	Green	2	40	As-needed	Roll-off	NA	84
	Green	1	10	As-needed	Roll-off	NA	
	C&D ³	2	40	As-needed	Roll-off	NA	3
Los Angeles Harbor College	MSW	1	40	1/week	Compactor	40	320
	MSW	1	40	As-needed	Roll-off	NA	NA
	Recycle	1	40	As-needed	Roll-off	NA	3
	Green	1	40	As-needed	Roll-off	NA	7
	Green	2	10	As-needed	Roll-off	NA	NA
	C&D	2	40	As-needed	Roll-off	NA	NA
Los Angeles Mission College	MSW	1	35	1/week	Compactor	35	145
	Green	1	30	As-needed	Roll-off	NA	7
Los Angeles Pierce College	MSW	1	40	2/week	Compactor	80	220
	Green	3	40	As-needed	Roll-off	NA	11
Los Angeles Southwest College	MSW	1	40	As-needed	Compactor	NA	112
	Green	1	20	As-needed	Roll-off	NA	
	Green	2	40	As-needed	Roll-off	NA	32
	Green	1	30	As-needed	Roll-off	NA	
Los Angeles Trade Technical College	MSW	1	40	1/week	Compactor	40	123
	MSW	3	40	As-needed	Roll-off	NA	71
	Wood	1	20	As-needed	Roll-off	NA	28
Los Angeles Valley College	MSW	1	30	As-needed	Compactor	NA	212
	Green	2	40	As-needed	Roll-off	NA	
	Green	2	10	As-needed	Roll-off	NA	101
West Los Angeles College	MSW	1	40	1/week	Compactor	40	160
	Recycle	1	40	As-needed	Roll-off	NA	61
	Green	2	40	As-needed	Roll-off	NA	NA
Corporate Center Drive Campus	MSW	2	3	4/week	Roll-off	24	NA
South Gate Education Center	MSW	3	3	3/week	Roll-off	27	NA
Van de Kamp Innovation Center	MSW	2	3	6/week	Roll-off	36	NA
	Recycle	1	6	1/week	Roll-off	6	NA
¹ Cubic Yard							
² Not Available							
³ Construction & Demolition							

The types of waste and recyclables as well as the quantities collected from all District facilities during the one-year period from Fall semester 2018 to the end of Summer semester 2019 are shown in **Table 3**. As indicated, a total of 2,185 tons were disposed, and 102 tons were recycled.

TABLE 3. TYPES AND QUANTITIES OF WASTE AND RECYCLABLES COLLECTED (FALL 2018-SUMMER 2019)

MATERIAL	DISPOSED (tons)	RECYCLED (tons)
Municipal Solid Waste (MSW)	1,941 ¹	0
Green Waste	244	0
Mixed Paper	0	71 ²
Wood	0	28
Construction and Demolition Debris (C&D)	0	3
TOTAL	2,185	102

1. Includes compactor and roll off tons
2. Does not include 3rd party recyclers or haulers

IV. SERVICE SPECIFICATIONS AND REQUIREMENTS

A. OVERVIEW

The District is seeking **one** SERVICE PROVIDER to service all its needs for a solid waste management program that includes collection, hauling, processing, recycling, and disposal of solid waste, recyclables, and organic materials District-wide. The SERVICE PROVIDER will not be required to collect highly flammable or explosive materials, toxic industrial waste, and Hazardous Wastes as defined by Federal and State law.

The District presently has limited service offerings for the recycling of materials and processing of organic waste. The District wishes to evaluate services that will expand options for recycling and organics, improve compliance with all applicable legislation, and optimize the management of all materials generated at its facilities. The description of the required services outlined in Section IV.B. provides information and direction for Proposers to optimize services and incorporate best practices at each District facility.

B. REQUIRED SERVICES

1. Waste Collection

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

2. Containers

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

3. Pick-Up Times and Restrictions

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

4. Scout Service

The SERVICE PROVIDER may charge additional fees for “scout” or “swamper” services required to position containers for proper collection. If positioning a container is required, the containers shall not be left in a location that will obstruct traffic, access through the public right-of-way or accessibility ramps and routes.

5. Compliance with Applicable Laws and Regulations

The SERVICE PROVIDER will be responsible to provide all facilities with services compliant with existing laws and regulations as they relate to solid waste, recycling and organic waste collection, disposal, and diversion. In addition, the SERVICE PROVIDER will be responsible to provide all reports and data to the District necessary for submittal to CalRecycle in relation to solid waste collection, disposal, and diversion programs and requirements. Laws and regulations that are applicable to the District facilities include the following:

Assembly Bill (AB) 4, the State Agency Buy Recycled Campaign (SABRC) requires that every state agency:

- Attain recycled-content product (RCP) procurement mandates
- Purchase products that contain at least the minimum of postconsumer recycled content.
- Require all businesses/suppliers to certify the postconsumer (PC) recycled content of their products (even if it is zero) that fall within 11 reportable categories.
- Submit an annual report on dollars spent on products purchased in 11 reportable product categories on October 31.

Each state agency shall require the businesses with whom it contracts to use, to the maximum extent economically feasible in the performance of the contract work, recycled products. Each state agency’s annual report should include its purchases, as well as those purchases by the businesses with whom it contracts.

AB 75 requires that state agencies divert at least 50 percent of waste through source reduction, recycling and composting activities. State agencies must submit annual reports to meet compliance goals using a per capita disposal rate and detailing diversion program implementation activities.

AB 341 changed the state agency waste management annual report due date to May 1 of each year. This bill also set a state target that no less than 75 percent of solid waste generated be source reduced, recycled or composted by 2020. State agency reporting requirements are as follows:

- Each state agency shall report on the facilities, satellite offices and field offices. Additionally, each state agency shall report the number of employees and non-employees using the agency facilities.
- Determine the total amount of disposal and verify compliance with mandated disposal reduction goals by calculating the target per capita disposal rate and the agency's actual per capita disposal rate.
- CalRecycle reviews and analyzes each agency/facility's success in meeting the diversion mandate. This includes reviewing an agency/facility's diversion activities. This section includes the waste management hierarchy of programs to reduce, reuse, recycle, and compost; as well as to buy recycled content products.
- Submit annual report every May 1st, based on the previous calendar year (January 1 to December 31).

AB 1826 requires each state agency generating 4 or more cubic yards of solid waste per week to implement an organic waste recycling program to divert organic waste from the facility. The bill requires each state agency to report to CalRecycle on its progress in implementing the organic waste recycling program through the annual state agency waste management report (due annually on May 1), and the department to review whether a state agency is in compliance with this act.

State agencies may comply with the requirements by taking any combination of the following actions:

- Source-separate organic waste from other waste and subscribe to an organic waste recycling service.
- Recycle organic waste onsite or by self-hauling organics for recycling.
- Subscribe to an organic waste recycling service that includes mixed waste processing for recycling organic waste.
- Sell or donate the generated organic waste.
- Recycle material onsite, such as composting, anaerobic digestion or vermicomposting.

AB 2812 requires each state agency to provide adequate receptacles, signage, education, and staffing, and arrange for recycling services consistent with existing recycling requirements for each office building of the state agency or large state facility. The bill requires, at least once per year, each covered state agency and large state facility to review the adequacy and condition of receptacles for recyclable material and of associated signage, education, and staffing. Additionally, the bill requires each state agency to include in its existing annual report to CalRecycle a summary of the state agency's compliance with the act.

SB 1383, the Short-Lived Climate Pollutants Act, establishes targets of a 50 percent reduction in the level of statewide disposal of organic waste from the 2014 level by 2020 and a 75 percent reduction by 2025. Community colleges must subscribe to an organic waste collection service that either "source-separates" the waste (e.g. separate bins), or transports all unsegregated waste to a facility that recovers 75 percent of the organic content collected from the system. This means for all organic waste, including green waste, wood waste, food waste, manure, fibers, etc. In addition, the bill also establishes an additional target that not less than 20 percent of currently disposed edible food is recovered for human consumption by 2025. Community colleges are considered a Tier 2 generator and therefore required to donate the maximum amount of edible food possible to a recovery organization or service.

6. Recycling Service

The SERVICE PROVIDER is required to implement recycling programs that will ensure DISTRICT Facilities are in compliance with Assembly Bill (AB) 341. Typical recyclables generated at District facilities include all types of paper, aluminum, glass, and plastic containers, plastic packaging, and other recyclable materials. The recycling can be accomplished through source separation or mixed waste processing. The SERVICE PROVIDER must provide all locations, with addresses, of all recycling facilities that are used for District materials, and is responsible for maintaining and updating this information for the District on a quarterly basis. The SERVICE PROVIDER will be required to submit monthly recycling reports and copies of load weight tickets and tonnage for the recyclables collected and recycled. The District reserves the right to verify rates and tonnages before payment of invoices. The SERVICE PROVIDER shall immediately upon knowledge notify the appropriate District Representative of any recyclable commodity that can no longer be diverted from the landfill for whatever reason.

7. Organics Recycling Service

The SERVICE PROVIDER is required to implement organics recycling programs that will ensure District facilities comply with Assembly Bill (AB) 1826 and Senate Bill SB 1383. The SERVICE PROVIDER shall provide all facilities with compliant programs such as organic waste collection, coordination with food rescue organizations to promote edible food recovery, education and outreach, and reporting. Typical organic materials generated at District facilities include green waste, contaminated paper, and some food waste. Organics recycling can be accomplished through composting, anaerobic digestion, or other organics processing. The SERVICE PROVIDER must provide all locations, with addresses, of all organics processing facilities that are used for District materials, and is responsible for maintaining and updating this information for the District on a quarterly basis. The SERVICE PROVIDER will be required to submit monthly organics recycling reports and copies of load weight tickets and tonnage for the recyclables collected and recycled. The District reserves the right to verify rates and tonnages before payment of invoices. The SERVICE PROVIDER shall immediately upon knowledge notify the appropriate District Representative of any organic material that can no longer be diverted from the landfill for whatever reason.

8. Recycling and Organics Bins

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

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

9. Cleaning

During each pick-up, the SERVICE PROVIDER shall identify and remove any overflow refuse from the immediate container areas and rake clean at no cost to the District. Should the District incur costs associated with the cleanup of overflow refuse in a container area, the District reserves the right to recover those costs from the SERVICE PROVIDER. If food waste bins are not emptied when scheduled, the SERVICE PROVIDER shall be responsible for all associated pest control costs.

10. District Facilities

The successful SERVICE PROVIDER must provide Waste and Recyclables Collection, Hauling, Processing, and Disposal Services to the District facilities listed in Section II, Table 1, and described in detail below.

- a) **Los Angeles City College** is located on Vermont Avenue in East Hollywood. There are approximately 20,600 students enrolled in the college. The college currently manages its waste with one 40-cubic yard MSW compactor which is serviced on-call, along with weekly service of eight, 3-cubic yard bins for MSW and seven, 3-cubic yard bins for recycling. The fifteen, 3-cubic yard bins are collected using scout service.¹ SERVICE PROVIDERS will be required to provide scout service collection, implement an AB 341 compliant recycling program, and implement an AB 1826/SB 1383 compliant organic waste diversion program.
- b) **East Los Angeles College** is located on Avenida Cesar Chavez in the City of Monterey Park. With the largest student enrollment in the District of approximately 36,970 students, the main campus has one, 40-cubic yard MSW compactor serviced once per week. There is also one 40-cubic yard recycling roll-off that is serviced on-call. For 2018-19, the recycling roll-off was serviced twice. The SERVICE PROVIDER will be responsible for implementing an AB 341 compliant recycling program.

All green waste generated on the campus is disposed in roll-off containers which are serviced as-needed. The on-site cafeteria does not currently collect food waste. SERVICE PROVIDERS must be able to provide services for organics, including green waste and food waste, in compliance with AB 1826 and SB 1383.

The College operates two satellite locations: Corporate Center (administrative functions only) located on Corporate Center Drive in Monterey Park, and the South Gate Education Center located on Firestone Boulevard in South Gate. Both satellite locations only have service for MSW. Corporate Center currently has two, 3-cubic yard bins serviced four times per week. South Gate Education Center has three, 3-cubic yard bins serviced three times per week. Corporate Center will require a minimal amount of green waste collection. The South Gate Education Center has a cafeteria on-site and the SERVICE PROVIDER will be responsible for providing an SB 1383 compliant program for food waste. Neither location

¹ Refer to Section 11.c. below for a description of scout service

has a recycling program. SERVICE PROVIDERS will be responsible for providing an AB 341 compliant recycling program at Corporate Center and South Gate Education Center.

East Los Angeles College hosts a significant number of community/third-party events annually. These events will require on-call service for all three material streams in excess of baseline operational expectations.

East Los Angeles College's Automotive Technology and Engineering Programs each produce scrap metal. The Theater Program often produces large, heterogeneous waste during production of scenery and props. As a result, these Programs require Construction and Demolition (C&D) service, which the school currently has in the form of two, 40-yard containers serviced as-needed.

- c) **Los Angeles Harbor College** is located in the South Bay Region of Los Angeles and has a student enrollment of approximately 10,115. The facility has two, 40-cubic yard compactors; one is serviced weekly, and the other is serviced as-needed. A 40-cubic yard roll-off is used for recycling, which is serviced as-needed. SERVICE PROVIDERS must be able to provide collection through scout service and accommodate improvements to the recycling program for AB 341 compliance.

The College also has a large quantity of organic materials generated from landscaping and its culinary arts program. All landscaping debris is presently disposed in the compactors with the MSW. Food waste from the culinary program and cafeteria is processed using an on-site dehydrator. The SERVICE PROVIDER will be required to provide organics service for the landscaping debris in compliance with AB 1826/SB 1383. Food waste will continue to be processed in the on-site dehydrator.

The campus maintains two, 40-cubic yard C&D roll-off containers, which are serviced on an as-needed basis. The campus did not utilize these containers during this past year, but will require some level of C&D service on an ongoing basis.

Los Angeles Harbor College regularly hosts events outside of its normal academic programming, including a weekly swap meet as well as food distribution by a local food bank once per week. SERVICE PROVIDERS will be responsible for providing on-call services to handle waste generated by these activities.

- d) **Los Angeles Mission College** is located in the Sylmar neighborhood of Los Angeles, and has a student enrollment of approximately 10,300. The College is divided into a main campus and an east campus, which are

separated by public recreation uses including parkland and a golf course. Due to the proximity of the campuses, MSW from both campuses are serviced using one, 35-cubic yard compactor located on the main campus.

The recycling program on-site is limited to cardboard. Other recyclables are also generated on site, but they are not being diverted from the general waste stream. The SERVICE PROVIDER will be responsible for providing an AB 341 compliant recycling program.

The facility has a 30-cubic yard roll-off for green waste, which is serviced on-call. While this is mainly used for landscaping waste, additional organic material is generated from the culinary program. Small amounts of food scraps are composted on site, but there are still additional diversion opportunities. The SERVICE PROVIDER will be responsible for providing services for organic waste, including landscaping and food waste, in compliance with AB 1826/SB 1383.

- e) **Los Angeles Pierce College** is located in the San Fernando Valley. The college currently has an approximate student enrollment of 20,000. The campus has expansive land that includes agricultural and animal uses as well as athletic fields. Most of the college's waste is emptied into a 40-cubic yard MSW compactor, which is serviced twice per week. There is no recycling program at this college. The SERVICE PROVIDER will be responsible for providing an AB 341 compliant recycling program.

The College's expansive campus produces a large amount of green waste. Most of the green waste is managed on-site in chip and grind operations, but there is still a large amount of landscape debris that must be diverted. The College also has a cafeteria that produces food scraps. There is no food scrap collection program currently. Contractors must maintain flexibility in their service of this campus, as recycling operations may change going forward. The SERVICE PROVIDER will be responsible for providing services for organic waste, including landscaping and food waste, in compliance with AB 1826/SB 1383.

- f) **Los Angeles Southwest College** is located in the South Los Angeles region of unincorporated Los Angeles County. The campus has approximately 8,200 students enrolled. The campus utilizes one 40-cubic yard compactor for MSW and several roll-off containers for green waste. All of the bins are serviced as-needed. SERVICE PROVIDERS must be able to provide collection through scout service and implement an AB 341 compliant recycling program. In the planning and design stages is a new Student Union, which will include approximately 10,000 square feet of food uses (similar in size to the existing food uses at East Los Angeles College). Currently there is no cafeteria on campus, but there are plans for the

construction of a cafeteria in the next few years. The SERVICE PROVIDER will be responsible for providing services for organic waste, including landscaping and food waste, in compliance with AB 1826/SB 1383.

- g) **Los Angeles Trade Technical College** is located on Grand Avenue in the historic core of Downtown Los Angeles and has approximately 18,000 enrolled students. Due to the broad variety of programs ranging from culinary to construction, this campus produces a unique waste stream. Currently, MSW is disposed in a 40-cubic yard compactor that is serviced once per week. There are also additional roll-off containers that are used for bulky items, organic waste, and wood waste. All roll-off containers are serviced as-needed.

Organic materials are generated from campus landscaping, culinary arts, and the cafeteria. Some of the cafeteria scraps are managed using a dehydrator, but the amount of materials generated is too large for the processing capacity of the machine. Further, the green waste can also be processed on-site using a chipper, but due to staffing limitations, the campus is not able to manage the amount of green waste generated. The SERVICE PROVIDER will be responsible for providing an AB 341 compliant program, and services for organic waste, including landscaping and food waste, in compliance with AB 1826/SB 1383.

- h) **Los Angeles Valley College** is located in the Valley Village neighborhood of Los Angeles and has a student enrollment of approximately 18,600. The campus has been annually recognized since 2010 by the Arbor Day Foundation as a Tree Campus USA®. The care of its large and diverse amount of trees and landscaping results in an equally large amount of green waste. On-site cafeteria and food uses generate food scraps that are currently not being diverted from the landfill. All materials are managed with one 40-cubic yard MSW compactor along with roll-offs for green waste. All roll-offs and compactors are serviced as-needed. SERVICE PROVIDERS must be able to provide collection through scout service, accommodate improvements to the recycling program, and implement an organic waste program for green waste and food waste in compliance with AB 1826/SB 1383.

- i) **West Los Angeles College** is located near Culver City in the western Baldwin Hills. There are approximately 10,500 students enrolled at the college. All waste is managed with one 40-cubic yard MSW compactor serviced once per week, one 40-cubic yard recycle roll-off serviced as-needed, and two 40-cubic yard green roll-offs serviced as-needed.

These three bins provide sufficient service for the campus to manage waste generated from general activities, landscaping, and special events.

One waste stream not currently managed is the cafeteria waste. SERVICE PROVIDERS must be able to provide collection through scout service, an AB 341 compliant program, and will be responsible for providing services for organic waste, including landscaping and food waste, in compliance with AB 1826/SB 1383.

- j) **Van De Kamp Innovation Center** is a small educational facility in the Glassell Park neighborhood of Los Angeles. The site hosts a charter school, office spaces, and a location for trainings for the District. The facility is significantly smaller than the other campuses, and waste is managed with two, 3-cubic yard MSW containers serviced six times per week, and one, 6-cubic yard recycling bin serviced once per week. The campus produces some green waste, but most of the landscaping consists of drought tolerant plants. A minimal amount of green waste collection is needed at this location. The SERVICE PROVIDER will be responsible for providing services in compliance with AB 341 and 1826 and SB 1383.

11. **Special Conditions and Services**

a) **Emergency Service**

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

b) **Additional Services**

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

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

SERVICE PROVIDER shall work with the colleges in identifying and resolving continual problems with inadequate capacity or overflowing condition of bins or bin enclosures, and/or other unsanitary conditions caused by the college. District is responsible for the maintenance of the bin enclosures. SERVICE PROVIDER is responsible to inform the District of any maintenance issues

associated with the bin enclosures, such as fencing, gates, graffiti, vandalism, etc.

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

c) Scout Service

A number of LACCD facilities presently operate a gondola system to haul materials on site. The gondolas are plastic 3-cubic yard containers on metal frames with wheels. The custodial staff attaches the gondolas to a golf cart or other vehicle for transport to on site compactors or roll-off containers. The District wishes to eliminate the gondola system and instead contract with the SERVICE PROVIDER to provide an optional Scout Service that can be selected by any District location if so desired. Scout Service entails moving bins to on site compactors or roll-off containers where they can be emptied and then returning them to their locations. This is an optional task for which the SERVICE PROVIDERS will be asked to provide a proposed fee.

d) Waste Characterization Study

Ongoing review of the types and quantities of materials generated and diverted at the District's facilities is necessary to identify opportunities to increase diversion, reduce waste generation, and evaluate the efficacy of the solid waste programs. A waste characterization study shall be performed at the same time each year, preferably during the fall or spring semesters. The study shall identify by each facility the types and quantities of materials disposed and recycled. The study, at the minimum, shall include study duration, location, CalRecycle waste sort protocols, or other protocol to be approved by the District. The study shall be conducted using visual and/or physical inspection and shall identify material types, weights, percentage of each and respective diversion rates. Upon review of the study findings, the SERVICE PROVIDER shall make recommendations to increase recycling rates, which items should be targeted for reduction upstream, and to reduce contamination rates. Protocol for conducting the study can be found on the CalRecycle website, at:

<https://www2.calrecycle.ca.gov/WasteCharacterization/General/SortingProcedures>.

e) Public Outreach and Education

An effective outreach and education program is necessary to facilitate the implementation and ongoing participation in recycling and organics diversion programs throughout the District. The SERVICE PROVIDER will be required to work with the District to create waste diversion and recycling outreach/educational materials and programs for the District's facilities that will be in support of and in accordance with District Board Rules 71100-71103 (Exhibit H). Within three months of award of the contract, the SERVICE PROVIDER shall prepare and provide to the Vice President of Administrative Services and/or Facility Director (Facility representative) at each District location a comprehensive recycling and organics diversion outreach and education plan for review and approval. The outreach and education materials and programs shall focus on the hierarchy of reducing, reusing, repurposing, recycling, and composting, and shall provide information on what and where to recycle various materials, and the environmental benefits of the program. The SERVICE PROVIDER shall utilize a variety of outreach methods, including electronic and print media. Printed materials shall be provided in sufficient quantities for the Facility Representative's use and distribution.

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

f) Recycling Representative

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

g) Meetings

SERVICE PROVIDER will conduct a minimum of two meetings with Facility Representatives describing program changes, dates of program implementation,

and other necessary information. The meetings shall be conducted at a facility to be determined by the Facility Representative.

h) Events

At the direction of the Facility Representative, the SERVICE PROVIDER shall participate in and promote Recycling and other diversion techniques at District events and local activities. Such participation would normally include providing, without cost to District, educational information promoting the goals of the District's recycling programs.

i) Facility Tours

SERVICE PROVIDER shall provide Facility Representatives tours of its solid waste facility/facilities.

j) Reporting Requirements

The District requires consistent and accurate reporting of the information collected by the SERVICE PROVIDER. The SERVICE PROVIDER must implement a reporting system for tracking and reporting all waste collection, recycling and diversion information. The SERVICE PROVIDER will be required to provide the Facility Representatives with the following reports via email no later than the first Friday following the previous month:

- Types and quantities (weight) of materials recycled.
- Types and quantities (weight) of materials disposed.
- Types and quantities (weight) of materials recovered at Material Recovery Facilities (MRF's) or other processing facilities.
- Diversion rate, which is defined as the quantity of materials diverted divided by the total quantity of material collected. The diversion rate data must include the types and quantities of materials that are diverted and disposed.
- List of all Landfills, Compost Facilities, Material Recovery Facilities, Transfer Stations, Waste-to-Energy Plants and/or other processing facilities used.

k) Training

The SERVICE PROVIDER shall provide training and assistance to the Facility Representatives for their designee for any new programs to ensure their success. Such programs may include collection of commingled recyclables, or a food

scraps collection program. The SERVICE PROVIDER will be expected to train staff (in English, Spanish and other appropriate languages) on what is recyclable and/or compostable, how to process materials, what signage to use, the development of signage, bin locations, monitoring the success of the program, answering any outstanding questions, etc.

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

l) Changes Not Affecting Contract Price

The Procurement Manager shall have the unilateral right to make modifications in the Special/General Conditions and Specifications of the contract if such modifications do not affect the contract price. Such changes shall be made only by written notification from the Director of Purchasing to the SERVICE PROVIDER'S Contract Manager. Should the SERVICE PROVIDER'S Contract Manager fail to protest such modifications within seven (7) calendar days after receipt of notice from the Director of Purchasing, then the contract shall be amended without any change in the contract price.

m) Changes Affecting Contract Price

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

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

n) Holidays, Schedule Changes

The District may, at its sole discretion, elect to omit and/or modify scheduled pick-ups when said pickups would occur on District observed holidays. The

District will provide seven (7) day advance written notice of any such schedule modifications. The SERVICE PROVIDER shall identify the number of pick-ups that were omitted or reduced at each facility for the respective billing period. The quantity shall be extended by the quoted rates herein and shall be reflected on the invoice for the same period.

During the off schedule (e.g., winter, spring, and summer breaks), pickups at some locations may be reduced to an "as required basis" for solid waste, recycling, and organics. The District will notify the SERVICE PROVIDER of the beginning and ending date of the off schedule and set up an off pick-ups schedule. Months which contain both regular service and off service will be prorated accordingly.

o) Contract Management

The LACCD Director of Business Services, Vice President of Administrative Services or their designee shall act on behalf of the District with respect to all aspects of this Contract.

The Director of Business Services, Vice President of Administrative Services or their designee shall have authority to require the SERVICE PROVIDER to comply with all provisions of this contract. The SERVICE PROVIDER shall strictly and promptly follow the instructions of the Director of Business Services, Vice President of Administrative Services or their designee in every case. The Director of Business Services, Vice President of Administrative Services or their designee shall exercise any discretionary authority in a reasonable manner or in accordance with State procedures.

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

The Director of Business Services, Vice President of Administrative Services or their designee shall have the authority to require the SERVICE PROVIDER to make temporary changes in the services if such changes do not affect the prices contained in the RFP Form. Such temporary changes shall be in writing and shall not affect the amount of payment to the SERVICE PROVIDER.

p) District/Service Provider Teaming

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

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

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

q) Invoicing and Payment

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

- Contract Number/Site Location.
- Total waste tonnage per month with cost per ton.
- Total recycling tonnage per month with cost per ton.
- Total organics tonnage per month with cost per ton.
- Certified weight tickets from weigh scales or the landfill's scale house.
- List of the facilities where waste was disposed or recycled.

C. GENERAL CONDITIONS

1. Contract Term

The term of this contract shall be for one (1) year, beginning August 6, 2020 through August 5, 2021, with an option to renew by mutual agreement, for up to four (4) additional one-year terms not to exceed five (5) years, per Education Code 81644. The Contract shall commence only after a fully executed agreement is in place and the Director of Business Services or designee has provided a

written notification to proceed to the SERVICE PROVIDER awarded the Contract. Should the District add new facilities, the SERVICE PROVIDER will be required to provide new pricing.

2. Transition Period

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

3. Service Provider's Equipment

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

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

4. Vehicles/Operators

All SERVICE PROVIDER vehicles used in performance of this contract are to be properly registered, licensed and insured and shall have necessary permits, to comply with state and local regulations. SERVICE PROVIDER shall provide the services called for in such a manner and method as to conform to all provisions of the laws, rules, and regulations of the cities of: Culver City, Los Angeles, Monterey Park, and South Gate; Los Angeles County; and the State of California.

5. Fees, Licenses and Permits

The SERVICE PROVIDER will be responsible for determining and obtaining any and all licenses and permits required for operation under this contract. The cost of any licenses and permits are considered a cost of doing business under this contract, and will not be allowed as separate prices in the proposal. Due to the nature of the services covered by this RFP and the associated price fluctuations resulting from the amount of waste/recyclables generated, the Agreement to be awarded will include an estimated cost. This will allow for administrative controls within the cost realm as approved by the Board of Trustees.

6. Subcontractors

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

V. PROPOSER REPRESENTATIONS

Each Proposer submitting a Proposal in response to this RFP is deemed to have made the following representations:

- Proposer represents that its Proposal fully complies with the requirements of the RFP Documents.
- Proposer represents that each person who signed a document that is included in the Proposer's Proposal was at the time of signing, and for the duration of Proposer's participation in the RFP process provided for in these Instructions shall remain, authorized to sign on behalf of and to bind the Proposer.
- If the Proposer is a corporation, limited liability company, or limited partnership, Proposer represents that it is, and for the duration of Proposer's participation in the RFP process provided for by these Instructions shall remain, registered with the Office of the Secretary of State for the State of California and authorized under Applicable Laws to do business in the State of California with a legal status determined by said Office of the Secretary of State of "active and in good standing."
- Proposer represents that it has carefully reviewed the proposed Agreement and that the terms and conditions thereof are satisfactory to Proposer and represent in the opinion of the Proposer a fair and reasonable allocation and sharing of risks and responsibilities.
- Proposer represents that it has carefully reviewed all of the exhibits attached hereto and taken all matters disclosed thereby into consideration in preparing and submitting its Proposal.
- Proposer represents that it is, and at all times during the performance under the Agreement shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986, as well as any similar provisions of Applicable Laws setting forth proscriptions or penalties relating to the employment or hiring of undocumented aliens.
- Proposer represents that, at the time of submission of its Proposal, Proposer and each of its Sub-consultants and/or Subcontractors possesses any licenses that may be required to hold under the terms of the RFP Documents, as well as any other licenses (if any) that it is required by Applicable Laws to hold in order to perform those services that it

anticipates it will be required to perform under the terms of the Agreement.

- Proposer, being familiar with California Government Code §1090 et seq. and §87100 et seq., represents that it does not know of any facts occurring in connection with the Proposer's preparation for, or participation in, the herein described RFP process that constitute a violation thereof and has disclosed in a separate letter attached to their proposal of any possible interests, direct or indirect, which Proposer believes any official, officer, agent, or employee of the District or any of its Colleges, or any department thereof, has that might cause such official, officer, agent, or employee to be "financially interested" (as that term is defined in the afore cited statutes) in any decision made by the District in connection with the procurement that is the subject of this Request for Proposals.
- In accordance with Public Contract Code section 2204 (a), the Proposer certifies and represents that at the time its Proposal(s) are submitted, the Proposer is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable. Proposers are cautioned that making a false certification and representation may subject the Proposer to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205. Proposer agrees that submission of its Proposal(s) shall constitute Proposer's certification and representation as aforesaid.

VI. GENERAL INFORMATION AND GUIDELINES

A. DISTRICT CONTACT PERSON

Brent Hurwitz, Senior Procurement Specialist
Los Angeles Community College District
Contracts and Procurement, 6th Floor
770 Wilshire Boulevard
Los Angeles, CA 90017-3719
TEL: 213.891.2430
Email: HurwitB@LACCD.edu

B. INTERNET ACCESS TO THIS RFP

All materials related to the RFP will be available on the internet at:

<https://www.laccd.edu/Departments/BusinessServices/Contract-Services/Pages/Bids-And-Proposals.aspx>

A Respondent who chooses to download a RFP solicitation will be responsible for checking the aforementioned web site for clarifications and/or addenda.

Failure to obtain clarifications and/or addenda from the web site shall not relieve Respondent from being bound by any additional terms and conditions in the clarifications and/or addenda, or from considering additional information contained therein in preparing your Proposal.

Note: there may be multiple clarifications and/or addenda. Any harm to the Respondent resulting from such failure shall not be valid grounds for a protest against award(s) made under the solicitation.

All Respondents are responsible for obtaining all RFP materials.

C. UNAUTHORIZED COMMUNICATIONS

Proposers shall not, prior to Award, contact or communicate, either verbally or in writing, with any of the following persons (other than the person named above) for the purpose of discussing the requirements of the RFP Documents or the RFP process: (1) any trustee, officer, employee, or representative of the District; or (2) any consultant, or employee of a consultant, providing the District with assistance, advice, or professional services relating to the matters covered by the RFP Documents or who is involved in any aspect of the RFP evaluation or

scoring processes. Unauthorized communication by a Proposer in violation of the foregoing may result in disqualification.

D. INTERESTED PARTIES

Firms that are advisors to the District in respect to the RFP process are not allowed to submit, or participate in submission of, Proposals. A Proposer shall not participate in, or be "interested in," more than one Proposal. For purposes of this paragraph, "interested in" means having a managerial or financial interest in another Proposer or a Subcontractor to another Proposer. Notwithstanding the foregoing, a Subcontractor may be proposed as a subcontractor to more than one Proposer.

E. PROPOSER CLARIFICATIONS

Without limitation to the District's rights relating to the conduct and content of Negotiations, the District reserves the right, but assumes no obligation to, at any point in the RFP process to contact a Proposer directly, without notice to other Proposers, for purpose of obtaining clarifications of, or to address minor irregularities, informalities, or apparent clerical mistakes in, a Proposal ("Proposer Clarifications"). Where the District determines that there is a need and justification for seeking Proposer Clarifications, the District may request Proposer Clarifications from some Proposers and not other Proposers. If Proposer Clarifications are sought from all Proposers, the questions asked may be different for each Proposer.

F. FALSE INFORMATION

In addition to and without limitation upon any other requirements of the RFP Documents, the District reserves the right, but assumes no obligation, to disqualify any Proposer and reject any Proposal should District determine that any information submitted by the Proposer is false, incorrect, or materially incomplete.

G. DISTRICT CONFIRMATION

The District reserves the right, but assumes no obligation, to confirm through any means available to the District the truth, accuracy, or completeness of any information contained within the resumes or other information submitted by a Proposer or communicated by a Proposer or a Subcontractor during face-to-face communications with the District or its representatives or consultants administering the RFP process.

H. NO JOINT OFFERS ACCEPTED

Where two or more Proposers desire to submit a single proposal in response to this RFP, they should do so on a prime/subcontractor basis rather than as a joint venture or informal team. For this engagement, the District intends to contract with an individual firm and not with multiple firms doing business as a joint venture. Accordingly, where two or more firms desire to join in preparing and submitting Proposals, they should do so on a prime-subcontractor basis, rather than as a joint venture or informal team. The firm acting as the "prime," if it receives the Award, will enter into the Agreement with the District.

I. DISTRICT DETERMINATIONS

The District shall have the right to make all determinations and interpretations relating to the RFP Documents or the RFP process, including, without limitation, any Proposer's compliance with the RFP Documents or its qualifications to participate in the RFP process, and all such determinations shall be final and binding.

VII. INSTRUCTIONS AND GENERAL CONDITIONS

This RFP contains the instructions and conditions governing the requirements for a proposal to be submitted by an interested Proposer, the format in which the proposal is to be submitted, the material to be included therein, and the requirements that must be met. Each Proposer should carefully examine the entire RFP and be fully aware of the nature and quality of the services sought by the District as well as the conditions in providing such services.

PROPOSALS MAY BE REJECTED AS NON-RESPONSIVE IF THE PROPOSER FAILS TO FULLY COMPLY WITH ANY OR ALL OF THE INSTRUCTIONS OR CONDITIONS SET FORTH IN THIS RFP.

A. RFP SCHEDULE

RFP Posted	Friday, May 29, 2020
Job Walks – several locations per day with each Day starting at 9AM	Tuesday, June 16, 2020 Wednesday, June 17, 2020 Thursday, June 18, 2020
Questions regarding this RFP by 12:00 pm	Monday, June 22, 2020
Questions and answers posted to web	Friday, June 26, 2020
Bidder Response - Proposal Due by 2:00 pm	Monday, July 6, 2020
Interviews (if needed)	Monday, July 27, 2020 and Tuesday, July 28, 2020
Board Date for Approval	Wednesday, August 5, 2020

The District reserves the right, at any time, to make adjustments in the form of additions, modifications or deletions to the RFP schedule. Such adjustments, if any, shall be made by RFP Addendum. References in the RFP Documents to the RFP Schedule or to date in the RFP Schedule shall mean the RFP Schedule as so adjusted.

B. PROPOSAL SUBMISSION

The proposer shall submit to the District one (1) printed original and eight (8) printed copies of its proposal, together with one (1) electronic version of the proposal in Microsoft Word format on a USB drive, addressing each of the items in this RFP. **The electronic version must be identical to include any and all printed information.** The printed copies and the electronic copy must be received by the District no later than **2:00 p.m. Pacific Time on Monday, July**

6, 2020. The printed original set shall include wet signed documents and shall be bound with a binder clip or clips. Proposals are to be enclosed in a sealed package displaying the proposer's name and the words: **"Proposal Responding to RFP No. 20-03: SOLID WASTE AND RECYCLING SERVICES."**

Please mail or deliver proposals to:

Brent Hurwitz, Senior Procurement Specialist
Los Angeles Community College District
Contracts and Procurement, 6th Floor
770 Wilshire Boulevard
Los Angeles, CA 90017-3719

Submittals not conforming to the specifications of this RFP may be deemed non-responsive or result in points being deducted during the evaluation process.

Any proposals received after the time and date above may, at the District's sole discretion of the District, be returned unopened or set aside without consideration.

Delivery of the proposal by the specified deadline is the sole responsibility of the Proposer to ensure that its proposal is delivered on time. If hand delivered, ample time should be scheduled for delays caused by downtown Los Angeles area traffic and parking. **District does not provide parking accommodations to proposers submitting proposals.**

The District shall not be responsible for, nor accept as a valid excuse for late proposal receipt, any delay in mail service or other method of delivery used by the Proposer except where it can be established that the District was the sole cause of the late receipt.

Proposals submitted via fax, telephone or email will not be accepted.

All proposals must be firm offers subject to acceptance by the District and may not be withdrawn for a period of 180 calendar days following the Proposal Submission Deadline. The Proposal may not be amended once submitted to the District, except as permitted by the District.

C. JOB WALK

An optional job walk will be conducted at the nine college campuses. **Table 4** provides the locations, dates, and times of these voluntary job walks. The purpose of the job walk will be to review the existing conditions and to identify opportunities and constraints. Representatives from the college and the DISTRICT'S consultant will attend to conduct the job walk. The District's consultant will record questions and answers at each site. Questions and answers from the job walk will be incorporated into an addendum to the RFP, along with any written questions received by the District.

TABLE 4. JOB WALK

Los Angeles City College (C)	855 N Vermont Avenue Los Angeles, CA 90029	Thursday June 18, 2020 9AM
East Los Angeles College (C) {including South Gate and Corporate Center}	1301 Avenida Cesar Chavez Monterey Park, CA 91754	Thursday June 18, 2020
Los Angeles Harbor College (A)	1111 Figueroa Place Wilmington, CA 90744	Tuesday June 16, 2020
Los Angeles Mission College (B)	13356 Eldridge Avenue Sylmar, CA 91342	Wednesday June 17, 2020
Los Angeles Pierce College (B)	6201 Winnetka Avenue Woodland Hills, CA 91371	Wednesday June 17, 2020
Los Angeles Southwest College (A)	1600 W Imperial Highway Los Angeles, CA 90047	Tuesday June 16, 2020 9AM
Los Angeles Trade Technical College (C)	400 W Washington Boulevard Los Angeles, CA 90015	Thursday June 18, 2020
Los Angeles Valley College (B)	5800 Fulton Avenue Van Nuys, CA 91401	Wednesday June 17, 2020 9AM
Van de Kamp Innovation Center (C)	2930 Fletcher Drive Los Angeles, CA 90065	Thursday June 18, 2020
West Los Angeles College (A)	9000 Overland Avenue Culver City, CA 90230	Tuesday June 16, 2020

Several locations will be visited on each of the three Job Walks. The first Job Walk of each day will begin at 9AM.

D. INTERVIEWS/PRESENTATIONS

The District may conduct interviews of the SERVICE PROVIDERS. Representatives must be available for interviews and/or presentations at District facilities on specific dates if selected.

VIII. PROPOSAL FORMAT AND CONTENT

SERVICE PROVIDERS must follow the format established in this RFP and provide all content requested.

A. GENERAL

The proposal should provide a straightforward, concise description of the proposer's ability to satisfy the requirements of this RFP. Emphasis should be placed on conformance to the RFP instructions, on responsiveness to the RFP requirements, and on completeness and clarity of the proposal's content.

This RFP and the selected proposal response will become a part of any Agreement that is executed as a result of this RFP between the District and the Contractor. Any proposal attachments, documents, letters and materials submitted by the proposer shall be binding and may be included as part of any final Agreement.

The Proposer's failure to submit the complete proposal pages in accord with this RFP's instructions and conditions may invalidate the proposal.

Promotional material will not be considered in awarding a contract and should not be included.

B. PROPOSAL FORMAT

Proposals shall be submitted in 8 1/2" x 11" size, double-sided, using a simple method of fastening. Proposals should be typed in 12 point font and not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged. Proposals should be succinct and concise.

C. PROPOSAL CONTENT

Proposal shall be submitted with the following items in the specified order:

1. Cover Page

A cover page with the Proposer's name, the title "RFP No. 20-03: Solid Waste and Recycling Services," and submission due date and time.

2. Transmittal Letter/Introduction

The Transmittal Letter must, at a minimum, contain the following:

- a) Identification of the offering SERVICE PROVIDER, including name, address, email address, and telephone number;
- b) An acknowledgement of RFP addendum and/or addenda, if any;
- c) Name, title, address, telephone number, and email address of contact person during period of proposal evaluation;
- d) A narrative description of the organization and key members of the project team;
- e) A narrative explaining why your firm is best suited to perform the services for this project;
- f) A statement that the proposal shall remain valid for a period of not less than 180 days [six (6) months] from the due date for submittal;
- g) Identification of any information contained in the proposal which the proposer deems to be, and establishes as, confidential or proprietary and wishes to be withheld from disclosure to others under the California Public Records Act.

A blanket statement that all contents of the proposal are confidential and/or proprietary will not be honored by the District; and

- h) Signature of a person authorized to bind the offering SERVICE PROVIDER to the terms of the proposal along with the statement that the person has said authority.

3. Table of Contents

Immediately following the transmittal letter, please include a complete table of contents for material included in the proposal with page numbers.

4. General Requirements

Provide responses to the following topics. Ensure each topic is numbered per the RFP, is clearly identified, and precedes the response.

Materials submitted shall specifically address the following topics.

a) Company Information

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

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

b) Key Personnel

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

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

c) Relevant Experience

Proposer shall provide information demonstrating that it has the necessary experience to provide the proposed Services. A description of the relevant qualifications and experience of the firm and key personnel should also be provided. The same information shall be provided for subcontractors and affiliates (parent companies,

subsidiaries, partners, principals, or joint venture) of the Proposer named in the proposal.

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

- Describe the relevant experience of the company(ies) for the last five (5) years. If company(ies) has less than five (5) years' experience, describe the principals' experience and their role in key projects of similar scope and nature;
- Describe the solid waste collection, processing, recycling and disposal services that the Proposer has implemented for other colleges or universities that are similar to those being proposed for the DISTRICT. The description must include, at a minimum the term of the agreement(s) (start and end dates), whether all options were exercised and if not why not, work approach, program results, and client contacts; and
- Describe Proposer's experience in maximizing diversion and meeting diversion goals and objectives.

d) Safety Record

Provide information about the proposer's safety record. Proposers must provide:

- The proposer's two (2) most recent California Highway Patrol (CHP) Safety Compliance Reports [Basic Inspection of Terminals (BIT) program Inspection Reports] for the fleet maintenance facility that will service the vehicles used in the City; and
- The most recent workers compensation Annual Rating Endorsement (or other insurance document) that shows the proposer's most recent workers compensation Rating Plan Modifier (also known as an "experience modification factor").

e) Description of Services

Proposers must demonstrate the ability to collect, process, recycle and dispose of all waste streams generated at the Facilities. Include the following:

- A description for each Facility of the methods that will be used for Collecting, Processing, Transferring, Marketing, and Diverting of all recyclables and organics generated at the Facilities.

- Transition (if applicable) and Implementation Plan.
- Education and Outreach Methods.
- Data Collection and Reporting Methods.

D. MANDATORY PROPOSER DOCUMENTS

Information requested below must be furnished by the Proposer. These documents shall be signed by a person authorized to commit the SERVICE PROVIDER to a contract. These documents must be included with the proposal and submitted by the Proposal Submission Deadline.

1. Certification

The Proposer shall certify that the firm is not debarred, suspended or otherwise declared ineligible to contract by any federal, state, or local public agency.

2. References

The Proposer must list at least six (6) references where the Proposer is providing [three (3)] and has provided [three (3)] similar services to public educational entities or other public agencies and which can independently evaluate the Proposer's expertise in this area. The Proposer shall describe the work it performed or is performing for each client and include the name, job title, address, email address, and telephone number of the contact person for each reference.

3. Organizational Information

The Proposer must declare an answer as to whether within the past five (5) years there have been any significant developments in Proposer's organization such as changes in ownership, key personnel, structural organization, bankruptcy or other financial problems, pending litigation, mergers and acquisitions, pending merger and pending acquisitions, and/or business emphasis. The Proposer must also declare and disclose any other conditions that may affect the proposer's ability to perform the requested service. If yes to any of the above organization information, please describe in detail and whether there are anticipated similar changes in the Proposer's organization in the next 24 months.

4. Certificates of Insurance

The Proposer shall furnish certificates of insurance showing the types and amount of insurance carried by the Proposer.

5. Terminated and/or Lost Accounts

The Proposer must disclose how many accounts, if any, have terminated or lost Proposer's services within the past three years. For each such account, please state the reasons for the termination of the account and/or lost account. Include the name, address, email address, and telephone number of the contact person.

- 6. Completed and signed Noncollusion Affidavit (Exhibit A).**
- 7. Completed and signed Certificate of Non-Discrimination (Exhibit B).**
- 8. Completed and signed Confidentiality Agreement (Exhibit C).**
- 9. Acknowledgement of All Addenda issued by the District (Exhibit D).**
- 10. Completed and signed Exceptions and Deviations (Exhibit E).**
- 11. Completed and signed SLEDV disclosure (Exhibit F)**

In the event that a SERVICE PROVIDER fails to submit all or any part of items 1. through 11. above with its submission or if any submitted item is incomplete or incorrect, the Contracts Office will notify the SERVICE PROVIDER and the SERVICE PROVIDER shall have an additional three (3) business days to submit the missing item to the Contracts Office. Failure to submit the missing item will result in the disqualification of the SERVICE PROVIDER if the mandatory item is missing entirely. Failure to complete or correct a mandatory item will result in the SERVICE PROVIDER's Proposal being considered in the form in which it was originally submitted.

E. MEETING RFP SPECIFICATIONS

The services offered by the Proposer must meet the specifications as described in this RFP. The District reserves the right to reject as non-responsive any proposal that does not meet the specifications as described in this RFP.

F. MANDATORY REQUIREMENTS

The Proposer shall provide all required information including, but not limited to, certification, references, organization information, etc., in accord with this RFP. The Proposer must complete and submit all mandatory documents herein to comply with the mandatory requirements of this RFP.

G. PROPOSED INFORMATION TO BE ACCURATE, COMPLETE AND VALID

The Proposer must provide information including, but not limited to, fees for all offered services based on the service specification and requirements, which are set forth in Section IV. Failure to do so may invalidate the proposal. The price must be accurate, complete and must be valid for the term of the agreement. The Proposer is responsible for the accuracy of the proposal submitted, and no allowance will be made for error or fee increases that the Proposer later alleges are retroactively applicable.

H. AUTHORIZED SIGNATURES

Exhibits A through F must all be signed by the Proposer's authorized signatory and must be submitted by the Proposer in the sealed envelope along with its proposal. The District is unable to accept any proposal submitted without these statements completed and signed by the Proposer's authorized signatory.

I. AUTHORIZATION TO DO BUSINESS

All Proposers must be authorized to do business in California. If a Proposer is a sole proprietorship or partnership, the Proposer should furnish with its proposal a copy of a current business license issued in California. If the Proposer is a corporation, it must be approved by the California Secretary of State to do business in California as shown by it having an "ACTIVE" status listed on the California Secretary of State website as of the date of evaluation of the proposal. The Proposer should provide the corporate number issued by the Secretary of State with its proposal.

Each Proposer is required to possess at the time of submitting its Proposal, and at all times during the RFP process (and, in the case of the Proposer that receives award, at the time of award, upon execution of the Agreement, and at all times during performance of the Agreement) any licenses required by Applicable Law for the performance of the Agreement.

J. REQUIREMENTS

The Proposer shall be responsible for becoming familiar with the scope of services required by the District as set forth on pages of this RFP, and shall rely solely upon his or her own independent judgment, and not upon any statements or representations made by the District, whether express or implied. The failure or omission of any Proposer to acquaint himself or herself with the service requirements of the District shall in no way relieve any Proposer from any obligation with respect to this proposal or to the resulting agreement. The

submission of a proposal shall be taken as *prima facie* evidence of compliance with this section.

K. QUESTIONS ABOUT RFP

Questions are to be submitted in writing by email to Brent Hurwitz, at email address: HurwitB@LACCD.edu **on or before 12:00 p.m. Pacific Time, Monday, June 22, 2020.**

Proposers are asked to submit all questions in writing by the questions deadline. LACCD shall not be obligated to answer any questions received after the above-Questions Deadline or submitted in a manner other than as instructed above.

Written responses will be posted on the website:

<https://www.laccd.edu/Departments/BusinessServices/Contract-Services/Pages/Bids-And-Proposals.aspx>

Proposers are instructed not to contact District personnel or its agents in any other manner concerning this RFP. Unauthorized contact, at LACCD's sole discretion, will be grounds for disqualification of a proposer.

L. RFP ADDENDA

If it becomes necessary for the District to revise any part of this RFP or to provide clarification or additional information after the proposal documents are released, written addenda will be posted at the following website address:

<http://www.laccd.edu/Departments/BusinessServices/Contract-Services/Pages/Bids-And-Proposals.aspx>

It shall be the responsibility of the Proposer to check the website or to appropriately inquire with the District for any addenda issued. All addenda issued by the District shall become part of the RFP and the Proposer shall acknowledge, in writing, receipt and incorporation of all addenda and clarifications in its response. Specifically, Proposer's acknowledgement of the addenda must be declared in the proposal in Exhibit J.

Failure of the Proposer to receive addenda shall not relieve the Proposer from any obligation under its proposal as submitted. The Proposer shall identify and list in its proposal all addenda received and included in its proposal. The Proposer's failure to identify and list in its proposal all addenda received and included in its proposal may be asserted by the District as a basis for determining a proposal as non-responsive.

M. INTERPRETATION OF DOCUMENTS

If any person contemplating submitting a proposal for the services proposed herein is in doubt as to the true meaning of any part of the proposal documents, or finds discrepancies in, or omissions from the documents, he/she may submit to the District a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposal documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of the proposal documents. No person is authorized to make any oral interpretation of any provision in the proposal documents to any Proposer, and no Proposer is authorized to rely on any such unauthorized oral interpretation.

N. WITHDRAWAL/PROPOSAL IRREVOCABLE FOR 180 DAYS

A Proposer may withdraw its proposal at any time prior to the submittal deadline by sending the District a request in writing from the same person who signed the submitted proposal. As of the deadline for submittal, any proposal received by the District and not withdrawn becomes an irrevocable offer available for acceptance by the District immediately and for one hundred and eighty (180) days thereafter. The Proposer is responsible for the accuracy of the proposal submitted, and no allowance will be made for errors or price increases that the Proposer later alleges are retroactively applicable.

O. EXEMPTION FROM DISCLOSURE

Proposals will remain confidential in their entirety until the evaluation and analysis process is complete and a recommendation of an award has been submitted to the LACCD. All proposals submitted will become the property of the LACCD. The Proposer must identify, in writing, all copyrighted material, trade secrets, or other proprietary information that the preparer claims are exempt from disclosure under the Public Records Act (California Government Code Section 6250 et seq.). Any Proposer claiming such an exemption must also state in the proposal that "the SERVICE PROVIDER agrees to indemnify and hold harmless the Los Angeles Community College District, its Board of Trustees, Los Angeles Valley College, Los Angeles City College, East Los Angeles College, Los Angeles Harbor College, Los Angeles Mission College, Pierce College, Los Angeles Southwest College, Los Angeles Trade-Technical College, West Los Angeles College, and its officers, employees and agents, from any claims, liability, or damages against, and to defend any action brought against above said entities for their refusal to disclose such material, trade secrets, or other proprietary information by any party." Failure of a proposal to include such a statement will

be deemed a waiver of any exemption from disclosure under the California Public Records Act. A blanket statement that all contents of the proposal are confidential or proprietary will not be honored by the District. The Proposer's identification of a document as "proprietary" or "confidential" does not automatically confer exclusion from disclosure under the California Public Records Act.

P. PRE-CONTRACTUAL EXPENSES

Pre-contractual expenses are defined as any expenses incurred by the Proposer to: (1) prepare its proposal in response to this RFP; (2) submit that proposal to the District; (3) negotiate with the District on any matters related to this RFP, including a possible contract; and (4) engage in any other activity prior to the effective date of award, if any, of a contract resulting from this RFP. The District shall not, under any circumstance, be liable for any pre-contractual expenses incurred by Proposers. All expenses including, but not limited to, pre-contractual expenses incurred by the Proposer in preparing the proposal shall be borne and paid for solely by the Proposer and shall not be included in their offers.

Q. SUBCONTRACTORS

Proposers are permitted to provide for a portion of the Basic Services to be performed by one or more consultants or contractors retained by the Proposer (collectively, "subcontractor") provided that each subcontractor proposed to be used is identified in the Proposal by name, contact person, telephone number, fax number, e-mail address, and a description of the portion of Basic Services to be performed by the subcontractor. Local, small and emerging companies are encouraged to apply as subcontractors to a prime proposer if unable to meet the overall requirements of the RFP.

R. IMMATERIAL DEFECT IN PROPOSAL

The District may waive any immaterial deviation or defect in a proposal. The District's waiver shall in no way modify the RFP documents or excuse the Proposer from full compliance with the RFP if awarded the contract.

S. ORAL COMMUNICATIONS

Any oral communication by the District Contact Person or his/her designee regarding this RFP is not binding and shall in no way modify the RFP or the obligations of the District, Proposer and/or Contractor.

T. RFP AS PART OF FINAL CONTRACT

At the District's discretion, the content of this RFP may be incorporated into the final contract.

U. PROPOSED CONTRACT

The Proposer(s) selected for contract award through this RFP shall be required to enter into a written agreement with the District. The Standard Agreement for personal services presented in Exhibit F of this RFP is the contract proposed for execution. It may be modified to incorporate other pertinent terms and conditions set forth in this RFP, including those added by addendum, and to reflect the Proposer's offer or the outcome of contract negotiations, if any. **Exceptions and requested changes to the terms and conditions of the Standard Agreement, or the Proposer's inability or unwillingness to comply with any of the provisions of the Standard Agreement, must be declared in the proposal and will be considered as part of the proposal evaluation process.**

It is the District's sole right and privilege to disregard any suggested language provided by proposers included in their response. By responding to this RFP, proposers warrant that they have taken any and all costs and/or risk and liability associated with the Standard Form Agreement into account in their price proposals.

V. EXCEPTIONS/DEVIATIONS

Any exceptions to, deviations from, or inability to comply with the requirements set forth in this RFP, or the terms and conditions contained in the Personal Services Agreement, must be declared in writing in Exhibit D within the proposal; and failure to do so will prevent Proposer from asserting its inability to comply with the terms or conditions later on. **Such exceptions or deviations must be segregated as a separate element of the proposal under Exhibit D - "Exceptions and Deviations to Personal Services Agreement."** The District will make a good faith effort to consider contractual issues identified by SERVICE PROVIDERS and the District requires all proposing SERVICE PROVIDERS to similarly make a good faith effort to comply with the District's sample agreement terms and conditions.

Proposals that mandate the use of SERVICE PROVIDER standard services contract, rather than utilizing the District's standard services contract will result in that SERVICE PROVIDER's proposal being judged non-responsive and these proposals will be rejected.

Proposals that reject the following integral provisions of the District's contract terms and conditions will be treated as a rejection of the District's contract and these proposals will be rejected.

- Section 3 - Warranties
- Section 6 - Term of Agreement
- Section 13 - Waiver of Damages: Indemnity
- Section 17 - Governing Law
- Section 18 - Non-Discrimination
- Section 21 - Board Authorization
- Section 26 - Requirements for Federally Funded Contracts
- Section 27 - District Authority
- Section 28 - Accessibility Requirements

The Proposer's attention is again directed to Sections 13 and 14 of the Personal Services Agreement, which specify the indemnity clause and the minimum insurance requirements that must be met by the successful Proposer. The Proposer's inability or unwillingness to meet these requirements as a condition of award of an Agreement must be stated as an exception in the proposal.

Exceptions or deviations, which are in conflict with the District's terms and conditions, may render the proposal non-responsive. In the event that exceptions and deviations to the Personal Services Agreement are requested after the contract has been awarded, the District may deem the proposal non-responsive and may disqualify the proposal at its discretion.

W. NO COMMITMENT TO AWARD

Issuance of this RFP and receipt of proposals does not commit the District to award a contract. The District expressly reserves the right to postpone proposal opening for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one SERVICE PROVIDER concurrently, or to cancel all or part of this RFP.

X. NO AGREEMENT UNTIL SIGNED

No agreement with the District is effective until both parties have signed a contract and the District's Board of Trustees has authorized the contract.

Y. NEWS RELEASES

News releases pertaining to any award resulting from this RFP may not be made without the prior written approval of the District.

Z. USE OF DISTRICT EMPLOYEES' NAMES

The successful Proposer must agree not to use the names, office phone numbers, email addresses, and/or addresses of District employees for any purpose not directly related to this RFP.

AA. ADJUSTMENTS TO CONTRACT

All adjustments shall be proposed in writing by the District for approval prior to becoming effective. All required contract amendment(s) shall be issued by the District.

BB. CONTRACTOR EVALUATION

Contractors (and its subcontractors, if applicable) will be evaluated periodically regarding their performance.

CC. TERMINATION OR CANCELLATION

The District reserves the right to terminate any contract awarded through this RFP by providing thirty (30) days' written notice to the Contractor.

DD. PROTESTS

Any Proposer that has provided a proposal to the District may protest the solicitation or award of a contract for violations of the District's procurement policies or of laws and regulations governing the Districts procurement activities, provided the proposer has complied with PP-04-09, Bid Protest and Appeals.

<http://www.laccd.edu/Departments/BusinessServices/Contract-Services/Documents/04-09-bid-protest-and-appeal.pdf>

In order to be considered, all protests must be in writing and filed with and received by the District, not more than five (5) business days following the date of issuance of the District's Notice of Intent to Award with the contact below. The protest letter must state the basis for the protest and the remedy sought.

Protests received by the District after this date will be returned to the sender.

Director of Business Services or designee
Los Angeles Community College District
770 Wilshire Blvd, 6th Floor
Los Angeles, CA 90017

Failure to timely file the proposal protest shall constitute grounds for the District to deny the proposal protest without further consideration of the grounds stated therein.

EE. OTHER DISTRICT RIGHTS

The rights, powers, and discretion expressly conferred upon the District under the RFP Documents are not intended to be exclusive but are cumulative and in addition to, and not a substitute for, every other right, power, or discretion existing or available to the District under the RFP Documents or Applicable Laws.

IX. PROPOSAL EVALUATION AND CONTRACT AWARD

A. GENERAL

The method used for this solicitation is a Request for Proposal (“RFP”). Selection of contractors will be made through competitive procurement procedures, which will include factors discussed in this RFP.

All proposals received in accordance with these RFP instructions will be evaluated to determine if they are complete and meet the requirements specified in this RFP. An award will be made to the Proposer whose offer is judged to be in the best interest of and most advantageous for the District in the sole determination of the District. The District expressly reserves the right to reject any and/or all proposals and make no award under this RFP.

B. REQUEST FOR ADDITIONAL INFORMATION

During the evaluation process, the District may require supplemental information in order to fairly evaluate a proposal. For this purpose, the District may request such information from the Proposer after the initial submittal. If such information is required, the Proposer will be notified and will be permitted a reasonable period of time to submit the information.

C. EVALUATION PROCESS

An evaluation committee consisting of LACCD staff and/or outside associates will review, analyze, and evaluate all proposals received. After completing its evaluation of the proposals, the committee will recommend for contract award the proposer that is judged to best meet the requirements of this RFP.

The District may then begin contract negotiations with this SERVICE PROVIDER to obtain an acceptable agreement with this SERVICE PROVIDER. If LACCD cannot come to acceptable contracting terms with this first SERVICE PROVIDER within a fixed timeframe that the District will specify, the District will terminate negotiations and move to the next SERVICE PROVIDER that can provide an acceptable solution.

When a mutually agreed upon agreement is negotiated, the District will request approval of the agreement from its Board of Trustees and shall execute an agreement with the proposer. The District reserves its right to award to a single

proposer, reject all proposals and issue a new RFP, reject all proposals and reopen the proposal process, or cancel the RFP.

D. EVALUATION CRITERIA

The proposals shall be evaluated based upon criteria that may include, but is not limited to, qualifications of the firm and personnel, and demonstrated experience with public agencies comparable to the District. Service compatibility and fit with District needs and requirements, and proposed fees are also important.

The following criteria will be used to evaluate proposals. The relative weights of the criteria are as listed below:

Criteria	Weight
Qualifications and Experience, including references	30%
Proposed Services	25%
Proposed Costs	30%
Small, Local, Emerging, and Disabled Veteran Business	10%
Cover Letter; Proposal Quality and Responsiveness	5%
Total	100%

1. Proposer's Experience and Qualifications

General Experience - Demonstrated experience providing similar services to other colleges and universities, and experience of key personnel.

References Satisfaction - Satisfaction of proposer references with services received, including but not limited to, implementation, customer services, reporting, assistance, developing diversion programs, and working cooperatively with staff. Customer service is of utmost importance to the District.

Safety Record – Proposer's safety record as it relates to vehicle safety and worker safety.

2. Proposed Services

The services evaluation will assess the ability of the Proposer to meet the proposed service specifications and criteria on a long-term basis. Services criteria to be considered will include without limitation the list below.

- a) Review and evaluation of Proposer's proposed services.
- b) Ability to meet transition and implementation schedule.

- c) Effectiveness of education and outreach methods.
- d) Methods to collect and report data to meet regulatory requirements and DISTRICT requirements.
- e) Ability to meet regulatory requirements, including recycling and organics diversion requirements.

3. Proposed Costs

The cost evaluation is intended to provide an equitable basis for cost comparisons among proposals. All cost information to be used will be as stated in the RFP Forms.

4. Quality and Responsiveness of Proposal

These criteria will assess the adherence to the RFP instructions, requirements, and forms.

5. Rights to Reject Proposals

LACCD reserves the right to reject any or all proposals, to waive any irregularities or informalities in the offers received and to change the evaluation process described above if circumstances dictate this or it is otherwise in the best interests of LACCD to do such. In the event a proposal(s) is rejected, or a proposer's offer is not rejected but does not result in a contract award, LACCD shall not be liable for any costs incurred by the proposer in connection with the preparation and submittal of the proposal. If interviews of proposers are held, the information obtained will be used by the evaluators to assign a final score to the criteria above.

X. OWNERSHIP

All reports, documents, proposals and undertakings, as well as suggested recommendations by the SERVICE PROVIDER in connection with services to be performed pursuant to this request or any contract resulting here from, become the property of LACCD upon receipt and/or termination of any subsequent contract.

XI. EXHIBITS

EXHIBIT A

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH ITS PROPOSAL

(Name) _____, being first duly sworn, disposes and says that he or she is (Title) _____ of (Company) _____, the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly, or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusion or sham proposal.

IN WITNESS WHEREOF, the undersigned has executed this Noncollusion Affidavit this

_____ Day of _____, 2020

PROPOSER _____
(Type or Print Complete Legal Name of Firm)

By _____
(Signature)

Name _____
(Type or Print)

Title _____

Address _____

City _____ State _____ Zip _____

EXHIBIT B

CERTIFICATION OF NON-DISCRIMINATION TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH ITS PROPOSAL

Proposer hereby certifies that in performing work or providing products for the District, there shall be no discrimination in its hiring or employment practices because of age, sex, race, color, ancestry, national origin, religious creed, physical handicap, medical condition, marital status, or sexual orientation, except as provided for in Section 12940 of the California Government Code. Proposer shall comply with applicable federal and California anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Non-Discrimination this _____ day of _____, 2020.

PROPOSER _____
(Type or Print Complete Legal Name of Firm)

By _____
(Signature)

Name _____
(Type or Print)

Title _____

Address _____

City _____ State _____ Zip _____

EXHIBIT D

ACKNOWLEDGMENT OF ADDENDA

The Proposer shall signify receipt of all Addenda, if any, here:

ADDENDUM NO.	DATE RECEIVED	SIGNATURE

If necessary, please print and sign additional pages.

PROPOSER _____
(Type or Print Complete Legal Name of Firm)

By _____
(Signature)

Name _____
(Type or Print)

Title _____

Address _____

City _____ State _____ Zip _____

EXHIBIT E

EXCEPTIONS AND DEVIATIONS TO PERSONAL SERVICES AGREEMENT

The Proposer acknowledges it has seen and reviewed the Personal Services Agreement in Exhibit F and attests to the following:

1. Certain exceptions and deviations may deem the proposal non-responsive and result in rejection of the proposal.
 - a. Proposals that mandate the use of SERVICE PROVIDER standard services contract, rather than utilizing the District's standard services contract.
 - b. Proposals that reject the following integral provisions of the District's contract terms and conditions will be treated as a rejection of the District's contract and these proposals will be rejected.

- Section 3 - Warranties
- Section 6 - Term of Agreement
- Section 13 - Waiver of Damages: Indemnity
- Section 17 - Governing Law
- Section 18 - Non-Discrimination
- Section 21 - Board Authorization
- Section 26 - Requirements for Federally Funded Contracts
- Section 27 - District Authority
- Section 28 - Accessibility Requirements

In the event that exceptions and deviations to the Personal Services Agreement are requested after the contract has been awarded, the District may deem the proposal non-responsive and may disqualify the proposal at its discretion.

We have no exceptions or deviations to the Personal Services Agreement

We have the following or the attached exceptions and/or deviations to the Personal Services Agreement.

PROPOSER _____
(Type or Print Complete Legal Name of Firm)

By _____
(Signature)

Name _____
(Type or Print)

Title _____

Address _____

City _____ State _____ Zip _____

EXHIBIT F
SMALL, LOCAL, EMERGING, AND DISABLED VETERAN-OWNED BUSINESS

The undersigned, a duly authorized officer of _____,
does hereby certify, represent and warrant the following statement(s) below:
(Please check all statement boxes that apply.)

- A. Bidder/Proposer is a "Small" business that has met the applicable ownership, operation, and size requirements, and has been certified by a Federal agency or a California public agency as a small business enterprise.
- B. Bidder/Proposer is a "Local" business has its principal place of business in the County of Los Angeles.
- C. Bidder/Proposer is an "Emerging" business that has been in business in its substantially current form for only up to five (5) years.
- D. Bidder/proposer is a "Disabled Veteran Owned" business that is fifty-one-percent (51%) owned and operated by one or more disabled veterans certified by the State of California Department of General Services or a Federal government agency.

Date:

Name of Bidder/Proposer

By:

Authorized Officer Signature

Title

EXHIBIT G.
STANDARD PERSONAL SERVICE AGREEMENT

PERSONAL SERVICES AGREEMENT

PARTIES:

LOS ANGELES COMMUNITY COLLEGE DISTRICT
("District")

By: _____
[Name of College]

_____ *[College Address]*

Attn: _____
[Contact name and phone number]

("College")

_____ *[Name of Entity]*

_____ *[Legal type of entity]*

_____ *[Address]*

("Contractor")

DATE:

TERM:

RECITALS

WHEREAS, the District is authorized to contract for the procurement of goods and services as authorized by law; and

WHEREAS, the Contractor is specially trained, experienced and competent to perform the services described herein pursuant to this agreement;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereby agree as follows:

AGREEMENT

1. **SERVICES.** The Contractor shall perform the Services set forth in Exhibit "A" (the "Services") in compliance with specifications and standards set forth in that Exhibit.
2. **WARRANTIES.** The Contractor warrants that the Services (and any goods in connection therewith) furnished hereunder will conform to the requirements of this agreement (including all descriptions, specifications and drawings made a part hereof) and in the case of goods will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by the District, free from defects in design. The District's approval of designs or specifications furnished by the Contractor shall not relieve the Contractor of its obligations under this warranty. All warranties, including special warranties specified elsewhere herein, shall inure to the District, its successors, assigns, and users of the Services.
3. **FEES.** The District shall pay the Contractor the fees set forth in Exhibit B, in accordance with the terms and conditions of this Agreement. The Contractor represents that such fees do not exceed the Contractor's customary current price schedule. The District shall pay all applicable taxes; excepting, however, the federal excise tax, and all state and local property taxes, as college districts are exempt therefrom. Payment shall be made by the District's Accounts Payable Office upon submittal of invoice(s) approved by the Vice-President of Administration, or designee, at the College.
4. **EXPENSES.** The Contractor shall assume all expenses incurred in connection with performance except as otherwise provided in this agreement.
5. **TERM OF AGREEMENT.** This agreement shall be for the term set forth above, unless sooner terminated pursuant to the terms hereof.

6. **TERMINATION OF AGREEMENT.** This agreement may be terminated by the District by providing 30 days' prior written notice to the Contractor or immediately upon breach of this agreement by the Contractor.
7. **RIGHTS IN DATA.** All technical communications and records originated or prepared by the Contractor pursuant to this agreement including papers, reports, charts, computer programs, and other documentation, but not including the Contractor's administrative communications and records relating to this agreement shall be delivered to and shall become the exclusive property of the District and may be copyrighted by the District. The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this agreement by the Contractor or jointly by the Contractor and the District can be used by either party in any way it may deem appropriate. All inventions, discoveries or improvements of any computer programs developed pursuant to this agreement shall be the property of the District. During the term of this agreement, certain information which the District deems confidential ("Confidential Information") might be disclosed to the Contractor. The Contractor agrees not to divulge, duplicate or use any Confidential Information obtained by the Contractor during the Contractor's engagement. Such Confidential Information may include, but is not limited to, student and employee information, computer programs, and data in the District's written records or stored on the District's computer systems.
8. **CONTRACTOR ACCOUNTING RECORDS.** Records of the Contractor's directly employed personnel, other consultants and reimbursable expenses pertaining to the work and records of account between the District and the Contractor shall be maintained on an accounting basis acceptable to the District and shall be available for examination by the District or its authorized representative(s) during regular business hours within one (1) week following a request by the District to examine such records. Failure by the Contractor to permit such examination within one (1) week of a request shall permit the District to withhold all further payments until such examination is completed unless an extension of time for examination is authorized by the District in writing.
9. **RELATIONSHIP OF PARTIES.** With regard to performance hereunder, the Contractor is an independent contractor and not an officer, agent, partner, joint venture, or employee of the District. The Contractor shall not, at any time, or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the District.
10. **WAIVER OF DAMAGES; INDEMNITY.** The Contractor hereby waives and releases the District from any claims the Contractor may have at any time arising out of or relating in any way to this agreement, except to the extent caused by the District's willful misconduct. Notwithstanding the foregoing, the parties agree that in no event shall the District be liable for any loss of the Contractor's business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the District has been advised in advance of the possibility of such damages. This shall constitute the District's sole liability to the Contractor and the Contractor's exclusive remedies against the District. Except for the

sole negligence or willful misconduct of the District the Contractor shall indemnify, hold harmless and defend the District and its Board of Trustees, officers, employees, and agents from any liability, losses, costs, damages, claims, and obligations relating to or arising from this agreement.

Without limiting the foregoing, the Contractor shall indemnify and hold harmless the District, and its Board of Trustees, officers, employees, and agents from all liability, losses, costs, damages, claims, and obligations of any nature or kind, including attorneys' fees, costs, and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance, registered or unregistered trademark, servicemark, or tradename, furnished or used in connection with this agreement. The Contractor, at its own expense, shall defend any action brought against the District to the extent that such action is based upon a claim that the goods or software supplied by the Contractor or the operation of such goods infringes a patent, trademark, or copyright or violates a trade secret.

- 11. INSURANCE.** Without limiting the Contractor's indemnification of the District and as a material condition of this agreement, the Contractor shall procure and maintain at its sole expense, for the duration of this agreement, insurance coverage with limits, terms and conditions at least as broad as set forth in this section. The Contractor shall secure and maintain, at a minimum, insurance as set forth below, with insurance companies acceptable to the District to protect the District from claims which may arise from operations under this agreement, whether such operations be by the Contractor or any subcontractor or anyone directly or indirectly employed by any of them. As a material condition of this agreement, the Contractor shall furnish to the District certificates of such insurance and endorsements, which shall include a provision for a minimum thirty-days notice to the District prior to cancellation of or a material change in coverage.

The Contractor shall provide the following insurance:

- a) Commercial General Liability Insurance, "occurrence" form only, to provide defense and indemnity coverage to the Contractor and the District for bodily injury and property damage. Such insurance shall name the District as an additional named insured and shall have a combined single limit of not less than one million dollars (\$1,000,000) per occurrence. The policy so secured and maintained shall include personal injury, contractual or assumed liability insurance; independent contractors; premises and operations; products liability and completed operation; broad form property damage; broad form liability; and owned, hired and non-owned automobile insurance. The policy shall be endorsed to provide specifically that any insurance carried by the District which may be applicable to any claim or loss shall be deemed excess and non-contributory, and the Contractor's insurance primary, despite any provisions in the Contractor's policy to the contrary.

- b) Workers' Compensation Insurance with limits as required by the Labor Code of the State of California and Employers Liability insurance limits of not less than one million dollars (\$1,000,000) per accident.

Failure to maintain the insurance and furnish the required documents may terminate this agreement without waiver of any other remedy the District may have under law.

- 12. **AMENDMENTS.** This agreement is the entire agreement between the parties as to its subject matter and supersedes all prior or contemporaneous understandings, negotiations, or agreements between the parties, whether written or oral, with respect thereto. This agreement may be amended only in a writing signed by both parties.
- 13. **ASSIGNMENT.** This agreement may not be assigned or otherwise transferred, in whole or in part, by either the District or the Contractor without prior written consent of the other.
- 14. **GOVERNING LAW.** This agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the parties hereunder, and any action arising from or relating to this agreement, shall be construed and enforced in accordance with, and governed by, the laws of the State of California or United States law, without giving effect to conflict of laws principles. Any action or proceeding arising out of or relating to this agreement shall be brought in the county of Los Angeles, State of California, and each party hereto irrevocably consents to such jurisdiction and venue, and waives any claim of inconvenient forum.
- 15. **NONDISCRIMINATION.** The Contractor hereby certifies that in performing work or providing services for the District, there shall be no discrimination in its hiring, employment practices, or operation because of sex, race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, or sexual orientation, except as provided for in section 12940 of the Government Code. The Contractor shall comply with applicable federal and California anti-discrimination laws, including but not limited to, the California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code, the provisions of the Civil Rights Act of 1964 (Pub. L. 88-352; 78 Stat. 252) and Title IX of the Education Amendments of 1972 (Pub. L. 92-318) and the Regulations of the Department of Education which implement those Acts. The Contractor agrees to require compliance with this nondiscrimination policy by all subcontractors employed in connection with this agreement.
- 16. **EQUAL OPPORTUNITY EMPLOYER.** The Contractor, in the execution of this agreement, certifies that it is an equal employment opportunity employer.
- 17. **ATTORNEYS' FEES AND COSTS.** If either party shall bring any action or proceeding against the other party arising from or relating to this agreement, each party shall bear its own attorneys' fees and costs, regardless of which party prevails.

- 18. BOARD AUTHORIZATION.** The effectiveness of this agreement is expressly conditioned upon approval by the District's Board of Trustees.
- 19. SEVERABILITY.** The Contractor and the District agree that if any part, term, or provision of this agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect other parts, terms, or provisions of this agreement, which shall be given effect without the portion held invalid, illegal, or unenforceable, and to that extent the parts, terms, and provisions of this agreement are severable.
- 20. TERMINATION FOR NON-APPROPRIATION OF FUNDS.** If the term of this agreement extends into fiscal years subsequent to that in which it is approved, such continuation of the agreement is contingent on the appropriation and availability of funds for such purpose, as determined in good faith by the District. If funds to effect such continued purpose are not appropriated or available as determined in good faith by the District, this agreement shall automatically terminate and the District shall be relieved of any further obligation.
- 21. NOTICE.** Any notice required to be given pursuant to the terms of this agreement shall be in writing and served personally or by deposit in the United States mail, postage and fees fully prepaid, addressed to the applicable address set forth above. Service of any such notice if given personally shall be deemed complete upon delivery, and if made by mail shall be deemed complete on the day of actual receipt or at the expiration of 2 business days after the date of mailing, whichever is earlier.
- 22. CONFLICTS OF INTEREST.** The Contractor agrees not to accept any employment or representation during the term of this agreement which is or may likely make the Contractor "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decision made by the District on any matter in connection with which Contractor has been retained pursuant to this agreement.
- 23. REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS**
- A.) If this Agreement is funded by the District, in whole or in part, from revenues received from the Federal Government, then the following additional provisions shall apply. It shall be the Contractor's responsibility to ascertain if Federal funds are involved.
- B.) Contractor, and any subcontractors at any tier, shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

C.) No contract, or any subcontract at any tier, shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold (currently \$100,000) shall provide the required certification regarding its exclusion status and that of its principal employees.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in Los Angeles, California, on the date set forth above.

CONTRACTOR

DISTRICT

LOS ANGELES COMMUNITY
COLLEGE DISTRICT
By: THE BOARD OF
TRUSTEES OF THE
LOS ANGELES COMMUNITY
COLLEGE DISTRICT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

By: _____

Name: _____

Title: _____

EXHIBIT A TO STANDARD PERSONAL SERVICE AGREEMENT

SCHEDULE OF SERVICES AND SPECIFICATIONS

CONTRACTOR'S SERVICES:

EXHIBIT B TO STANDARD PERSONAL SERVICE AGREEMENT

SCHEDULE OF PAYMENT

TOTAL FEE: \$ _____
(broken down as follows):

\$ _____

\$ _____

\$ _____

COSTS (IF ANY)
NOT INCLUDED IN FEES: \$ _____

EXHIBIT H

**BOARD RULE 71100
ENVIRONMENTAL PROTECTION AND WASTE MANAGEMENT**

(begins on the next page)

LOS ANGELES COMMUNITY COLLEGE DISTRICT
BOARD RULES, CHAPTER VII, ARTICLE XI
ENVIRONMENTAL PROTECTION

71100. INTEGRATED WASTE MANAGEMENT.

The District, including the Educational Services Center and each of the colleges, shall engage in responsible business practices intended to help protect the environment by meeting California's goals for diverting solid waste from landfills.

71100.10 Waste diversion goals shall be attained predominantly by way of source reduction, property and material reutilization, and recycling.

71100.20 Purchasing and utilizing durable and reusable products shall attain additional waste diversion.

71100.30 The District shall support new markets for recycled content products, whenever feasible and within fiscal constraints.

71100.40 The District shall provide responsible staff with current regulatory requirements and develop educational and outreach materials to ensure waste diversion goals are met.

71101. AUTHORITIES AND RESPONSIBILITIES.

The Chancellor or his or her designee shall ensure that each campus and the Educational Services Center implement and maintain a site-specific Integrated Waste Management Plan ("Plan") pursuant to the Public Resources Code commencing with Section 40148 for Large State Facilities. The Plans shall be submitted on forms acceptable to the California Integrated Waste Management Board ("CIWMB").

71101.10 The College President or Chancellor's designee, as applicable, shall approve the site-specific Plan upon review by the Vice President, Administration/Administrative Services or Director, Business Services.

- 71101.20** The Vice President, Administration/Administrative Services or Director, Business Services, as appropriate, shall appoint a person to act as Recycling Coordinator for each location.
- 71101.30** The Recycling Coordinator shall maintain required records and correspondence and provide administrators, managers, and supervisors with recycling guidelines.
- 71101.40** Administrators, managers, and supervisors shall familiarize themselves with the integrated wastes generated by the operations for which they are responsible and:
1. Take steps to reduce waste at its source;
 2. Reuse equipment, components, and materials, whenever possible;
 3. Recycle materials according to the site-specific Plan;
 4. Purchase durable and reusable products, whenever feasible; and
 5. Consider purchasing recycled content products, whenever feasible and within fiscal constraints.
- 71101.50** All employees shall recycle at the point of waste generation in accordance with the site-specific Plan.

71102. WASTE DIVERSION TECHNIQUES.

- 71102.10** Source Reduction means any action undertaken by an individual, department, or organization to eliminate or reduce the amount of materials before disposal into the municipal solid waste stream. This action is intended to conserve resources, promote efficiency, and minimize, if not eliminate, the addition of certain materials to

the waste stream. Source reduction activities shall include:

1. Use of electronic media to minimize the amount of paper generated.
2. Use of audio/video presentation materials to minimize the number of handouts distributed.
3. Two-sided copying to minimize the amount of paper generated.

71102.20

Reutilization means making use of discarded property or materials or components thereof. This action is intended to conserve resources, promote efficiency, and delay the addition of materials to the waste stream. Reutilization activities shall include:

1. Salvage of components from broken equipment for use as spare parts to repair similar equipment.
2. Use of waste paper for note pads, draft documents, or meeting notes.
3. Reuse of certain boxes and envelopes for storage and inter-office mail and/or courier mail.
4. Use of newspapers for packing materials.
5. Selling by bid, or donating to charity, all reusable surplus personal property removed from service by the District.

71102.30

Recycling means collecting and transporting waste materials for the purpose of remanufacture. This action is intended to conserve resources and divert materials away from the waste stream. Recycling activities shall include:

1. Collection of beverage containers, mixed papers, cardboard, newspapers, magazines,

catalogs, telephone books, and other publications for recycling.

2. Collection of tree and brush waste for composting.
3. Grasscycling whenever possible with mulching mowers.
4. Tracking of demolition and excess construction materials in consultation with general contractors to ensure marketable materials are recycled.

71103. EDUCATIONAL/OUTREACH PROGRAMS.

71103.10 Employees shall be trained in source reduction, reutilization, and recycling techniques prescribed for their assigned workplace(s).

71103.20 Recycling Coordinators shall provide periodic information regarding new source reduction techniques, waste diversion goals, and recycling performance.

71103.30 The District's Recycling Coordinator shall maintain the overall Plan in compliance with the California Public Resources Code and CIWMB rules.

Amended 12-07-16

XII. FORMS

A. COST FORMS

Annual rates are to be proposed for each facility using the forms included in this section. Fees are assumed to be fixed and include all costs such as but not limited to, transportation costs and facility tipping fees.

Los Angeles City College								
MATERIAL	COLLECTION TYPE	QTY	SIZE	FREQUENCY	MONTHLY RATE	HAUL RATE (PER PULL)	DISPOSAL RATE (PER TON)	RENTAL FEE (MONTHLY)
MSW	Compactor	1	40-cy	As Needed		\$	\$	\$
MSW	Bin	8	3-cy	1/Week	\$	\$		
METAL	Roll-off	1	40-cy	As Needed	\$	\$		
WOOD	Roll-off	1	40-cy	As Needed	\$	\$		
RECYCLE	Bin	7	3-cy	1/Week	\$	\$		
GREEN					\$	\$		
FOOD					\$	\$		
TOTAL					\$	\$		
OPTIONAL								
MSW	Bin w/Scout	8	3-cy	1/Week	\$	\$		
RECYCLE	Bin w/Scout	7	3-cy	1/Week	\$	\$		

East Los Angeles College

MATERIAL	COLLECTION TYPE	QTY	SIZE	FREQUENCY	MONTHLY RATE	HAUL RATE (PER PULL)	DISPOSAL RATE (PER TON)	RENTAL FEE (MONTHLY)
MSW	Compactor	1	40-cy	1/Week		\$	\$	
C&D	Roll-off	2	40-cy	As Needed	\$	\$		
RECYCLE	Roll-off	1	40-cy		\$	\$		
GREEN					\$	\$		
FOOD					\$	\$		
					\$	\$		
					\$	\$		
					\$	\$		
TOTALS								

Los Angeles Harbor College

MATERIAL	COLLECTION TYPE	QTY	SIZE	FREQUENCY	MONTHLY RATE	HAUL RATE (PER PULL)	DISPOSAL RATE (PER TON)	RENTAL FEE (MONTHLY)
MSW	Compactor	1	40-cy	1/Week		\$	\$	
MSW	Compactor	1	40-cy	As Needed		\$	\$	
RECYCLE	Roll-Off	1	40-cy	As Needed	\$	\$		
C&D	Roll-Off	2	40-cy	As Needed	\$	\$		
GREEN					\$	\$		
FOOD					\$	\$		
					\$	\$		
					\$	\$		
					\$	\$		
TOTALS								

Los Angeles Mission College

MATERIAL	COLLECTION TYPE	QTY	SIZE	FREQUENCY	MONTHLY RATE	HAUL RATE (PER PULL)	DISPOSAL RATE (PER TON)	RENTAL FEE (MONTHLY)
MSW	Compactor	1	35-cy	1/Week		\$	\$	\$
MSW					\$	\$		
RECYCLE					\$	\$		
GREEN	Roll-off	1	30-cy	As Needed	\$	\$		
FOOD					\$	\$		
					\$	\$		
					\$	\$		
					\$	\$		
TOTALS								

Los Angeles Pierce College

MATERIAL	COLLECTION TYPE	QTY	SIZE	FREQUENCY	MONTHLY RATE	HAUL RATE (PER PULL)	DISPOSAL RATE (PER TON)	RENTAL FEE (MONTHLY)
MSW	Compactor	1	40-cy			\$	\$	\$
MSW					\$	\$		
RECYCLE					\$	\$		
GREEN					\$	\$		
FOOD					\$	\$		
					\$	\$		
					\$	\$		
					\$	\$		
TOTALS								
OPTIONAL								
MSW	Bin w/scout service	1	3-cy	1/week				
RECYCLE	Bin w/scout service	1	3-cy	1/week				

Los Angeles Southwest College

MATERIAL	COLLECTION TYPE	QTY	SIZE	FREQUENCY	MONTHLY RATE	HAUL RATE (PER PULL)	DISPOSAL RATE (PER TON)	RENTAL FEE (MONTHLY)
MSW	Compactor	1	40-cy	1/Week		\$	\$	
MSW	Bin				\$	\$		
RECYCLE					\$	\$		
GREEN	Roll-off	1	20-cy	As Needed	\$	\$		
GREEN	Roll-off	1	30-cy	As Needed	\$	\$		
GREEN	Roll-off	2	40-cy	As Needed	\$	\$		
FOOD					\$	\$		
					\$	\$		
					\$	\$		
					\$	\$		
TOTALS								
OPTIONAL								
MSW	Bin w/Scout	1	3-cy	1/week				
RECYCLE	Bin w/Scout	1	3-CY	1/week				

Los Angeles Trade Technical College

MATERIAL	COLLECTION TYPE	QTY	SIZE	FREQUENCY	MONTHLY RATE	HAUL RATE (PER PULL)	DISPOSAL RATE (PER TON)	RENTAL FEE (MONTHLY)
MSW	Compactor	1	40-cy			\$	\$	\$
MSW	Bin				\$	\$		
WOOD	Roll-off	1	20-cy	As Needed	\$	\$		
RECYCLE	Bin				\$	\$		
GREEN					\$	\$		
FOOD					\$	\$		
					\$	\$		
					\$	\$		
					\$	\$		
TOTALS								
OPTIONAL								
MSW	Bin w/Scout	1	3-cy	1/week				
RECYCLE	Bin w/Scout	1	3-CY	1/week				

Los Angeles Valley College

MATERIAL	COLLECTION TYPE	QTY	SIZE	FREQUENCY	MONTHLY RATE	HAUL RATE (PER PULL)	DISPOSAL RATE (PER TON)	RENTAL FEE (MONTHLY)
MSW	Compactor	1	30-cy	As Needed		\$	\$	\$
MSW	Bin				\$	\$		
WOOD	Roll-off	1	20-cy	As Needed	\$	\$		
RECYCLE	Bin				\$	\$		
GREEN	Roll-off	1	40-cy		\$	\$		
GREEN	Roll-off	1	10-cy	As Needed	\$	\$		
FOOD					\$	\$		
					\$	\$		
					\$	\$		
					\$	\$		
TOTALS								
OPTIONAL								
MSW	Bin w/Scout	1	3-cy	1/week				
RECYCLE	Bin w/Scout	1	3-CY	1/week				

West Los Angeles College

MATERIAL	COLLECTION TYPE	QTY	SIZE	FREQUENCY	MONTHLY RATE	HAUL RATE (PER PULL)	DISPOSAL RATE (PER TON)	RENTAL FEE (MONTHLY)
MSW	Compactor	2	40-cy	1/Week		\$	\$	
MSW	Bin				\$	\$		
RECYCLE	Bin				\$	\$		
GREEN	Roll-off	2	40-cy	As Needed	\$	\$		
FOOD					\$	\$		
					\$	\$		
					\$	\$		
					\$	\$		
TOTALS								
OPTIONAL								
MSW	Bin w/Scout	1	3-cy	1/week				
RECYCLE	Bin w/Scout	1	3-CY	1/week				

Corporate Center Drive Campus

MATERIAL	COLLECTION TYPE	QTY	SIZE	FREQUENCY	MONTHLY RATE
MSW	Bin	2	3-cy	4/Week	\$
RECYCLE					\$
GREEN					\$
FOOD					\$
					\$
					\$
					\$
TOTAL					

South Gate Education Center

MATERIAL	COLLECTION TYPE	QTY	SIZE	FREQUENCY	MONTHLY RATE
MSW	Bin	3	3	3/Week	\$
RECYCLE					\$
GREEN					\$
FOOD					\$
					\$
					\$
					\$
TOTAL					

B. UNIT PRICES FORMS

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

UNIT PRICES					
MATERIAL	COLLECTION TYPE	SIZE	WEEKLY RATE	MONTHLY RATE	HAUL RATE (PER PULL)
MSW	Bin	3-cy	\$	\$	\$
MSW	Bin	4-cy	\$	\$	\$
RECYCLE	Bin	3-cy	\$	\$	\$
RECYCLE	Bin	4-cy	\$	\$	\$
FOOD	Bin		\$	\$	\$
FOOD	Cart		\$	\$	\$

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

Individual Name: _____

Signed by: _____

Print Name: _____

Date: _____

Business Address: _____
