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2323 North Broadway • Santa Ana, CA 92706 -1640 • (714) 480-7300 • www.rscdd.edu

Santa Ana College • Santiago Canyon College

Date: October 25, 2024

RE: Request for Proposal and Quote – RFP/Q #2425-002
Service: Hazardous Waste Disposal Services

The Rancho Santiago Community College District (“District”) is seeking a proposal from your firm (“Consultant”) for **Hazardous Waste Disposal Services for Rancho Santiago Community College District.**

Service Description:

The Consultant shall provide hazardous waste services at our two main colleges: **Santa Ana College** (EPA ID# CA0000447730) 1530 W. 17th Street, Santa Ana, 92706 and **Santiago Canyon College**, (EPA ID# CAL000115686) 8045 E Chapman Ave, Orange, CA 92869. The service schedule lists estimated current needs, but the District reserves the right to change by increasing or decreasing the number of locations, or frequency of pick-ups according to District needs. Fees for services shall be equitably adjusted to reflect changes in locations or frequency of pick-ups.

The amount or types of hazardous waste is unknown at any given time; therefore, the District is requesting vendors to submit a price list of standard commodities, packaging and all other pertinent requirements. Our waste streams consist mainly of waste from our science labs and from our maintenance department (paints, oils, etc.). We also have an auto/diesel shop and a machine shop for students that generate waste.

The District may elect, at any time, to amend any contract awarded hereunder to require the selected Consultant to provide additional services. In this case, the selected Consultant and the District will agree mutually on the scope and fees associated with any additional services.

We are considered a small quantity waste generator, and we normally schedule waste pick-ups in June/July and December/January timeframe for those two sites.

Scope of Work and Deliverables:

1. Pursuant to the provisions of the Contract, the Consultant shall fully perform, complete all tasks, services and other work as set forth in this Scope of Work. Consultant shall provide hazardous waste disposal services, including identification, labeling, collection, transportation, and disposal of hazardous wastes in accordance with applicable state and federal laws on an as-needed basis.
2. Consultant shall provide all necessary materials required for proper separation, containerization, handling, storage, transport, and disposal of hazardous waste materials collected by District staff. Consultant must be able to provide an adequate number of recovery drums and absorbent materials for on-site solidification.

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3. Consultant shall ensure that all consultant vehicles shall be properly registered, licensed, and insured and will have necessary permits to safely transport hazardous waste to comply with state and local regulations.
4. Emergency-Urgent Response – Consultant shall be able to respond to emergency hazardous waste spills or can draw on other resources (specialized, state registered hazardous waste sub-contractors) for emergency response to a variety of hazardous waste spills at the request of the District. Emergency-urgent response incidents demand prompt attention and may include, but are not limited to:
 - Emergency collection of hazardous wastes / spill response within two (2 hours) of request.
 - Identification of unknown materials.
5. Consultant shall remain aware of current laws, regulations and analytical requirements for disposal of hazardous wastes at approved California Department of Toxic Substances Control (DTSC)/Environmental Protection Agency (EPA) permitted disposal facilities.
6. Consultant shall be responsible for having the hazardous wastes collected from the District and transported to designated facilities for recycling, fuels blending, treatment, neutralization, transformation, destruction, incineration, or other disposal. The Consultant shall be responsible for maintaining knowledge of any and all changes to applicable laws and regulations and ensuring all transporters and waste facilities are properly permitted.
7. Consultant shall be responsible to determine which disposal methods will be selected to ensure the best and most cost-effective disposal.
8. Consultant shall provide a spill prevention and emergency response plan for all services performed pursuant to its contract with the District.
9. Consultant shall provide training for proper collection/segregation, labeling and storage of hazardous waste with college personnel.
10. Consultant shall provide personal protective equipment for Consultant’s personnel, as well as, absorbents, floor coverings, and other necessary spill containment materials for their work area(s).
11. Consultant shall ensure that all hazardous waste is lawfully and efficiently manifested to the satisfaction of the DTSC, California DOT, US DOT, EPA, and EPA permitted disposal facilities. All waste shall be transported under manifest using the appropriate District Facility EPA generator identification number.
12. Consultant agrees to keep all licenses/permits required by the State and Federal government in effect at all times for the duration of this agreement, and solely responsible to use sub-contractors who are properly licensed and which licensing requirements are up to date and current.
13. The Term of the Agreement will be for three (3) years with an option to extend the agreement by two (2) additional 1-year terms.

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Schedule:

Event / Occurrence	Deadline
District Issues RFP/Q	October 25, 2024
Deadline for Consultant to submit questions regarding this RFP/RFQ	November 1, 2024, by 2:00 p.m.
Deadline for Consultant to submit Proposal	November 12, 2024, by 2:00 p.m.
District to evaluate proposals	November 13 - November 20, 2024
District to prepares recommendation for District Board of Trustees (if applicable)	November 21 – December 2, 2024
Recommendation to Board of Trustees for approval of successful Consultant (if applicable)	December 16, 2024
Start of service	January 1, 2025

Questions:

All questions must be submitted in writing to Melendez_linda@rsccd.edu. The question deadline is indicated in the Schedule above. After this deadline, the District will not answer, address, and/or review any questions interested Consultants may submit. Responses to all questions received prior to the deadline will be provided to all Consultants via emailed addendum.

Service Schedule/Term:

Time is of the essence for this service. The selected Consultant will commence upon receipt of a fully executed agreement and Purchase Order.

Proposal Submission:

Please submit an electronic copy of your proposal (in one (1) combined PDF file) via email to Melendez_linda@rsccd.edu, in accordance with the RFP/Q schedule above. Any proposals received after the established deadlines list above will not be considered. Your proposal shall include:

- Proposed services;
- Qualifications to provide proposed services;
- Current workload and availability;
- List of references, particularly from CA Community College Districts which your firm has provided services to;
- Attached Exhibit A: Fee Schedule including Signature Page.

Failure of Consultant to provide any required documentation or information requested in this RFP/Q may result in the rejection of their proposal.

Sample Purchase Agreement with Terms and Conditions

The District's legal specifications are contained in its Purchase Agreement Template (refer to Exhibit "B" in this RFP/Q). Consultant/Firms will be required to substantially accept the form of Agreement, including the insurance requirements and indemnification provisions therein. PLEASE NOTE: The District will not consider any substantive changes to the form of Agreement.

Insurance Requirements:

Failure of Consultant to provide any required documentation or information requested in this RFP/Q may result in the rejection of their proposal.

It is required that every Consultant providing services to District meet the following insurance requirements.

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The Consultant will be required to file with the District certificates of such insurance and endorsements. Failure to furnish such evidence will be considered default of the Consultant. Consultant agrees to maintain, in full force and effect, at the Consultant's expense the following insurance coverage from an admitted carrier in the State of California with an AM Best Rating of A-VII or higher.

a. Commercial General Liability

Commercial Liability insurance with limits of not less than Two Million Dollars (\$1,000,000) per occurrence / Four Million (2,000,000) aggregate and must include coverage for property damage, bodily injury, personal & advertising injury, products and completed operations, liability assumed under an insured Contract (including tort of another assumed in a business contract), and independent Consultant's liability, written on an "occurrence" form.

b. Workers' Compensation and Employers Liability

Coverage must be at least as broad as that which is required by the State of California, with Statutory Limits. Consultant must also maintain Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease as required by statutory insurance requirement of the State of California.

c. Automotive Liability

Business Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for both bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000). (Business Auto Liability is required when a vendor is operating a vehicle on District premises for other than commute purposes or the vehicle is an integral part of their services).

d. Environmental/Pollution Liability Insurance

Environmental/Pollution Liability Insurance single with limits of not less than One Million Dollars (\$1,000,000) per occurrence

e. Other Insurance Requirements

Consultant agrees to name District, District's Board of Trustees, its officers, agents, and employees as Additional Insured under its policy(ies).

The Certificate(s) of Insurance shall provide thirty (30) days prior to written notice of cancellation.

Consultant Insurance to be Primary. Any insurance or self-insurance maintained by the District, its board of trustees, officials, employees, volunteers, and agents shall be excess of the Consultant's insurance and shall not contribute with it.

Consultant shall deliver Certificate(s) of Insurance and Additional Insured Endorsements(s) evidencing the required coverages to the District, which shall be subject to the District's approval for adequacy of protection. All certificates must be delivered before Work is to commence. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them.

Waiver of Subrogation. Consultant hereby grants to District, its board of trustees, employees, volunteers, and agents a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District, its board of trustees, officials, employees, volunteers, and agents by virtue of the payment of any loss under such insurance. Consultant shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the District, its board of trustees, officials, employees, volunteers, and agents have received a waiver of subrogation endorsement from the insurer.

An Umbrella Liability policy (or Excess Liability) may be used to provide additional Commercial General Liability, Automobile Liability, and Employers' Liability limits to meet

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District's minimum coverage requirements provided all requirements set forth herein are fully satisfied with respect to such policy.

If Consultant maintains broader coverage and/or higher limits than the minimums required herein, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant.

Gift Ban Policy

The District has a Gift Ban Policy (BP-3821) that states that no person who is doing business with or soliciting business from the District shall make any gift to any designated employee who, by virtue of his/her District employment, could make a governmental decision, participate in making a governmental decision, or use his or her official position to influence a governmental decision regarding the pending business of the donor, or who has done any of the above during the twelve (12) months preceding the donation. It is the Consultant/Firm's responsibility to be aware of this policy and to comply with this policy.

The complete policy can be found at the District's website at:

<https://www.rscsd.edu/Trustees/Pages/policies-and-regulations.aspx>

Any proposal submitted to District may be withdrawn, either personally or by written request, signed by the Consultant, at any time prior to the scheduled closing date/time for receipt of proposals. No Consultant may withdraw any proposal for a period of sixty (60) calendar days after the deadline date of **2:00 p.m. on November 12, 2024**. Proposals shall be good for one-hundred and twenty (120) days from the date Proposals are due.

Sincerely,



Linda Melendez
Director, Purchasing Services

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EXHIBIT A

FEE SCHEDULE/SIGNATURE PAGE

Company Submitting Quote:				
Waste Streams	55 gal	30 gal	15 gal	5 gal
Non-RCRA Liquids				
Non-RCRA Solids				
Flammable Liquids				
Flammable Solids				
Hazardous Waste Liquids				
Hazardous Waste Solids				
Oxidizing Liquid/Solid				
Corrosive Liquid/Solid				
Toxic Liquid (Organic/Inorganic)				
Toxic Solid (Organic/Inorganic)				
Flammable/Toxic Liquids				
Flammable/Toxic Solids				
Flammable/Corrosive Liq/Sol.				
Paints				
Aerosols				

Pumping service for water soluble oil
(up to 150 gallons)

Cost/gallon

Replacement Containers:

5 gallon Pail	
15 gallon drum	
30 gallon drum	
55 gallon drum	

Labor/Additional Costs

Labor, Environmental Supervisor:	
Labor, Environmental Technician:	
Labor, Driver	
E-Manifest Fee	
Vermiculite	

Any additional costs (please list below):

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We (I) hereby agree to furnish the referenced items at the prices and terms stated, subject to the instructions and conditions of this bid.

Company Name

Signature of Authorized Representative

Printed Name of Authorized Representative

Address/City/State/Zip Code

Phone/Fax Numbers & Email Address

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EXHIBIT B

SAMPLE PURCHASE AGREEMENT



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Purchase Agreement # NA

This Agreement for the purchase of certain “Goods and Services” is made by and between the Rancho Santiago Community College District (hereinafter “District”), a California community college district and political subdivision of the State of California, located at 2323 N. Broadway, Santa Ana, CA 92706, on behalf of **District Office** and **Enter Supplier Name**, a **Select Supplier’s Entity**, having its principal place of business located at **Enter Supplier’s Address** (hereinafter “Supplier”).

1. Statement of Work

Supplier agrees to provide the Goods and/or Services as more fully described in Attachment A: Statement of Work, referencing this Agreement number, and any and all incorporated documents at the prices set forth herein. District is not obligated to purchase a minimum amount of Goods and/or Services from Supplier. Nothing in the Statement of Work will be construed to prevent District from entering into similar agreements with any third parties, including, without limitation, other parties that may be in competition with Supplier.

2. Term

The term of the Agreement shall be in accordance with the applicable Statement of Work referencing this Agreement number and is subject to earlier termination as provided below. This Agreement may be extended upon the mutual written agreement of the parties.

3. Purchase Order

Unless otherwise provided in this Agreement, Supplier may not begin providing Goods and/or Services, including access or licenses, until District approves a Purchase Order for said Goods and/or Services. District does not make payments in advance of the completion of delivery of Goods and Services.

4. Invoices

Supplier shall be required to submit an invoice in accordance with Section 3 of the General Terms and Conditions to AP@RSCCD.edu.

All payment terms shall be Net 30.

5. Notices

In accordance with Article 16 of the General Terms and Conditions, notices shall be given by personal service or overnight courier service or by U.S. Mail, mailed either by certified or registered mail, return receipt requested, with postage prepaid to the addresses specified below.

To District, regarding all matters, to the address below:

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Name	ATTENTION: VICE CHANCELLOR OF BUSINESS SERVICES
Office	Rancho Santiago Community College District
Address	2323 N. Broadway, Santa Ana, CA 92706

With a copy to the applicable College Vice President or Assistant Vice Chancellor:

Name & Title	Kristin Olson, Vice Chancellor, Human Resources
Department and College	Human Resources, District Office
Address	2323 N Broadway, Santa Ana, CA 92706

With a copy to the applicable Department Administrator:

Name & Title	Don Maus, Director, Risk Management
Department and College	Risk Management, District Office
Phone	714-480-7330
Email	Maus_Donald@rscdd.edu
Address	2323 N. Broadway, Santa Ana, CA 92706

For matters related to breach of Data Protection Exhibit, send a copy to

Name	ATTENTION: Assistant Vice Chancellor, Information Technology Services
Office	Rancho Santiago Community College District
Address	2323 N. Broadway, Santa Ana, CA 92706

To Supplier:

Name & Title	Enter Supplier's contact's name and title for notice
Company	Enter Company name
Phone	Enter phone number
Email	Enter Email address
Address	Enter Address

6. Federal Funding

Are federal and/or state funds being utilized for this Agreement? Yes

7. Follow-on Restriction

If the Goods and/or Services involve consulting services, Supplier understands and agrees that Supplier cannot later be considered for any contract work to perform "required, suggested, or otherwise deemed appropriate" service flowing out of the consulting services performed pursuant to this Agreement.

8. Insurance

Supplier shall deliver the PDF version of the Certificate of Insurance and all additional insured endorsements to Purchasing

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Services at purchasing@rscdd.edu by email with the following text in the subject field: CERTIFICATE OF INSURANCE – Enter Supplier’s Name.

9. Record Keeping

Records created pursuant to the Agreement that contain personal information about individuals (including statements made by or about individuals) may become subject to the California Information Practices Act of 1977 (Civil Code §§ 1798 through 1798.78), which includes a right of access by the subject individual. While ownership of confidential or personal information about individuals is subject to negotiated agreement between District and Supplier, records will normally become District’s property, and subject to state law and District policies governing privacy and access to files. When collecting the information, Supplier must inform the individual that the record is being made, and the purpose of the record. Use of recording devices in discussions with employees is permitted only as specified in the Statement of Work.

10. Incorporated Documents

The following documents are incorporated and made a part of the Agreement by reference as if fully set forth herein, listed in the order of precedence following the Agreement:

- Attachment A Statement of Work
- General Terms and Conditions, dated November 9, 2023
- Data Protection Exhibit ****Contracts Management Services will delete if inapplicable
- Service Level Agreement Exhibit **** Contracts Management Services delete if inapplicable
- Governmental Accounting Standards Board Statement No. 96 Form (hereinafter “GASB SBITA form”) **** Contracts Management Services delete if inapplicable
- Other (specify): Enter Additional Attachments or “N/A” if inapplicable

General Purchase Terms and Conditions can be found here:

https://www.rscdd.edu/Departments/BusinessServices/Documents/General%20Purchase%20Terms%20and%20Conditions%20V1_11092024.pdf

11. Entire Agreement

This Agreement, including all incorporated documents, contain the entire agreement between the parties and supersede all prior written or oral communications or agreements with respect to the subject matter herein.

The Agreement is signed below by the parties’ duly authorized representatives.

RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT

ENTER SUPPLIER

Signature

Date

Signature of Supplier

Date

Enter Signatory Name and Title

Name, Title

Name, Title

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ATTACHMENT A: STATEMENT OF WORK

This Statement of Work (“SOW”) is issued pursuant to Purchase Agreement or Bid Number #Enter Contract Number/Bid number or “N/A” if inapplicable dated Enter Date between District and Supplier (“Agreement”).

1. Term of SOW

This SOW will begin on Enter start date of work (“Effective Date”) and continue through Enter end date of work (“Expiry Date”). This SOW may not be renewed or otherwise amended except as set forth in the Agreement.

2. Description of Goods and/or Services and Completion Timeframe

----To insert additional lines in the table below, click on the blue + sign at the end of the line item.----

Supplier Obligations				
Line Item	Deliverables	Description	Completion Date or Timeframe	Cost
1	See Exhibit A	See Exhibit A	Specific dates are best; can be stated as “Week 1”, “Week 2”, etc.	Insert the dollar value of each deliverable.

3. Pricing, Invoicing Method, and Settlement Method and Terms

Pricing is addressed below. ----Insert accordingly----

- a) “Fixed Price Services” to be rendered under this SOW, including Goods and/or Services to be provided as part of Fixed Price Services, are described in this section as: Insert Fixed Price Here

---OR---

- b) “Time and Materials Services” to be rendered under this SOW, including Goods and/or Services to be provided as part of Time and Materials Services are not to exceed: Insert not to exceed dollar amount here
- c) The rates applicable to each person who will render Time and Materials Services are as follows:

----To insert additional lines in the table below, click on the blue + sign at the end of the line item.----

Name of Person Rendering Services	Rate per Hour/Day	Estimated Duration	Extended Cost of Fees (in USD)
Enter Name	Can include time and materials using hourly rate, whether there is a “not to exceed” cap, or a flat fee	Specify duration (e.g., 120 hours, 3 months, or 1 year	Specify dollar amount
Estimated Maximum Cost:			Specify max cost

- d) OPTIONAL: Outline payment schedule as needed: what percent must be paid at what times, including milestones. Otherwise, simply put “N/A”.

4. District Obligations

N/A

5. Place(s) of Performance

Santa Ana College Campus and Santiago Canyon College Campus

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6. Key Personnel

Supplier's Account Manager is listed below, is subject to District approval, and has overall responsibility for managing the District/Supplier relationship:

Name & Title	Enter Supplier Account Manager name and title.
Company	Enter Supplier Company name.
Phone	Enter Supplier phone number.
Email	Enter Supplier email.
Address	Enter Supplier address.

Subcontractors authorized to provide Goods and/or Services under this SOW:

Name of Subcontractor	Goods and/or Services the Subcontractor will provide
NA	NA

The District's contact, responsible for acceptance/rejection of project results/deliverables, is:

Name & Title	Don Maus, Director, Risk Management
College & Department	Risk Management, District Office
Phone	714-480-7330
Email	Maus_Donald@rscdd.edu
Address	2323 N. Broadway, Santa Ana, CA 92705a

7. Acceptance Criteria and Testing

If applicable, provide details of the Acceptance Criteria and testing which each Good and/or Service must meet and any milestone for any Good and/or Service in order for the District to accept completion of the Good and/or Service. If not, enter "N/A".

8. Changes to the Statement of Work

District may desire to change the Goods and/or Services following execution of this SOW. If so, District will submit a written Amendment to Supplier describing the changes in appropriate detail. If an Amendment does not require Supplier to incur any additional material costs or expenses, then Supplier will make the modification within ten (10) business days of Supplier's receipt of District's Amendment. If an Amendment does require that Supplier incur additional material costs or expenses, then Supplier in good faith will provide District with a written, non-binding assessment of the costs and expenses and the time required to perform the modifications required by the Amendment, within ten (10) business days of Supplier's receipt of District's Amendment. District will notify Supplier in writing within ten (10) business days after receipt of Supplier's response to the Amendment as to whether District accepts Supplier's assessment of the costs, expenses, and timeline for completion. After written acceptance by the District and approval of the Amendment by the District's Board of Trustees, District will compensate Supplier for implementation of an Amendment in accordance with the terms and conditions of the relevant Amendment. All other terms and conditions of the Agreement shall remain in full force and effect.

---END STATEMENT OF WORK---

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