BID NO. 296 D

FIVE-YEAR CONTRACT
FOR TRASH REMOVAL

FOR

THE COLLEGES OF THE
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT:

SADDLEBACK COLLEGE
28000 MARGUERITE PARKWAY, MISSION VIEJO, CA 92692

IRVINE VALLEY COLLEGE
5500 IRVINE CENTER DRIVE, IRVINE, CA 92618

AND

ATEP
15445 LANDSDOWNE ROAD
TUSTIN, CA 92782

BID DEADLINE – APRIL 10, 2012
TIME - 2:00 P.M.
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* Must be returned at the time of bid.
+ Items that the successful bidder
NOTICE INVITING BIDS

Bid No. 296D

Notice is hereby given that the South Orange County Community College District will receive up to but no later than 2:00 P.M., April 10, 2012 sealed bids for the following:

FIVE-YEAR CONTRACT FOR TRASH REMOVAL SERVICES FOR SADDLEBACK COLLEGE, IRVINE VALLEY COLLEGE, AND ATEP COLLEGE

Bids should be mailed to the South Orange County Community College District at 28000 Marguerite Parkway, Mission Viejo, California 92692, Attention: Purchasing Department, or hand delivered to the Purchasing Department, Health Sciences building, 3rd Floor, 28000 Marguerite Parkway, Mission Viejo, California 92692. Complete descriptions, specifications, and conditions governing the bidding may be secured from the Purchasing Department at the above address.

No bidder may withdraw his bid for a period of 120 days after the date set for the opening of bids. The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding.

Brandy K. D’Lena
Director
Facilities Planning & Purchasing

PUBLISH: THE REGISTER

March 16, 2012 &
March 23, 2012
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
28000 Marguerite Parkway
Mission Viejo, CA 92692

REQUEST FOR BIDS

For
FIVE-YEAR CONTRACT FOR TRASH REMOVAL
AT SADDLEBACK COLLEGE, IRVINE VALLEY COLLEGE AND ATEP
Beginning July 1, 2012

I.  BACKGROUND

The South Orange County Community College District (DISTRICT) is inviting vendors to bid on Five-year contract(s) for trash removal at Saddleback College, Irvine Valley College, and ATEP College on a five-day Monday-Friday daily schedule. The contract(s) will start July 1, 2012 and end on June 30, 2017.

II.  SCOPE OF PROPOSAL

Bids are requested for the following.

CONTRACTOR shall provide 3 cu. Yd. Size bins with plastic safety lids in quantities specified for each campus and daily pick up (Monday through Friday). CONTRACTOR shall process the waste to separate and recycle all recyclables. Bids shall indicate the minimum percentage to be diverted from the waste stream. CONTRACTOR shall provide certification on a quarterly basis demonstrating the percentage of diversion. The report shall include copies of weight slip from the landfill operator and recycled material receiver. CONTRACTOR shall provide on an on-call basis 40 cu. yd. open top containers, pick up, and process the waste.

Contract includes processing all waste to separate recyclables and minimize the amount of solid waste taken to the landfill. Processing should be done by the CONTRACTOR at a facility off campus. The DISTRICT will not consider bids that include sorting the waste by DISTRICT personnel.

SPECIAL INSTRUCTIONS & CONDITIONS

1.  BIDS: All prices and quotations shall be typewritten or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections inserted adjacent to and shall be initialed in ink by the person signing the bid. Verify your bids before submission as they cannot be withdrawn, corrected altered or signed after public opening. The Board of Trustees will not be responsible for errors or omissions on the part of the bidders in making up their bids. Bid on each item separately; prices must be stated in units specified hereon. Wherever practicable, prices quoted shall be net including all trade discounts.
Bids shall remain open and valid and subject to acceptance any time within 120 days after the bid opening date unless otherwise stipulated. The District may issue a purchase order for an individual item or combination of items whichever is to the best interest of the District; may reject any or all bids or any part of a bid; or may waive any informality in a bid.

2. **TAXES:** Prices quoted shall include California State Sales and all applicable taxes.

3. **BID OPENINGS:**

   **BIDS SHALL BE RECEIVED UP TO BUT NOT LATER THAN**
   
   2:00 PM ON April 10, 2012

   South Orange County Community College District
   Attention: PURCHASING DEPARTMENT
   28000 Marguerite Parkway
   Health Sciences Building, 3rd. Floor
   Mission Viejo, California 92692

   Bids must be received by the day and time specified. Bids delayed in the mail and not received by the time set cannot be considered. Any bid received after the scheduled time of opening shall be returned unopened to the bidder.

   By submitting a bid, each bidder agrees that the District, in determining the successful bidder and its eligibility for the award, may consider the bidder’s experience and facilities, conduct and performance under other contracts, financial performance of the work. To this end, each bid shall be supported by the statement of the bidder’s experience as of recent date on the form entitled “INFORMATION REQUIRED OF BIDDER.”

4. **HOLD HARMLESS:** The successful bidder awarded the contract shall indemnify and hold harmless the District, its governing board, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

   (a) Liability for damages for (1) death or bodily injury to persons; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the bidder upon or in connection with the work called for in this Project, except for liability resulting from the sole active negligence, or willful misconduct of the DISTRICT.

   (b) Any injury to or death of person(s) or damage to, loss or theft of any property caused by any act, omission, neglect, or default of the bidder, or any person, firm or corporation employed by the bidder, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Project, whether said injury or damage occurs either on or off DISTRICT property, if the
liability arose from the negligence or willful misconduct of anyone employed by
the bidder, either directly or by independent contract.

The bidder, at bidder’s own expense, cost, and risk shall defend at DISTRICT’s
request, any and all actions, suits or other proceedings that may be brought or
instituted against the DISTRICT, its governing board, its officers, agents or
employees, or any such claim or liability, and shall pay or satisfy any judgment that
may be rendered against the DISTRICT, its governing board, its officers, agents or
employees in any action, suit or other proceedings as a result thereof.

5. **INSURANCE:** CONTRACTOR shall maintain in full force during the term of this
contract the types of insurance described in the Agreement in the amounts indicated
therein.

The South Orange County Community College District shall be added as an
additional insured on all insurance policies required by this paragraph as respects
work done by the CONTRACTOR under the terms of this contract. A certificate of
insurance must be submitted to the District prior to July 1, 2012 and annually thereof
to the College Director of Facilities. The certificate must be accompanied by an
endorsement naming the District as additional insured.

6. **SPECIAL CONDITIONS:**

   (a) Unless otherwise noted, 3 cubic yard bins shall be serviced once a day, five days
   a week. Normal pickup time shall be between 6:00 a.m. and 8:00 a.m. At
   Saddleback College, bins located at the Library (3) and Sciences/Math Building
   (2) must be serviced before 7:00 a.m.

   (b) All high-sides and low-boys requested to be emptied must be serviced within 48
   hours of request.

   (c) Newly requested high-sides or low-boys must be delivered within 24 hours of
   request.

   (d) Additional 3 cubic yard bins as requested by the colleges must be delivered
   within 48 hours of request.

   (e) When broken wheels are reported, CONTRACTOR must repair them within 48
   hours.

   (f) When graffiti is reported on the bins, the CONTRACTOR shall paint or replace
   the bin within 48 hours.

   (g) The daily waste collector shall ensure that the lids to the bins are in the closed
   position prior to putting the bins back in place.

   (h) The daily waste collector driver shall not be allowed to compact the truck load
   within campus. If absolutely necessary, driver must coordinate with the
   respective M&O staff at each college an appropriate location for compacting the
   load.

   (i) Trash collection vehicles must be serviced regularly and comply with
   CALTRANS emissions requirements as well as the requirements of the cities of
   Irvine, Mission Viejo and Tustin. CONTRACTOR shall provide Colleges
   Director of Facilities or designee with proof of vehicle service annually.
(j) The colleges must be notified in advance if, due to special circumstances, the waste hauler is going to miss a day of service.

(k) On special projects involving high-sides and low-boys (e.g. construction projects or sport field renovation) the District reserves the right to temporarily use (during the duration of the project) alternate waste haulers if CONTRACTOR fails to meet any delivery schedules.

(l) At Irvine Valley College, CONTRACTOR shall provide, at no additional charge one 3 cu yd bin for recycling white paper. Location to be determined by the Director of Facilities or designee.

(m) As the colleges’ needs may vary during the term of the agreement, additional 3 cu yd bins may be required. CONTRACTOR shall provide additional bins at the prices quoted on the Bid Form. Similarly, if a bin is deleted, CONTRACTOR shall adjust the charges using the unit prices quoted.

7. TRASH CONTAINERS SUPPLIED BY CONTRACTOR: Will be new or refurbished three cubic yard steel, watertight bins with plastic lids. The contractor will be responsible for keeping all bins clean and repaired to comply with all local health laws and regulations. Should the DISTRICT find a container in poor and unacceptable condition, the contractor shall replace the bin with another that the DISTRICT finds acceptable. Other sized bins may be requested.

8. AGREEMENT: The Agreement, which the successful bidder, as CONTRACTOR will be required to execute, is attached, and should be carefully examined by the bidder.
BID FORM

Name of Bidder: ____________________________

To: South Orange County Community College District, acting by and through its Governing Board, herein called the “DISTRICT”:

1. Pursuant to your Notice to Contractors Calling for Bids and the other documents relating thereto, the undersigned Bidder, having become familiarized with the terms of the complete contract, as defined in the Agreement, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the complete contract and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a good workmanlike manner all of the work required, in conformance with applicable safety orders, in connection with the following:

Project: FIVE YEAR CONTRACT FOR TRASH REMOVAL
SADDLEBACK COLLEGE, IRVINE VALLEY COLLEGE & ATEP

Project No.: 296 D

all in strict conformity with the complete contract, as defined in the Agreement, including Addenda Nos. ____________, ____________, ____________, and ____________ for the following amounts:

BASE BID NO. 1

SADDLEBACK COLLEGE

Twenty one (21) 3-cu. yd. Bins with lids, five (5) pick ups per week. Waste processing and recycling recyclables.........................................................$___________/bin/month

One (21) 3-cu. yd. Bin with lid, three (3) pick ups per week (MWF). Waste processing and recycling recyclables.........................................................$___________/bin/month

Unit price for one forty (40) cu. yd High-Side bin or as needed basis. Waste processing and recycling recyclables.........................................................$___________/bin
Unit price for one Low-Boy bin or as needed basis. Waste processing and recycling recyclables..............................................$___________/bin

Minimum ________% diverted from waste stream

Price adjustment shall not exceed _________% annually

**BASE BID NO. 2**

**IRVINE VALLEY COLLEGE**

Nine (9) 3-cu. yd. Binds with lids, five (5) pick ups per week. Waste processing and recycling recyclables..............................................$___________/bin/month.

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

Unit price for one Low-Boy bin or as needed basis. Waste processing and recycling recyclables..............................................$___________/bin

Minimum ________% diverted from waste stream

**BASE BID NO. 3**

**ATEP**

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

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

Unit price for one Low-Boy bin or as needed basis. Waste processing and recycling recyclables..............................................$___________/bin

Minimum ________% diverted from waste stream

Price adjustment shall not exceed _________% annually

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

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

Date:______________________________
Name of Bidder: ________________________________

Signed by: ________________________________________

Print Name: _______________________________________

Business Address:____________________________________

Phone:______________________ FAX:_______________________
INFORMATION REQUIRED OF BIDDER

The Bidder shall furnish all the following information accurately and completely. Failure to comply with this requirement will render the proposal informal and may cause its rejection. Additional sheets may be attached if necessary. “You” or “your” as used herein refers to the bidder’s firm and any of its owners, officers, directors, shareholders, parties or principals. District has the discretion to request additional information.

A. General Information

(1) Firm name and address:

______________________________________________________________________
______________________________________________________________________
______________________________________________________________________

(2) Telephone: _____________________________ FAX No. ________________________

(3) Type of firm: (check one)

Individual ______  Partnership ______  Corporation ______

(4) Have you ever operated a trash and recycling service under a different name? ________
If yes, give name and details:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

(5) Names and titles of all officers of the firm:

________________________________________  ________________________________

________________________________________  ________________________________

________________________________________  ________________________________

(6) Number of years in providing trash and recycling services: ____________

(7) Have you been in litigation on a question relating to your performance on a contract
during the past five (5) years? ________ If yes, explain, and provide case name and number.

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
Has any of your contracts to provide trash and recycling services been terminated by the owner within the last five (5) years? ______ If so, give owner and details:
_______________________________________________________________________
_______________________________________________________________________
_______________________________________________________________________

Do you now or have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of the District or the Associated Student Body? ______ If so, please elaborate:
_______________________________________________________________________
_______________________________________________________________________
_______________________________________________________________________

B. **List of References**

The following information contain persons or entities familiar with the Bidder’s Work:

1. Name of Agency: ________________________________________________________
   
   Agency Address: ________________________________________________________
   
   ______________________________________________________________________
   
   Telephone: ___________________________ FAX: ___________________________
   
   Contact Person: _________________________________________________________
   
   Type of services provided: _______________________________________________
   
   Dates services provided: _________________________________________________

2. Name of Agency: ________________________________________________________
   
   Agency Address: ________________________________________________________
   
   ______________________________________________________________________
   
   Telephone: ___________________________ FAX: ___________________________
   
   Contact Person: _________________________________________________________
   
   Type of services provided: _______________________________________________
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| **3. Name of Agency:** | ____________________________ |
| **Agency Address:** |   |
| |   |
| |   |

| **Telephone:** | ________________ | **FAX:** | ________________ |
| **Contact Person:** |   |
| **Type of services provided:** |   |
| **Dates services provided:** |   |

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this _____ day of _____________, 20 ____, at __________________ State of __________________.  

City, County  

______________________________  
(Company Name)  

______________________________  
(Name)  

______________________________  
(Signature)  

______________________________  
(Title)
AGREEMENT
For
TRASH COLLECTION SERVICES

THIS AGREEMENT, is made this 1st day of July 2012, by and between the South Orange County Community College District, hereinafter referred to as “DISTRICT”, and ____________________________, a California corporation, hereinafter referred to as “CONTRACTOR”.

1. SCOPE

The trash collection services CONTRACTOR hereby agrees to provide trash collection services at Saddleback College, Irvine Valley College and ATEP during the term of this Agreement, including providing bins, picking up and disposing of trash as called for in the Notice Calling for Bids, Request for Bids, Bid Form, and as agreed herein.

2. TERM

The term of this Agreement shall commence on the 1st day of July 2012 and shall terminate on 30th of June 2017

3. CONTRACTOR’S RESPONSIBILITIES

CONTRACTOR shall be responsible for all items set forth below:

(a) Providing three (3) cu. yd. bins with plastic lids in the quantities specified and at the locations indicated by the DISTRICT.

(b) Daily pick up of trash bins from Monday through Friday, between the hours of 6:00 a.m. and 8:00 a.m. At Saddleback College, bins located at the Library (3) and Sciences/Math Building (2) must be serviced before 7:00 a.m.

(c) Processing waste at a processing center to separate recyclables and recycle all recyclables.

(d) Providing quarterly certification demonstrating percentage of diversion. Reports to include copies of weight slip from the landfill operator and recycled material receiver.

(e) Maintaining refuse collection containers clean and disinfected as necessary to avoid odors, prevent the attraction of insects, and avoid unsightly appearance. Containers damaged or badly scarred shall be repainted or replaced as requested by the DISTRICT.

(f) All high-sides and low-boys requested to be emptied must be serviced within 48 hours of request.
(g) Newly requested high-sides or low-boys must be delivered within 24 hours of request.

(h) Additional 3 cubic yard bins as requested by the colleges must be delivered within 48 hours of request.

(i) When broken wheels are reported, CONTRACTOR must repair them within 48 hours.

(j) When graffiti is reported on the bin, the CONTRACTOR shall paint or replace the bin within 48 hours.

(k) The daily waste collector shall ensure that the lids to the bins are in the close position prior to putting bins back in place.

(l) The daily waste collector driver shall not be allowed to compact the truck load within campus. If absolutely necessary, driver must coordinate with the respective M&O staff at each college an appropriate location for compacting the load.

(m) Trash collection vehicles must be serviced regularly and comply with CALTRANS emissions requirements as well as the requirements of the cities of Irvine, Mission Viejo and Tustin. CONTRACTOR shall provide colleges with proof of vehicle service.

(n) The colleges must be notified in advance if, due to special circumstances, the waste hauler is going to miss a day of service.

(o) On special projects involving high-sides and low-boys (e.g. construction projects or sport field renovation) the District reserves the right to temporarily use (during the duration of the project) alternate waste haulers if CONTRACTOR fails to meet any delivery schedules.

(p) At Irvine Valley College, CONTRACTOR shall provide, at no additional charge one 3 cu yd bin for recycling white paper.

(q) As the colleges’ needs may vary during the term of the agreement, additional 3 cu yd bins may be required. CONTRACTOR shall provide additional bins at the prices quoted on the Bid Form. Similarly, if a bin is deleted, CONTRACTOR shall adjust the charges using the unit prices quoted.
4. **DISTRICT'S RESPONSIBILITIES**

The DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of the CONTRACT subject to any additions or deductions as provided in the contract documents, the following amounts:

5. **PRICES**

Prices may be adjusted annually, starting on July 1 of each year. Prices shall be adjusted using the Consumer Price Index (CPI) but annual adjustments shall not exceed __%.

6. **FAILURE TO PICK UP**

Failure to empty any container on the assigned day will result in a deduction from the monthly billing of one fifth of the weekly rate, per bin and per day.

7. **INDEPENDENT CONTRACTOR**

CONTRACTOR is and shall at all times be deemed to be an independent CONTRACTOR and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the DISTRICT and CONTRACTOR or any of CONTRACTOR’s agents or employees. CONTRACTOR assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. CONTRACTOR, its agents and employees shall not be entitled to any rights or privileges of DISTRICT employees and shall not be considered in any manner to be DISTRICT employees.

8. **LICENSES**

It is expressly understood that the CONTRACTOR assumes sole responsibility for the observances of, and so observes and complies with all provisions of federal, state, and local laws relating to or governing the operation of trash collection services. All licenses and permits shall be obtained, displayed, and paid for by the CONTRACTOR.

9. **TAXES**

The CONTRACTOR assumes complete liability for all taxes applicable to the operations, income and transactions of the CONTRACTOR. The DISTRICT shall not be liable and will not make reimbursement to the CONTRACTOR for any tax imposed either directly or indirectly upon the CONTRACTOR by any authority by reason of this AGREEMENT or otherwise.
10. **INSURANCE**

A. CONTRACTOR shall maintain in full force during the term of this contract the following types of insurance:

- General Liability and Auto Insurance including injuries and accidental death, to any one person in an amount not less than $2,000,000.
- Property Damage Insurance in an amount not less than $2,000,000.
- Worker’s Compensation Insurance covering all CONTRACTOR’S employees connected with the performance of this contract.

B. These policies shall name the DISTRICT as an additional insured and shall contain a covenant requiring thirty (30) days written notice to the DISTRICT before cancellation, reduction or other modification of coverage. These policies shall contain a primary and non contributing with any insurance carried by the DISTRICT and shall contain a sever ability of interest’s clause with respect to gross liability, protecting each named insured as though a separate policy had been issued to each. Certificates of the above policies shall be furnished to the Colleges Director of Facilities annually together with an endorsement naming the District as additional insured.

11. **HOLD HARMLESS CLAUSE**

CONTRACTOR shall indemnify and hold harmless the DISTRICT, its governing board, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of.

(a) Liability for damages for (1) death or bodily to person(s); (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the bidder upon or in connection with the work called for in this Agreement, except for liability resulting from the sole active negligence, or willful misconduct of the DISTRICT.

(b) Any injury to or death of any person(s) or damage to, loss or theft of any property caused by any act, omission, neglect, or default of the bidder, or any person, firm or corporation employed by the bidder, either directly or by independent contract, arising out of, or in any way connected with the work covered by this contract, whether said injury or damage occurs either on or off DISTRICT property, if the liability arose from the negligence or willful misconduct of anyone employed by the bidder, either directly or by independent contract.

The CONTRACTOR, at CONTRACTOR’s own expense, cost, and risk shall defend at DISTRICT’s request, any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its governing board, its officers, agents
or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its governing board, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

12. **ASSIGNMENT/ADVERTISEMENT**

   A. The Agreement shall not be assigned by the CONTRACTOR in whole or in part without the express written consent of the DISTRICT nor shall the CONTRACTOR have the right to authorize or permit the use of the DISTRICT Facilities by third parties without the express written consent of the DISTRICT, and the CONTRACTOR shall not use Facilities for purposes not relating to the DISTRICT activities without prior written consent of the DISTRICT.

   B. In no instance shall the DISTRICT name be used by the CONTRACTOR in connection with any advertising or promotions without the specific prior written consent of the DISTRICT.

13. **TERMINATION**

   A. DISTRICT shall reserve the right to cancel and terminate this Agreement in its sole discretion within ninety (90) days written notice to CONTRACTOR.

   B. In the event the CONTRACTOR fails to carry out or comply with any of the terms and conditions of this Agreement or any amendments thereto, the DISTRICT reserves the right to demand remedy of any default within ten (10) days of receipt of written notice of default.

   C. In the event the CONTRACTOR fails to remedy the default within the specified period, the DISTRICT shall have the right to cancel and terminate this Agreement. Termination shall be in writing and shall be effective as of the date of the termination letter. In such case, it shall be CONTRACTOR’S responsibility to continue operation and services until relieved by a subsequent vendor chosen by the DISTRICT (not to exceed sixty (60) days).

   D. In the event that the CONTRACTOR fails to maintain and keep in force general liability insurance, worker’s compensation insurance or any licenses and permits as required, the DISTRICT shall have the right to cancel and terminate this Agreement forthwith and without notice.

14. **AMENDMENT**

   The terms, conditions, rates and provisions of the contract between the DISTRICT and CONTRACTOR may be amended by mutual consent of the parties from time to time by written modification only.
15. **FORCE MAJEURE**

CONTRACTOR shall notify the DISTRICT immediately of any material delay in performance of specified service or operations and shall specify in writing the proposed revised performance date within five (5) days after the notice of delay. CONTRACTOR shall not be liable for delays in performance due to causes beyond its reasonable control, but it will be liable for delays due to its fault or negligence.

16. **NOTICE**

Any notice required under the contract shall be in writing and may either be given by personal delivery or sent by certified mail to the following:

**CONTRACTOR:**

_______________________  
President

_______________________  
South Orange County Community College District

**DISTRICT:**

Dr. Debra L. Fitzsimons  
Vice Chancellor

_______________________  
28000 Marguerite Parkway  
Mission Viejo, CA 92692

17. **NON-DISCRIMINATION**

In the performance of this Agreement, the CONTRACTOR shall not discriminate against any person, employee or applicant for employment and/or service because of race, creed, color, sex, handicap, or national origin: and shall comply with all federal, state, and local laws, regulations, and ordinances regarding equal employment opportunities and DISTRICT’S adopted affirmative action policy.

18. **COMPREHENSIVENESS**

A. If any provision of the Agreement as applied to either party or to any circumstance, shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of the Agreement or its validity or enforceability.

B. The complete contract includes all contract documents, including the Request for Bids, Bid Form, Information Required of Bidder, Insurance Policies, Contractor’s Certificate Regarding Worker’s Compensation, this Agreement, and all modifications and amendments thereto, by this reference incorporated herein. The contract documents are complementary and what is called for by one shall be as binding as if called for by all.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CONTRACTOR: SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT:

By: ___________________________  By: ___________________________
Signature

_________________________  Dr. Debra L. Fitzsimons
Title  Vice Chancellor

_________________________
South Orange County Community College District

_________________________
28000 Marguerite Parkway

_________________________
Mission Viejo, CA 92692
Mandatory PreBid Conference

at SSC RM 211

Submit Bid
to Facilities, Planning
& Purchasing Dept.
Located at Bldg. HS , 3rd Floor

Saddleback College
28000 Marguerite Parkway
Mission Viejo, CA 92692
Advanced Technology & Education Park (ATEP)
South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692-3625