

Oakland Unified School District
Department of Custodial Services
900 High Street Oakland CA 94601

REQUEST FOR QUALIFICATIONS AND PROPOSALS (RFQ/P)

Solid Waste Handling and Recycling & Composting Services

January 15, 2020 (Issued)

Responses must be received February 6, 2020, no later than 2:00 p.m.

The Oakland Unified School District ("District") is requesting proposals from experienced firms, partnerships, corporations, associations, persons or organizations ("Contractors") to furnish to the District solid waste handling services that includes landfill, recycle and compost services, direct support to assist our schools sorting program preparation, education and implementation that builds off of our comprehensive Green Gloves Solid Waste Management Program and hosting an Annual Career Day.

Interested firms are invited to submit a completed Statement of Qualifications ("SOQ") along with the Fee Proposal (collectively "RFQ/P Packet") as described below, with one (1) unbound original, five (5) bound copies and a PDF version on a flash drive of requested materials to:

Oakland Unified School District
Roland Broach, Director of Custodial Services
Department of Custodial Services
900 High Street, Oakland, CA 94601

Oral, telegraphic, facsimile, telephone or email RFQ/P Packets will not be accepted. RFQ/P Packets received after this date and time will not be accepted and returned unopened. The District reserves the right to waive any informalities or irregularities in the RFQ/P Packets. The District also reserves the right to reject any and all RFQ/P Packets and to negotiate contract terms with one or more Respondents.

If you have any questions regarding this RFQ/P please email Kenya Chatman, Acting Director at kenya.chatman@ousd.org, and cc: to Colland Jang, School Facilities Planning Consultant at colland.jang@ousd.org.

LOCAL, SMALL LOCAL AND SMALL LOCAL RESIDENT BUSINESS ENTERPRISE

PROGRAM The Local Business Utilization Policy requires that there is a mandatory fifty percent (50%) LBU participation with a 25% or less Local Business (LBE) participation and a 25% or more Small Local or Small Local Resident Business (SLBE/SLRBE) participation for all capital program/construction-related contracts and professional services agreements. The full version of OUSD's latest Local, Small Local and Small Local Resident Business Enterprise Program can be found by going to the OUSD home page: ousd.org > Offices and Programs > Facilities Planning & Management Department > For Contractors and Developers > Bids and Requests for Proposals > Bid Information > 2014 Amendment to Local Business Participation Policy.

Schedule of Activities

Listed below is the "Schedule of Activities" which outlines pertinent dates of which firms responding to this solicitation should make themselves aware.

DATE	ACTIVITY
January 15, 2020	RFQ/P Issued.
N/A	Non-Mandatory Pre-Proposal Meeting
January 22, 2020	Submit Statement of Interest with contact information (emails acceptable).
January 29, 2020	Written requests for Interpretation, Correction or Modification are due.
February 3, 2020	District will provide written responses to requests for clarification.
February 6, 2020	Proposals Due by 2:00 p.m.
TBD	Interviews of Short Listed Firms.
(TBD) March 2020	Board Meeting – tentative approval of Contract.
(TBD) March 2020	Tentative Notice to Proceed issued to Contractor.

REQUEST FOR QUALIFICATIONS & PROPOSALS

The purpose of this Request for Qualification and Proposals (RFQ-P) is to solicit Proposals from a solid waste management company that can provide the District with all the services necessary to collect and process the District's solid waste (including at minimum, garbage, compostable and commingled recyclables). The District intends to select one or more contractors through this RFQ-P process that are believed to be able to provide the best value to the District. The selected Contractor or Contractors will manage a comprehensive Solid Waste Management Program ("SWMP") that assists the District's Green Gloves Program that implements waste management best practices to promote source reduction, recycling and composting, and environmentally-safe transformation and environmentally-safe land disposal. The successful Contractor shall also make recommendations to the District on procedures to implement to attain this objective.

A. OAKLAND UNIFIED SCHOOL DISTRICT BACKGROUND

During the 2018-19 School Year, the Oakland Unified School District ("District") served approximately 50,100 students from kindergarten through grade 12, as well as child development centers and adult education. The District's approximately 90 campuses are located throughout the same geographic area as the City of Oakland, housing 121 individual schools (87 District-Run and 34 District-Authorized Charters). Additional information about the District is available at www.ousd.org.

B. SERVICES

1. Collection (in frequency sufficient to serve the needs of the District as determined in conjunction with the District) and appropriate disposal of non-hazardous solid waste.
2. Provision by the Contractor of front-loading metal bins with lockable lids and drain plugs for the consolidation of non-hazardous solid waste – to be provided in size, type (wheeled/non-wheeled) and number appropriate for each site.

Provisions to provide rolling carts to be serviced at select sites that cannot accommodate front-loading bins due to space constraints that can include landfill, compost and recycle collection.

Provisions to provide roll-off boxes that may also require covers for ongoing service to sites.

Provisions to provide roll-off boxes as an on need request at various sites.

Contractor will replace, at no cost to the District, any lost and/or broken recyclables, compostables or landfill containers used for service collection.

3. Collection, weekly or more frequent depending on site needs (and processing or delivery to a processor) of commingled recyclables (Fiber: newspaper, junk mail, magazines, cardboard etc. Containers: glass bottles, aluminum, bi-metal and steel cans, #1 & #2 plastic bottles).
4. Collection of compostables that is weekly or more frequent depending on site needs.
5. Provision by Contractor of a dedicated Customer Service Representative who is the main liaison to the District and who is authorized to visit sites, change service levels with consent of our Custodial Dept leads, address customer service problems, etc.

that aligns with our District Green Gloves Program.

6. Provision by Contractor of a dedicated Educational and Technical Assistance Representatives who is authorized to visit sites to perform site assessments, give recommendations and provide education and awareness to the school communities and Oakland Unified District employees on waste reduction and sorting programs that aligns with our District Green Gloves Program.

The Educational and Technical Assistance Representative will work and assist at a minimum of ten (10) and up to (20) schools per each fiscal year to increase overall waste diversion. Contractor will assign this representative to focus exclusively on OUSD's sites for no less than 20 hours a week. The representative will work with OUSD Custodial Services and Sustainability Manager to jointly identify and prioritize District schools with the greatest training and assistance needs with the objective of maximizing waste diversion and sorting practices at all OUSD sites.

7. Both landfill, compostables and recyclables are to be collected from all District sites including, without limitation, the District's schools, administrative offices, maintenance facilities, warehouse, nutritional services departments and other facilities in the District.
8. Contractor is to provide quarterly waste diversion data that includes individual sites as well as district wide details. The data provided will need to be customized to suit the needs our District that is to be coordinated with our Sustainability Manager. This information is to guide the work towards increasing the diversion rate to meet the District goals. Provisions by Contractor to support and assist with meeting and maintaining county and state mandates for schools and district to be in compliance and where applicable to exceed on requirements. State Legislation: AB341, AB1826, SB1383 and Alameda County Mandates; 2012-01 and 2008-01

AB 341 requires a business that generates 4 cubic yards or more of commercial solid waste per week to arrange for recycling services.

AB 1826 requires businesses to recycle their organic waste on and after April 1, 2016, depending on the amount of waste they generate per week.

SB 1383--The law directs the state's Department of Resources Recycling & Recovery (CalRecycle) to adopt regulations and requirements to achieve a 50 percent reduction in organic waste disposal by 2020 and a 75 percent reduction by 2025. The law further requires that 20 percent of the amount of edible food currently disposed be recovered for human consumption by 2025.

Alameda County Plant Debris Landfill Ban prohibits the disposal of plant debris in landfills. The Landfill Ban applies to landscapers and other large producers of yard trimmings (such as property managers, municipalities and institutions) in Alameda County. Plant debris (such as grass, leaves, shrubbery, vines and tree branches) must be separated from other contaminants, and must be diverted to the designated "clean green" areas of Alameda County disposal facilities.

Alameda County Waste Management Authority Mandatory Recycling Ordinance 2012-01 prohibits the disposal of certain readily recyclable materials. It requires businesses to provide on-site recycling to handle the amount of recyclable materials produced at those locations. Phase 2 of the Mandatory Recycling Ordinance, effective July 1, 2014, adds new requirements for separating food scraps and food-soiled paper in participating jurisdictions.

SCOPE OF REQUIREMENTS:

It is anticipated that the Scope of Requirements for this Contract will include but not be limited to the following:

1. Types of Waste

The successful Respondent will manage all waste streams from the District sites listed in **Appendix C**. All our sites and schools are to have landfill, recycle and compost collection that best suits the particular site. Our District is incorporating the following hierarchy that shall be referenced with integrating the 7 R's prior to landfill disposal for the management of all operations:

- | | |
|---------------------|-------------------|
| a. Rethink | e. Reuse (return) |
| b. Refuse | f. Recycle |
| c. Reduce/eliminate | g. Rot(compost) |
| d. Repurpose | h. Dispose |

2. District Sites

The District requires service at all of the locations listed in **Appendix C**. Additional schools and/or additional District facilities may be constructed or stop receiving service during the period of a Contractor(s)' service, at the District's sole discretion. **Appendix C** is intended to provide Respondents with the District's best available information on current service levels. The information included may not describe optimal service levels at the site(s).

3. Scope of Service

Under direction of the District, the Contractor will have complete responsibility for all aspects of non-hazardous waste management. This includes the collection and disposal of garbage as well as the collection and processing (or delivery to a processor) of compostables and commingled recyclables.

4. Period of Performance

The District is looking for a strategic long-term partner and understands many resource efficiency initiatives will take time to develop. As such, the District intends to enter a contract or contracts for a minimum period of three (3) years with two one-year renewal options [maximum five (5) years total].

5. Non Discriminatory Employment Practices

The Contractor's employment and promotion practices shall be conducted on the basis of merit, competence, and the qualifications for each position without discrimination based on sex, race, religion, national origin, age, marital status, sexual orientation, or physical disability.

6. Pupil Safety

The successful Contractor(s) and any Subcontractors providing services are required to comply with Education Code Section 45125.1 by identifying all personnel who may come in contact with pupils and request a Department of Justice (DOJ) fingerprint check of these employees, receive the DOJ report, and certify to the District that no such employees have been convicted of a felony as defined in Section 45122.1 prior to commencement of services. Each proposer shall complete and submit with each

Proposal the Fingerprinting Certification attached to the Agreement in **Appendix F** as Exhibit ____.

C. SOLID WASTE MANAGEMENT PROGRAM REQUIREMENTS

Proposals must include the following elements.

1. Management and Business Systems

Describe the management and business systems as they apply to the proposed Solid Waste Management Program (SWMP) for the District that aligns with the District's Green Gloves Program. Include a discussion of the relationships necessary with each school or District facility. Include where applicable, the relationships proposed to be established with staff and custodial personnel, students and the school community.

Dedicate an on-call Customer Service Representative and Community Outreach Coordinator to support and attend monthly meetings to support the SWMP regarding daily issues and/or concerns.

2. Environmental and Safety Issues

The successful Contractor must comply with all applicable regulations and District policies governing the recycling, composting, storage, transportation, and disposal of waste streams. Lack of knowledge of the Respondent shall in no way be a cause for relief from responsibility nor shall it constitute a cognizable defense against the legal effects thereof.

Drivers will service and return all provided bins as they have been found.

Drivers will lock gates after providing service to ensure the safety of our students and school community.

Describe the environmental and safety programs that apply to managing risks associated with the proposed services. Discuss the regulatory expertise of the staff that would be assigned to the District's SWMP.

3. Operating Hours/Times

Pickup of bins, located on schoolyards, shall be as early as possible in the morning and prior to student arrival; unless otherwise authorized by the Custodial Services' Department. This would assure the learning process is not disrupted and the safety of our students and school community.

The District needs three (3) weekend service times during the Summer months of July and/or August and pre-determined by the District.

4. Operations Plan

Respondents shall provide a preliminary operations plan that outlines the approach and methods for addressing the District solid waste management needs. The District understands that data in this RFP is limited and that the successful Respondent will refine its plan as it becomes more familiar with individual facilities. The operations plan in the Proposal should provide a methodology, labor, equipment, and specific opportunities for improvement in managing District waste streams. The Proposal should also include an approach for program transition and a tentative schedule for implementing ideas proposed to meet the SWMP goals.

The existing levels of service for each District site are included in **Appendix C**. Respondents can base their operations plan on existing levels of service and the pre-proposal conference and site tour.

The Operations Plan should specifically address the management of wastes in the following areas:

a. Waste Reduction

- Describe assistance to be provided to the District in reducing the amount of solid waste generated.
- The Contractor will perform site visits with conducting waste audits and make recommendations to OUSD as to how to increase diversion and increase recycling and compost proper sorting practices that includes methods to identify waste reduction tactics. Explain how to implement and monitor waste reduction.

b. Recycling and Composting Integrated Programs

- Recycling includes but is not limited to paper, cardboard, beverage containers, plastics and organic cafeteria waste.
- Compost is organic materials that include food scraps, soiled paper and paper towels.
-
- The Contractor will be responsible for plans to source separate, collect, process, segregate, store, weigh and keep records for all recyclable and compostable materials in District waste streams.
- The Contractor will also be responsible for arranging collection, processing and transportation for recycled and compostable material and identifying and aggressively pursue the best markets for these resources.
- Identify opportunities to reduce waste quantities disposed through recycling and composting programs.
- Describe methods that will be provided to assist our schools and sites to increase on diversion rates that will be aimed to achieve our diversion goal.
- Explain how the Contractor will work with the local public waste management and recycling agency (StopWaste) to further educate the District's student and school community on the importance of waste prevention, recycling and composting.
- Explain how the service offerings will align as best as possible with efforts and initiatives that match with the City of Oakland and StopWastes programs.
- Provide recommendations to our existing program for how to improve on design and implementation of source separation while not increasing overall operational costs.
- Describe how the Contractor will assist in providing and/or supporting the education to our students and school community, such as support for classroom/school presentations/assemblies that shares the reason why sorting programs are important and proper sorting details that are customized for the student age group.
- Contractor will provide technical training to school, administrative and custodial services staff on sorting and identifying contaminants when found.
- Explain how recycle and compost material will be collected, transported, processed (if necessary) and reach secondary markets.
- The tonnages and revenue from recyclable and compostable material must be reported to the District on a monthly basis. The Proposal contemplates that the Respondent will retain all material revenue.

c. Recycling Promotion Payment

A Recycling Promotion Payment provision, where the Contractor contributes Fifty Thousand Dollars (\$50,000.00) per year to the District to promote recycling will be included in the new agreement. This provision shall be included in new Agreement and can include promotion of waste reduction and waste sorting that supports implementation and maintenance of systems. Expenditures shall be tracked and any unspent dollars will be rolled into the following contract year for a total contribution of \$150,000.00. This provision shall be included in new Agreement.

d. Recycling Educational Tools Fund

The contractor will provide Fifty Thousand Dollars (\$50,000.00) per year to the District annually during the term of the Agreement for the purchase of recycling tools to support waste diversion. Example tools include classroom recycle collection containers, sorting signage, and finished compost for use in school gardens. The Contractor will provide site visit support to locations that are in need of new and/or replacement bins (that OUSD will order and deliver out the above dedicated funding) with OUSD signage and set up best practices that aligns with OUSD Green Gloves Program. Alternate but similar tools can be purchased to match the District's needs over the next three years. Expenditures shall be tracked and any unspent dollars will be rolled into the following contract year for a total contribution of \$150,000.00. This provision shall be included in new Agreement.

e. Bi-Annual Bin Cleaning Service

Contractor shall perform five hundred (500) bin cleanings (or replacements at Contractor's option) during the term of the Agreement, and at no additional cost to the District. Custodial Staff will coordinate with Contractor dates for bin cleaning service needed at any other time or if a specific site(s) requires additional bin cleaning services. Contractor may charge District for any bin cleaning services beyond the 500 cleaning allotment per the rate memorialized in Exhibit A of the Agreement.

f. Waste Handling

- The Contractor shall arrange transportation, scheduling, and disposal of all non-recyclables from District facilities.
- Explain how existing disposal service levels might change as recycling and composting increases (from an operational and financial standpoint).
- Describe how servicing of all types of containers provided will be tracked to ensure service happens at scheduled days, drivers to service containers as needed to cover safety concerns, and containers returned as specified.
- Identify and provide contact information for disposal site(s) proposed for use.
- The Contractor must keep detailed records for each load destined for a landfill and segregate transport fees from disposal fees. Describe how District waste that is transported to a landfill will be estimated and measured. The District does desire to obtain reliable data on how much garbage, recyclables and compostables are generated by the District.

- Describe how the containers will have signage and color-coding to align with standardized colors of grey/black for landfill, blue for recycle and green for compost to identify the different streams.

g. Process for Continuous Improvement

- Explain the process to provide continuous improvement over the term of the contract (audits, outreach and communications, etc).

h. Data Information Systems

- Describe the systems for tracking tons disposed, recyclables and compostables sent for processing; tracking service needs (requests for, and completion of bin exchanges, wheel fixes, etc.)
- Provide an example that would be provide to show school site and district-wide diversion data.

i. Waste Composition

- Describe the approach used to measure or estimate the composition of District waste streams.
- Identify the data information management tools that will be used to track District waste streams.

D. Administrative Fee.

In further consideration for the rights granted to Contractor herein and to offset costs District incurs in managing this Agreement, Contractor agrees to pay District an annual Sustainability and Recycling Administration Fee of Two-hundred Thousand Dollars (\$200,000) to be paid in three equal annual installments commencing on July 1, 2020 through and including June 30, 2023. This Administrative Fee is subject to the Annual Rate Adjustment Impact on Administrative Fee.

Deliverables will include five (5) hard copies of the report as well as an electronic version in PDF format.

E. STATEMENT OF QUALIFICATIONS

1. General Information / Instructions - Statement of Qualifications

- 1.1.** The District is inviting Statements of Qualifications and Pricing Proposals for Solid Waste Handling & Recycling Services which shall require coordination, administration, consulting and advice, and related services.
- 1.2.** The District seeks to identify teams with a record of excellence in efficient planning and service delivery. The firms must have extensive experience related to Solid Waste Handling & Recycling Services.
- 1.3.** The Statement of Qualifications must contain all requested information about the firm and must be on no larger than 8 1/2 x 11 paper and no more than fifteen (15) printed pages in length. Documents included in the Appendix will not count against the page limit. Statement of Qualifications should be complete and prepared to provide an insightful, straightforward, and concise overview of the capabilities of firm.

2. Content – Statement of Qualifications

- 2.1. Letter of Interest** - A dated Letter of Interest must be submitted, including the legal name of the firm(s), address, telephone and fax numbers, and the name, title, and signature of the person(s) authorized to submit the Statement of Qualifications on behalf of the firm. The Letter of Interest should provide a brief statement of firm's experience indicating the unique background and qualities of the firm, its personnel, and its sub-consultants, and what will make the firm a good fit for work in the District. The letter shall also include the following statements:

"[RESPONDENT'S NAME] received a copy of the District's Agreement attached as **Exhibit A** to the RFQ/P. [RESPONDENT'S NAME] has reviewed the indemnity provisions in **Exhibit A** and insurance requirements contained in the Agreement. If given the opportunity to contract with the District, [RESPONDENT'S NAME] has no objections to the use of the Agreement."

Respondent shall certify that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.

- 2.2. Table of Contents** - A table of contents of the material contained in the Statement of Qualifications should follow the Letter of Interest.
- 2.3. Executive Summary** - The Executive Summary should contain an outline of firm's approach, along with a brief summary of firm's qualifications. Firms interested in being considered for Solid Waste Handling & Recycling and Composting Services shall clearly indicate that interest and provide a detailed Pricing Proposal.
- 2.4. Firm Information** - Provide a comprehensive narrative of the services offered by firm. The narrative should include all of the following:
- A. A preliminary operations plan for a Solid Waste Management Program ("SWMP") that responds to the needs outlined in Section 4 of this RFP.
 - B. A financial proposal in accordance with **Appendix B**.
 - C. A narrative presenting the Respondent's background including:
 1. A description of the background and experience of key personnel to be assigned to the successful execution of the District SWMP;
 2. A list of all public sector clients to which the Respondent has provided solid waste management services over the past two (2) years;
 3. Three public sector references;
 4. Three private sector references;
 5. Detailed information validating the financial stability of the Respondent including a description of the Respondent's ability to secure (either by purchase or lease) the equipment necessary to successfully operate the

District SWMP;

6. A description of the Respondent's current vehicle fleet that could be assigned to the District SWMP;
 7. A description of all pending legal disputes including matters in litigation, mediation, arbitration, and/or at trial;
 8. A description of all financial or other liabilities in excess of \$50,000 that may threaten the ability of the Respondent to perform all services required.
- D. Alternates. Alternate Proposal(s) that describes services and financial arrangements that the Respondent believes might be attractive to the District will be considered in addition to Respondent's Proposal; however, Alternate Proposal(s) may not be considered in lieu of a Proposal containing the minimum requirements.

2.5. Pricing

Prepare the pricing proposal for the requested services with the expectation of a 3-year contract with two one-year extension options. The extension options are at the sole discretion of the District. The financial portion of the proposal must be submitted on the form provided in **Appendix B**.

2.6. Alternative Proposals

A. General

Alternative Proposals reflecting the needs of the District expressed in this solicitation are encouraged to be submitted in addition to, not in lieu of, a fully responsive Proposal.

B. Financial

The District welcomes Alternate Proposals that tie incentives to mutually-agreed upon performance targets. As an example, Respondents could propose a rebate program that encourages recycling and composting or and a reduction in the amount of material transported to a landfill. If a gain-sharing incentive is proposed, explain how the baseline will be established against which cost savings can be measured and a process for validating cost savings and increased diversion.

C. Alternate Service Configurations

A second example is to consider a proposal under which the District compensates the contractor for management, transportation and equipment costs, but passes-through disposal costs and recycling costs or revenues.

3. Local, Small Local and Small Local Resident Business Enterprise Program

The Local Business Utilization Policy requires that there is a mandatory fifty percent (50%) LBU participation with a 25% or less Local Business (LBE) participation and a

25% or more Small Local or Small Local Resident Business (SLBE/SLRBE) participation. Submit a detailed description of the team's L/SL/SLRBE composition clearly indicating the name of the firms and percentages of participation on the following form ("Local Business Participation Worksheet").

LOCAL BUSINESS PARTICIPATION WORKSHEET

Prime Consultant:

RFQ/P: Solid Waste Handling & Recycling Services

Date:

Team Member	Projected Percent of Total Fee Per Team Member	LBE %	SLBB %	SLBR %	City of Oakland Certification Number
Prime Company: Address: Phone: Email:					
Company: Address: Phone: Email:					
Company: Address: Phone: Email:					
Company: Address: Phone: Email:					
Company: Address: Phone: Email:					
Company: Address: Phone: Email:					
TOTAL PARTICIPATION					

Approval – LBU Compliance Officer

F. District's Evaluation / Selection Process – Statement of Qualifications

1. Submittals will be reviewed for responsiveness and evaluated pursuant to established objective criteria, with particular attention to, without limitation, each respondent's qualifications, demonstrated competence in like construction, and the Firm's ability to integrate its personnel with the District's staff and consultants.
2. After the submittals are evaluated and/or ranked, the District, at its sole discretion, may elect to interview the top Firm(s). The District may elect to interview one or more Firms. Interviews are tentatively scheduled as indicated above. Any firm(s) selected for interviews must make available for interview the key personnel it intends to assign to the District's Project(s). Any comments or objections to the form of Agreement attached hereto as **Exhibit A** to this RFQ/P shall be provided in writing before the interview and may be the subject of inquiry at the interview. Any comments or objections to the form of Agreement not provided in writing before the interview will not be entertained by the District. Adequate time will be allowed for presentation of qualifications followed by questions and answers.
3. **District Investigations** - The District may check references, and may perform investigations of firm that extend beyond the information in the proposals. The District may conduct interviews of firms.

G. Final Determination And Award

The District reserves the right to contract with any entity responding to this RFQ/P, to reject any proposal as non-responsive, and not to contract with any firm for the services described herein. The District reserves the right to seek proposals from or to contract with any firm not participating in this process. The District reserves the right to reject any or all submissions, to request further information, to negotiate with any firm, to extend the submission deadline, or to amend or cancel in part or in its entirety this RFQ/P. This RFQ/P does not commit the District to award a contract or to reimburse any firm for costs incurred in submitting a proposal.

The awarding of contract(s) is at the sole discretion of the District. The District may, at its option, determine to award contracts only for portions of the scope of work. In such case, the successful proposing firm will be given the option not to agree to enter into the Agreement and the District will retain the right to negotiate with any other proposing firm selected as a finalist. If no finalist is willing to enter into a contract for the reduced scope of work, the District will retain the right to enter into negotiations with any other Respondent responding to this RFQ/P.

The RFQ/P packet, and any other supporting materials submitted to the District in response to this RFQ/P will not be returned and will become the property of the District unless portions of the materials are designated as proprietary at the time of submittal, and are specifically requested to be returned. This RFQ/P does not commit the District to negotiate an agreement with any proposing firm or individual.

END OF RFQ/P