

AGREEMENT

AGREEMENT NUMBER 0000036642	AM NO.
CONTRACTOR IDENTIFICATION NUMBER 0000010860	

THIS AGREEMENT, made and entered into this 3rd day of **September, 2019** in the State of California, by and between the Trustees of the California State University, which is the State of California acting in a higher education capacity, through its duly appointed and acting officer, hereinafter called CSU and

CONTRACTOR'S NAME

Republic Services, Inc.

, hereafter called Contractor,

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulation of the University hereinafter expressed, does hereby agree to furnish to the University services and materials as follows:

This Agreement sets forth the pricing and terms and conditions for the provision of personnel, equipment, materials, permits, transportation and all other supplies and services necessary to provide Zero Waste Collection & Processing Services for CSUDH. All services provided shall be in accordance with competitively solicited Request for Proposal (RFP) No. 18-010 Zero Waste Collection & Processing Services, and following Riders, which are incorporated herein and made part of this Agreement. To the extent any provision of any Rider may conflict with this Agreement or any Riders herein, the order of precedence shall be as follows:

- Rider A** CSU General Provisions for Service Acquisitions, consisting of eleven (11) pages;
- Rider B** Scope of Work, consisting of thirteen (13) pages;
- Rider C** Cost Sheets, Exhibits A-D, consisting of six (6) pages.

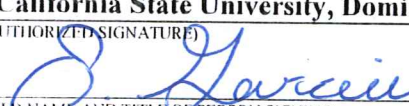

The term of this Agreement shall be for three (3) years, effective upon full execution. This Agreement may be extended for two (2) optional one (1) year periods at the sole discretion of the University.

No funds are encumbered under this Agreement. All services performed shall be identified, funded and paid via separate Purchase Orders which shall identify this Master Agreement number.

The University makes no commitment regarding the exact total expenditure of this Agreement. Contractor shall be paid thirty (30) days in arrears after each submitted, approved and undisputed invoice is received by the University Accounts Payable Department to the address stipulated in the Purchase Order. The Agreement number must be referenced on all invoices.

Contractor shall report to Ellie Perry, Facilities Services at 310-243-2303 for Sustainability Coordinator/Assistant Energy Analyst and Alicia Amerson, University Housing at 310-243-3083 for Associate Director Facilities.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

UNIVERSITY		CONTRACTOR	
California State University, Dominguez Hills		Republic Services, Inc.	
BY (AUTHORIZED SIGNATURE)	DATE	BY (AUTHORIZED SIGNATURE)	DATE
	9/17/19		9/15/19
PRINTED NAME AND TITLE OF PERSON SIGNING		PRINTED NAME AND TITLE OF PERSON SIGNING	
Stephanie Garcia, Buyer II Procurement and Contracts		Eric Grothman	
ADDRESS		ADDRESS	
1000 E. Victoria Street Carson, CA 90747		2531 E. 67 th St. Long Beach, CA 90805	

**CSU GENERAL PROVISIONS
FOR
SERVICE ACQUISITIONS
Revised 10/15/14**

CSU GENERAL PROVISIONS FOR SERVICE ACQUISITIONS
Revised 10/15/14

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1. Commencement of Work

Contractor shall not commence work under the Contract until Contractor has received a fully executed Contract and been given written approval to proceed. Any work performed by Contractor prior to the date of approval shall be considered as having been performed at Contractor's own risk and as a volunteer.

2. Contract Alterations & Integration

No alteration or variation of the Contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated in writing in the Contract shall be binding on any of the parties hereto.

3. Severability

Contractor and CSU agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of its presumed non-applicability of such provision. Should the illegal or unenforceable provision be a material or essential term of the Contract, [the Contract shall be terminated in a manner commensurate with the interests of both parties, to the maximum extent reasonable.

4. Independent Status

Contractor and its employees and agents, and subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers, employees or agents of CSU or the State of California. While Contractor may be required by this Contract to carry Worker's Compensation Insurance, in no event shall Contractor and its employees and agents be entitled to unemployment or workers' compensation benefits from CSU.

5. Governing Law

To the extent not inconsistent with applicable federal law, this Contract shall be construed in accordance with and governed by the laws of the State of California

6. Contractor's Power and Authority

Contractor warrants it has full power and authority to enter into this Contract and will hold CSU harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Contractor shall not enter into any arrangement, agreement or contract with any third party that might abridge any rights of the CSU under this Contract.

7. Assignments

Contractor shall not assign this Contract, either in whole or in part, without CSU's written consent, which will not be unreasonably withheld.

8. Personnel

Contractor shall give its personal attention to the performance of the Contract and shall make every effort consistent with sound business practices to honor CSU's requests regarding Contractor's assignment of its employees. However, Contractor maintains the sole right to determine the assignment of its employees in order to keep all phases of work under its control. If an employee of Contractor is unable to perform due to illness, resignation or other factors beyond Contractor's control, Contractor shall use its best effort to provide suitable substitute personnel.

9. Waiver of Rights

Any action or inaction by CSU or the failure of CSU on any occasion to enforce any right or provision of this Contract shall not be a waiver by CSU of its rights hereunder and shall not prevent CSU from enforcing such provision or right on any future occasion. CSU's rights and remedies provided in this Contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

10. Time

Time is of the essence in the performance of this Contract.

11. Entire Contract

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of each party.

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12. Appropriation of Funds

- (a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved such continuation of the Contract is subject to the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, Contractor agrees to take back any commodities furnished under the Contract and not yet paid for by CSU, terminate any future services and commodities to be supplied to the CSU under the Contract, and relieve the CSU of any further obligation therefore.
- (b) CSU agrees that if provision (a) above is involved, commodities shall be returned to Contractor in substantially the same condition in which they were delivered, subject to normal wear and tear. CSU further agrees to pay for packing, crating, transportation to Contractor's nearest facility and for reimbursement to Contractor for expenses incurred for its assistance in such packing and crating.

13. Cancellation

CSU has the right to cancel this Contract at any time and without future financial obligation upon thirty (30) days written notice to Contractor.

14. Termination for Default

CSU may terminate the Contract and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, the CSU may proceed with the work in any manner deemed proper by the CSU. The cost to the CSU shall be deducted from any sum due the Contractor under the Contract, and the balance, if any, shall be paid the Contractor upon demand.

15. Rights and Remedies of CSU for Default

- (a) In the event any Deliverables furnished or services provided by Contractor in the performance of this Contract should fail to conform to the requirements herein, or to the sample submitted by Contractor, CSU may reject the same, and it shall thereupon become Contractor's duty to forthwith reclaim and remove all nonconforming deliverables and correct the performance of services, without expense to the CSU, and to immediately replace all such rejected items with others conforming to the specifications or samples. Should Contractor fail, neglect, or refuse to do so, CSU shall thereupon have the right, but not the obligation, to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct the cost of such cover from any moneys due or that may thereafter become due to Contractor.
- (b) In the event Contractor fails to make prompt delivery of any item as specified in the Contract, the same conditions as to CSU's right, but not obligation, to purchase in the open market and receive reimbursement from Contractor, as set forth in (a), above shall apply.
- (c) In the event CSU terminates this Contract, either in whole or in part, for Contractor's default or breach, Contractor shall compensate CSU, in addition to any other remedy CSU may have available to it, for any loss or damage sustained and cost incurred by the CSU in procuring any items that Contractor agreed to supply.
- (d) CSU's rights and remedies provided above shall not be exclusive and shall be in addition to any other rights and remedies provided by law, equity or this Contract.

16. Warranty

Contractor warrants that

- (i) deliverables and services furnished hereunder will conform to the requirements of this Contract (including, without limitation, all descriptions, specifications, and drawings identified in the Statement of Work, if any), and
- (ii) the deliverables will be free from defects in materials and workmanship. Where the parties have agreed to design specifications in the Statement of Work directly or by reference, Contractor warrants the deliverables shall provide all functionality required thereby.

17. Safety and Accident Prevention

In performing work under this Contract on CSU premises, Contractor shall conform to all specific safety requirements contained in this Contract or as required by law or regulation. Contractor shall take all additional precautions as the CSU may reasonably require for safety and accident prevention purposes. Contractor's violation of such rules and requirements, unless promptly corrected, shall constitute a material breach of this Contract.

18. Insurance Requirements

The Contractor shall not commence Work until it has obtained all the insurance required in this Contract, and such insurance has been approved by the CSU.

(a) Policies and Coverage.

(1) The Contractor shall obtain and maintain the following policies and coverage:

- (i) Comprehensive or Commercial Form General Liability Insurance, on an occurrence basis, covering Work done or to be done by or on behalf of the Contractor and providing insurance for bodily injury, personal injury, property damage, and contractual liability. The aggregate limit shall apply separately to the Work.

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(ii) Business Automobile Liability Insurance on an occurrence basis, covering owned, hired, and non-owned automobiles used by or on behalf of the Contractor and providing insurance for bodily injury, property damage, and contractual liability. Such insurance shall include coverage for uninsured and underinsured motorists

(iii) Worker's Compensation including Employers Liability Insurance as required by law.

(2) The Contractor also may be required to obtain and maintain the following policies and coverage:

(i) Environmental Impairment Liability Insurance should the Work involve hazardous materials, such as asbestos, lead, fuel storage tanks, and PCBs.

(ii) Other Insurance by agreement between the Trustees and the Contractor.

(b) Verification of Coverage.

The Contractor shall submit original certificates of insurance and endorsements to the policies of insurance required by the Contract to the Trustees as evidence of the insurance coverage. Renewal certifications and endorsements shall be timely filed by the Contractor for all coverage until the Work is accepted as complete. The Trustees reserve the right to require the Contractor to furnish the Trustees complete, certified copies of all required insurance policies.

(c) Insurance Provisions.

Nothing in these insurance provisions shall be deemed to alter the indemnification provisions in this Agreement. The insurance policies shall contain, or be endorsed to contain, the following provisions.

(1) For the general and automobile liability policies, the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents are to be covered as additional insureds.

(2) For any claims related to the Work, the Contractor's insurance coverage shall be primary insurance as respects the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents. Any insurance or self-insurance maintained by the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents shall be in excess of the Contractor's insurance and shall not contribute with it.

(3) Each insurance policy required by this section shall state that coverage shall not be canceled by either the Contractor or the insurance carrier, except after thirty (30) Days prior written notice by certified mail, return receipt requested, has been given to the Trustees.

(4) The State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents shall not by reason of their inclusion as additional insureds incur liability to the insurance carriers for payment of premiums for such insurance.

(d) Amount of Insurance.

(1) For all projects, the insurance furnished by Contractor under this Agreement shall provide coverage in amounts not less than the following, unless a different amount is stated in the Supplementary General Conditions:

(i) Comprehensive or Commercial Form General Liability Insurance--Limits of Liability

\$2,000,000 General Aggregate

\$1,000,000 Each Occurrence--combined single limit for bodily injury and property damage.

(ii) Business Automobile Liability Insurance-Limits of Liability

\$1,000,000 Each Accident-- combined single limit for bodily injury and property damage to include uninsured and underinsured motorist coverage.

(iii) Workers' Compensation limits as required by law with Employers Liability limits of \$1,000,000.

(2) For projects involving hazardous materials, the Contractor shall provide additional coverage in amounts not less than the following, unless a different amount is stated in the Supplementary General Conditions:

(i) Environmental Impairment (pollution) Liability Insurance-Limits of Liability

\$10,000,000 General Aggregate

\$ 5,000,000 Each Occurrence-- combined single limit for bodily injury and property damage, including cleanup costs.

(ii) In addition to the coverage for Business Automobile Liability Insurance, the Contractor shall obtain for hazardous material transporter services:

(a) MCS-90 endorsement

(b) Sudden & Accidental Pollution endorsement--Limits of Liability*

\$2,000,000 Each Occurrence

\$2,000,000 General Aggregate

*A higher limit on the MCS-90 endorsement required by law must be matched by the Sudden & Accidental Pollution Insurance.

With the Trustees' approval, the Contractor may delegate the responsibility to provide this additional coverage to its hazardous materials subcontractor. When the Contractor returns its signed project construction phase agreement to the Trustees, the Contractor shall also provide the Trustees with a letter stating that it is requiring its hazardous materials subcontractor to provide this additional coverage, if applicable. The Contractor shall affirm in this letter that the hazardous materials subcontractor's certificate of insurance shall also adhere to all CSU requirements. Further, this letter will provide

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that the subcontractor's certificate of insurance will be provided to the Trustees as soon as the Contractor fully executes its subcontract with the hazardous materials subcontractor, or within 30 Days of the Notice to Proceed, whichever is less.

(e) Acceptability of Insurers.

Insurers shall be licensed by the State of California to transact insurance and shall hold a current A.M. Best's rating of A:VII, or shall be a carrier otherwise acceptable to the University.

(f) Subcontractor's Insurance.

Contractor shall ensure that its subcontractors are covered by insurance of the types required by this Contract, and that the amount of insurance for each subcontractor is appropriate for that subcontractor's Work. Contractor shall not allow any subcontractor to commence Work on its subcontract until the insurance has been obtained, and approved by the CSU. Only the Contractor and its hazardous materials subcontractor(s) shall have the coverage for projects involving hazardous materials.

(g) Miscellaneous.

- (1) Any deductible under any policy of insurance required in this Contract shall be Contractor's liability.
- (2) Acceptance of certificates of insurance by the Trustees shall not limit the Contractor's liability under the Contract.
- (3) In the event the Contractor does not comply with these insurance requirements, the Trustees may, at its option, provide insurance coverage to protect the Trustees. The cost of the insurance shall be paid by the Contractor and, if prompt payment is not received, may be deducted from Contract sums otherwise due the Contractor.
- (4) If the Trustees are damaged by the failure of Contractor to provide or maintain the required insurance, the Contractor shall pay the Trustees for all such damages.
- (5) The Contractor's obligations to obtain and maintain all required insurance are non-delegable duties under this Contract.
- (6) The Contractor's liability for damages proximately caused by acts of God (as defined in Public Contract Code section 7105) and not involving Contractor negligence shall be limited to five percent of the Contract.

19. General Indemnity

Contractor shall indemnify, defend, and hold harmless the State of California, Board of Trustees of the California State University, CSU, and their respective officers, agents and employees from any and all claims and losses accruing or resulting to any other person, firm or corporation furnishing or supplying work, service, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation related to, arising out of or resulting from Contractor's performance of this Contract.

20. Invoices

Invoices shall be submitted, in arrears, to the address stipulated in the Contract. The Contract number must be included on the invoice. Final invoice shall be marked as such.

- (a) In the event that additional services are required, the Contractor shall submit invoices in accordance with provisions herein.
- (b) For work of a continuing nature, the Contractor shall submit invoices in arrears, upon completion of each phase. Contractor shall be reimbursed for travel, subsistence and business expenses necessary for the performance of services pursuant to the Contract in accordance with CSU policy.
- (c) Unless otherwise specified, the CSU shall pay properly submitted invoices not more than 45 days after
 - (i) the performance completion date of services; or
 - (ii) receipt of an undisputed invoice, whichever is later. Late payment penalties shall not apply to this Contract.
- (d) The consideration to be paid Contractor, as described within the Contract, shall be in full compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

21. Document Referencing

All correspondence, invoices, bills of lading, shipping memos, packages, etc., must show the Contract number. If factory shipment, the factory must be advised to comply. Invoices not properly identified with the Contract number and Contractor identification number may be returned to Contractor and may cause delay in payment.

22. Use of Data

Contractor shall not utilize any non-public CSU information it may receive by reason of this Contract, for pecuniary gain not contemplated by this Contract, regardless whether Contractor is or is not under contract at the time such gain is realized. CSU specific information contained in the report, survey, or other product developed by Contractor pursuant to this Contract is the property of CSU, and shall not be used in any manner by Contractor unless authorized in writing by CSU.

23. Confidentiality of Data

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- (a) Contractor acknowledges the privacy rights of individuals to their personal information that are expressed in the Information Practices Act (California Civil Code Section 1798 et seq.) and in California Constitution Article I, Section 1. Contractor shall maintain the privacy of personal information and protected data as confidential information. Contractor shall not use, disclose, or release confidential information contained in CSU records without full compliance with applicable state and federal privacy laws, and this Contract. Contractor further acknowledges and agrees to comply with Federal privacy laws, such as the Gramm-Leach-Bliley Act (Title 15, United States Code, Sections 6801(b) and 6805(b)(2)) applicable to financial transactions, and the Family Educational Rights and Privacy Act (Title 20, United States Code, Section 1232g) applicable to student education records and information from student education records. Contractor shall maintain the privacy of confidential information and shall be financially responsible for any notifications to affected persons (after prompt consultation with CSU) whose personal information is disclosed by any security breach relating to confidential information resulting from Contractor's or its personnel's acts or omissions. Further, If so requested by CSU, Contractor shall be administratively responsible for providing such notification in the most expedient time possible consistent with the methods prescribed in California Civil Code 1798.29g and 1798.82g.
- (b) Contractor further agrees that all financial, statistical, personal, technical and other data and information relating to CSU's operation designated "confidential" by CSU, and not otherwise subject to disclosure under the California Public Records Act, and made available to Contractor to perform this Contract or which become available to Contractor while performing this Contract, shall be protected by Contractor using the same level of care it takes to protect its own information of a similar nature, but in no event less than reasonable care. If required by a court of competent jurisdiction or an appropriate administrative body with legal authority to order the disclosure of confidential information or protected data, Contractor will notify CSU in writing prior to any such disclosure to give CSU an opportunity to oppose any such disclosure. Prior to any disclosure of confidential information as required by legal process, Contractor shall: (1) Notify CSU of any actual or threatened legal compulsion of disclosure, and any actual legal obligation of disclosure, immediately upon becoming so obligated; and
- (c) Contractor shall cooperate with any litigation or investigation proceedings concerning protected data loss or other breach of Contractor's obligations under this Contract. Any access, transmission, or storage of protected data outside the United States must be approved in writing by CSU in advance. Contractor's failure to comply with any provision of this Section shall constitute a material breach of the Contract.

24. Information Security Requirements

- (a) Contractor is required to comply with CSU Information Security Requirements as described in Rider A, Supplemental Provisions for General Provisions for Service Acquisitions, attached hereto and by reference made a part of this agreement.
- (b) Information Security Plan
Contractor is required to maintain an Information Security Plan sufficient to protect the sensitive and/or confidential CSU data to which they have access. Requirements for the Information Security Plan are described in Rider A.
- (c) Personal Security Requirements
Contractor shall require all its affiliates and subcontractors, as a condition to their engagement, to agree to be bound by provisions substantially the same as those included in this Agreement related to information security matters only. Contractor shall not knowingly permit a representative or subcontractor to have access to CSU records, confidential data, or premises of the CSU when such representative or subcontractor has been convicted of a felony.

25. Patent, Copyright, and Trade Secret Indemnity

- (a) Contractor shall indemnify, defend, and hold harmless the State of California, Board of Trustees of the California State University, CSU, and their respective officers, agents, and employees (collectively referred to as CSU), from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement or violation of any Intellectual Property Right, domestic or foreign, by any product or service provided hereunder. With respect to claims arising from computer Hardware or Software manufactured by a third party and sold by Contractor as a reseller, Contractor will pass through to CSU, in addition to the foregoing provision, such indemnity rights as it receives from such third party ("Third Party Obligation") and will cooperate in enforcing them; provided that if the third party manufacturer fails to honor the Third Party Obligation, Contractor will provide CSU with indemnity protection.
 - (i) CSU will notify Contractor of such claim in writing and tender its defense within a reasonable time; and
 - (ii) Contractor will control the defense of any action on such claim and all negotiations for its settlement or compromise, except when substantial principles of government or public law are involved, when litigation might create precedent affecting future CSU operations or liability, or when involvement of the CSU is otherwise mandated by law. In such case no settlement shall be entered into on behalf of CSU without CSU's written approval.
- (b) Contractor may be required to furnish CSU a bond against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.
- (c) Should the Deliverables or Software, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement or violation of a Intellectual Property Right, whether domestic or foreign, CSU shall permit Contractor at its option and expense either to procure for CSU the right to continue using the Deliverables or

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Software or to replace or modify the same so they become non-infringing, provided they comply with Contract and performance requirements and/or expectations. If neither option can reasonably be practicable or if the use of such Deliverables or Software by CSU shall be prevented by injunction, Contractor agrees to take back such Deliverables or Software and use its best effort to assist CSU in procuring substitute Deliverables or Software at Contractor's cost and expense. If, in the sole opinion of CSU, the return of such infringing Deliverables or Software makes the retention of other Deliverables or Software acquired from Contractor under this Contract impracticable, CSU shall then have the option of terminating this Contract, or applicable portions thereof, without penalty or termination charge. Contractor agrees to take back such Deliverables or Software and refund any sums CSU paid Contractor less any reasonable amount for use or damage.

- (d) Contractor certifies it has appropriate systems and controls in place to ensure State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer Software in violation of copyright laws.

26. Rights in Work Product

All inventions, discoveries, intellectual property, technical communications and records originated or prepared by Contractor pursuant to this Contract, including papers, reports, charts, computer programs, and other Documentation or improvements thereto, and including Contractor's administrative communications and records relating to this Contract (collectively, the "Work Product"), shall be Contractor's exclusive property. The provisions of this section may be revised in a Statement of Work. The provisions of this sub-section a) may be revised in a Statement of Work. However, all finished product or deliverables required under this contract shall be the exclusive property of the CSU and may be used at CSU's discretion.

27. Examination and Audit

For contracts in excess of \$10,000, Contractor shall be subject to the examination and audit by

- (a) the Office of the University Auditor, and
(b) the Bureau of State Audits, for a period of three (3) years after final payment under the Contract. The examination and audit shall be confined to those matters connected with the performance of the contract, including, but not limited to, the costs of administering the Contract. Note: Authority Cited: Government Code Section 8546.7; Education Code Section 89045(c&d), respectively.

28. Dispute

Any dispute arising under or resulting from this Contract that is not resolved within 60 days of time by authorized representatives of Contractor and CSU shall be brought to the attention of Contractor's Chief Executive Officer (or designee) and CSU's Chief Business Officer (or designee) for resolution. Either Contractor or CSU may request that the CSU Vice Chancellor, Business and Finance (or designee) participate in the dispute resolution process to provide advice regarding CSU contracting policies and procedures. If this informal dispute resolution process is unsuccessful, the parties may pursue all remedies not inconsistent with this Contract. Despite an unresolved dispute, Contractor shall continue without delay in performing its responsibilities under this Contract. Contractor shall accurately and adequately document all service it has performed under this Contract.

29. Conflict of Interest

CSU requires a Statement of Economic Interests (California Form 700) to be filed by any Consultant (or Contractor) who is involved in the making or participation in the making of decisions which may foreseeably have a material effect on any CSU financial interest.

30. Follow-On Contracts

No person, firm, or subsidiary thereof who has been awarded a contract for Consulting Services or providing Direction (as provided below) may submit be awarded a contract for the provision of services, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract.

- (a) If Contractor or its affiliates provides Consulting and Direction, Contractor and its affiliates:
- (i) shall not be awarded a subsequent Contract to supply the service or system, or any significant component thereof, that is used for, or in connection with, any subject of such Consulting and Direction; and
 - (ii) shall not act as consultant to any person or entity that does receive a Contract described in sub-section (i). This prohibition will continue for one (1) year after termination of this Contract or completion of the Consulting and Direction, whichever is later.
- (b) "Consulting and Direction" means services for which Contractor received compensation from CSU and includes:
- (i) development of, or assistance in the development, of work statements, specifications, solicitations, or feasibility studies;
 - (ii) development or design of test requirements;
 - (iii) evaluation of test data;
 - (iv) direction of or evaluation of another Contractor;
 - (v) provision of formal recommendations regarding the acquisition of products or services; or

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(vi) provisions of formal recommendations regarding any of the above. For purposes of this Section, "affiliates" are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.

(c) Except as prohibited by law, the restrictions of this Section will not apply:

- (i) to follow-on advice given by vendors of commercial off-the-shelf products, including Software and Hardware, on the operation, integration, repair, or maintenance of such products after sale; or
- (ii) where CSU has entered into a Contract for Software or services and the scope of work at the time of Contract execution expressly calls for future recommendations among the Contractor's own products.

(d) The restrictions set forth in this Section are in addition to conflict of interest restrictions imposed on public Contractors by California law ("Conflict Laws"). In the event of any inconsistency, such Conflict Laws override the provisions of this Section, even if enacted after execution of this Contract.

31. Endorsement

Nothing contained in this Contract shall be construed as conferring on any party, any right to use the other party's name as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other party. Furthermore nothing in this Contract shall be construed as endorsement of any commercial product or service by the CSU, its officers or employees.

32. Covenant Against Gratuities

Contractor shall warrant that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of CSU with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, CSU shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by CSU in procuring on the open market any items that Contractor agreed to supply shall be borne and paid for solely by Contractor. CSU's rights and remedies provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under the Contract.

33. Nondiscrimination

- (a) During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition, age, marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- (b) Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- (c) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

34. Compliance with NLRB Orders

Contractor declares under penalty of perjury under the laws of the State of California that no more than one final, unappeasable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court to comply with an order of the National Labor Relations Board. Note: Cite Authority: PCC 10296

35. Drug-Free Workplace Certification

Contractor certifies that Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1990 and shall provide a drug-free workplace by taking the following actions:

- (a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations
- (b) Establish a Drug-Free Awareness Program to inform employees about all of the following:
 - (i) the dangers of drug abuse in the workplace;
 - (ii) the person's or organization's policy of maintaining a drug-free workplace;

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- (iii) any available counseling, rehabilitation and employee assistance programs; and,
 - (iv) penalties that may be imposed upon employees for drug abuse violations.
- (c) Provide that every employee who works on the proposed or resulting Contract:
- (i) will receive a copy of the company's drug-free policy statement; and,
 - (ii) will agree to abide by the terms of the company's statement as a condition of employment on the Contract. Note:
Authority Cited: Government Code Section 8350-8357

36. Forced, Convict, Indentured and Child Labor

By accepting a contract with CSU, Contractor:

- (a) certifies that no equipment, materials, or supplies furnished to CSU pursuant to this Contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further certifies it will adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at <http://www.dir.ca.gov/>, and Public Contract Code Section 6108.
- (b) agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under paragraph (A).

37. Recycled Content Certification

To the extent that services involve the supply of post-consumer materials (see below) Contractor shall certify in writing the minimum, if not exact, percentage of post-consumer material, as defined in Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to CSU regardless whether the product meets the requirements of Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205).

38. Child Support Compliance Act

For any contract in excess of \$100,000, Contractor acknowledges in accordance with Public Contract Code Section 7110, that:

- (a) Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
- (b) Contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

39. Americans With Disabilities Act (ADA)

Contractor warrants that it complies with California and federal disabilities laws and regulations. (Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq). Contractor hereby warrants the products or services it will provide under this Contract comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services. Contractor further agrees to indemnify and hold harmless CSU from any claims arising out of Contractor's failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach of this Contract.

40. Debarment and Suspension

By accepting a contract with the CSU, Contractor certifies neither it nor its principals or its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency (*2 Code Federal Regulations [CFR] 180.220*, in accordance with the Office of Management and Budget guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235)).

41. Expatriate Corporations

Contractor declares and certifies that it is not an expatriate corporation, and is not precluded from contracting with CSU by The California Taxpayer and Shareholder Protection Act of 2003, Public Contract Code Section 10286, et seq.

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42. Citizenship and Public Benefits

If Contractor is a natural person, Contractor certifies he or she is a citizen or national of the United States or otherwise qualified to receive public benefits under the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193; 110 STAT.2105, 2268-69).

43. Loss Leader

Contractor certifies and declares it is not engaged in business within this State of California to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. Note: Authority Cite: (PCC 12104.5(b).)

44. DVBE and Small Business Participation

- (a) If Contractor has committed to achieve small business (SB) participation it shall, within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract), report to CSU: (1) the name and address of the SB(s) who participated in the performance of the Contract; (2) the total amount the prime Contractor received under the Contract; and (3) the amount each SB received from the prime Contractor.(Govt. Code § 14841.)
- (b) If Contractor has committed to achieve disabled veteran business enterprise (DVBE) participation, it shall, within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract), report to CSU:
- (1) the name and address of the DVBE(s) who participated in the performance of the Contract;
 - (2) the total amount the prime Contractor received under the Contract; and
 - (3) the amount each DVBE received from the prime Contractor. The Contractor shall also certify that all payments under the Contract have been made to the DVBE. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

45. Contractor's Staff

Contractor warrants that its staff assigned to performing work under this Contract are legally able to perform such duties in the country where the work is being performed.

Rider B - SCOPE OF WORK

1.1 BACKGROUND

CSUDH is developing a Zero Waste Plan to increase diversion of materials from disposal. The Plan will be phased in over the next several years. Therefore, the University cannot guarantee any specific levels of service over the course of the contract and is looking for a service provider to be a partner in transitioning to higher rates of recycling and composting.

CSUDH has implemented waste reduction and recycling programs to achieve the policy goals of the California State University Sustainability Policy, which are:

1. Reduce solid waste disposal by 50% by 2016
2. Reduce solid waste disposal by 80% by 2020
3. Move to Zero Waste

1.2 SCOPE OF SERVICES

CSUDH requests proposals from qualified firms for Zero Waste Collection & Processing Services. The successful Proposer will be required to furnish all labor, vehicles, containers, equipment, facilities, and administrative and supervising personnel required to provide the collection, transportation and disposal of recyclables, organics and residual discarded materials in accordance with the following specifications.

1.2.1 Labor and Equipment

- a. The Proposer shall, at its sole expense, furnish and maintain vehicles, containers, equipment, and facilities, as well as furnish all labor, administrative and supervising personnel required to provide the collection, transportation, processing and residual discarded materials disposal services described in this RFP.
- b. The exception to the above requirement shall be for specialty waste bins serviced by other haulers (e.g. greenwaste, C&D waste, etc.) unless the Proposer's option to provide these services is accepted.
- c. The Proposer shall perform the services described in this contract in a thorough and professional manner. The Proposer shall at all times maintain sufficient backup labor, vehicles, containers, and equipment to fulfill its obligations under this contract.

1.2.2 Collection and Transportation Services

The Proposer shall perform the collection and transportation services as detailed below. The University reserves the right to increase or decrease the number of bins, the size of bins, and/or the number of pickups per week to meet the University's requirements. If the University increases or decreases the number of bins, the size of bins, and/or the number of pickups per week, the University shall adjust the Proposer's compensation based on the service rates shown on Appendix C, Cost Response Form, Exhibit A, B, C, and D.

1. **Front Loading Collection and Transportation Services – Commingled Recyclables, Organics, and Residual Discarded Materials**
 - a. Collect three (3) streams located 1000 E. Victoria Street, Carson, CA 90747, and University Housing located at 1100 E. Victoria Street, Carson, CA 90746. *(Note that service of carts and bins can be performed with front-loading, side-loading or rear-loading vehicles at the discretion of the Proposer).*

- i. Commingled recyclables, includes all clean dry paper and cardboard, all cartons (refrigerated, shelf-stable, aseptic packaging), metal (all aluminum, tin, metal, and bi-metal cans), glass (all glass bottles and jars), and plastics (all clean plastics #1-7, empty plastic containers, all clean, dry plastic film, all clean polystyrene, all rigid mixed plastics) placed in designated "Recycling" containers.
 - ii. Organics, includes food scraps, compostable paper and paper towels, compostable plastic (as certified by the Biodegradable Products Institute) and plant debris placed in designated "Compost" container.
 - iii. Residual discarded materials from front loading bins, includes all non-recyclable, non-compostable materials placed in designated "Landfill" containers. This may include non-recyclable packing (e.g., chip bags), diapers, sanitary products, painted wood, and non-recyclable composite materials.
- b. Proposer may deliver commingled recyclables and organics to the facilities of its choice, but will inform the University via the monthly reporting documentation outlined in Section 4.4 below if there are any changes from the facilities that are proposed.
- c. Service shall be provided according to the cart or bin size, number of carts or bins, and pickups per week at the rates shown on Appendix C, Cost Response Form, Exhibit A.
- d. The Proposer shall collect commingled recyclables, organics and residual discarded materials from the bin locations referred to on the campus map included as Appendix E.
- e. The Proposer shall transport the residual discarded materials to the disposal site designated in Section 4.3 below. Front loading collection and transportation service shall include the cost of disposal or processing.

2. Roll-off Box Collection and Transportation Service - Residual Discarded Materials

- a. Upon request by the University, the Proposer shall provide a container and collection of residual discarded materials from a 40-yard open-top roll-off box located at various locations on campus (including University Housing location) according to the rates shown on Appendix C, Cost Response Form, Exhibit B.
- b. The Proposer shall transport the residual discarded materials to the disposal site designated in Section 4.3 below. Roll-off box collection and transportation service shall include the cost of disposal or processing.

3. Roll-off Box Collection and Transportation Service- Scrap Metal

The Proposer shall collect scrap metal from a Proposer-provided 40-yard roll-off box located at the Facilities Services yard shown in on the map included as Appendix E, and according to the rates shown on Appendix C, Cost Response Form, Exhibit B. The Proposer shall deliver scrap metal to the facility of its choice, but will inform the University if there are any changes from the facility that is proposed. The University reserves the right to redirect the Proposer to transport the scrap metal to another recycling facility within 20 miles (one way) of the campus. If the University changes the designated processing site, and if such

change requires the Proposer to travel farther or longer from the initial site to the new site, the University shall adjust the Proposer's service compensation to reflect the Proposer's increased operating costs.

4. Roll-off Box Collection and Transportation Service - Plant Debris

The Proposer shall collect plant debris from a Proposer-provided 40-yard roll-off box located near the Facilities Services yard shown on the campus map included as Appendix E, and according to the rates shown on Appendix C, Cost Response Form, Exhibit B. The Proposer shall transport the plant debris to any State-approved plant debris processing center. Acceptable end-use markets for the plant debris may include a combination of the following: mulch or compost. No plant debris shall be used for alternative daily cover (ADC). The Proposer shall deliver plant debris to the facility of its choice, but shall inform the University if there are any changes from the facility that is proposed. The University reserves the right to redirect the Proposer to transport the plant debris to another recycling facility within 20 miles (one way) of the campus. If the University changes the designated processing site, and if such change requires the Proposer to travel farther or longer from the initial site to the new site, the University shall adjust the Proposer's service compensation to reflect the Proposer's increased operating costs.

5. OPTIONAL SERVICES

Proposers to include this as an optional service in the Cost Response Form, *only if available*. A response to this Section is not necessary in order to submit a bid response.

a. Roll-off Box Collection and Transportation Service - Construction & Demolition Debris

The Proposer shall collect construction & demolition debris from a Proposer-provided roll-off box located at the Facilities Services yard shown in Appendix E, and according to the rates shown on Appendix C, Cost Response Form, Exhibit D. Construction & demolition debris shall include, but not be limited to: dirt, concrete, asphalt, brick, porcelain, ceramic, and block. The Proposer shall transport the construction & demolition debris to a State-approved construction & demolition debris recycling facility.

b. Appliances

The Proposer shall provide appliances collection services (Upon Request) in accordance with mandatory commercial recycling laws and regulations, from University Housing, shown in Appendix E, and according to the rates shown on Appendix C, Cost Response Form, Exhibit D. Appliances must be removed and disposed of properly. Appliances shall include, but not limited to:

- Refrigerators - Proper disposal methods of the refrigerator and the reclaimed refrigerant must be documented.
- Mini Fridges
- Water heaters
- Stoves
- Garbage disposals
- Microwaves

c. Bulky Item Collection, (Student Move Out Day)

Upon request vendor will provide large and bulky item pick up service. This will typically occur in May, June or August and will include removing large and or bulky items left outside of trash dumpsters by residents.

The Proposer shall provide bulky item collection services in accordance with mandatory commercial recycling laws and regulations, from University Housing, shown in Appendix E, and according to the rates shown on Appendix C, Cost Response Form, Exhibit D. Bulky items must be removed and disposed of properly. Bulky items shall include, but not limited to:

- Furniture (furniture (such as chairs, sofas, mattresses and rugs)
- Televisions

d. Cleaning Behind Trash Dumpsters

The Proposer shall provide cleaning behind trash dumpsters services at University Housing each time they are serviced, shown in on the map included as Appendix E, and according to the rates shown on Appendix C, Cost Response Form, Exhibit D. Vendor shall pick up debris that has fallen out or behind dumpster during routine service. This shall occur prior to putting dumpster back in place.

1.2.2 Compensation for Services performed

- a. The University shall compensate the Proposer for the collection and transportation services described above in Section 4.2.2 based on the actual number of pickups and loads performed by the Proposer, and according to the service rates shown on Appendix C, Cost Response Form, Exhibit A, B, C, and D. The University shall compensate in arrears the Proposer for actual pickups.
- b. The University is developing a Zero Waste Plan to increase diversion of materials from disposal. The Plan shall be phased in over the next several years. Therefore, the University cannot guarantee any specific levels of service over the course of the contract and is looking for a service provider to be a partner in transitioning to higher rates of recycling and composting. The Proposer shall work with the University on service level changes over time to maximize diversion from disposal. The Proposer shall incur all disposal fees, and shall be responsible to the respective disposal site for the payment of those fees.

1.2.3 Annual Adjustment to Rates

- a. Upon written request from the Proposer, the service rates in Appendix C, Cost Response Form, Exhibit A, B, C, and D, may be adjusted annually up or down according to the percentage change in the Bureau of Labor Statistics Consumer Price Index (CPI) All Urban Consumers. In March of each year, the Proposer may request in writing a rate adjustment based on the CPI as noted above. The maximum allowable increase shall be based on the CPI and will go into effect at the start of the new contract year, July 1. The percentage change in the CPI shall be for the twelve-month period ending on the most recent December 31st the new rates, as adjusted, will take effect in July 1 of each contract year.
- b. There shall be no fuel surcharge fees during the term of the contract. No demurrage charges for bins or roll-off boxes shall be assessed.

1.2.4 Proceeds from the Sale of Recyclables

Any proceeds from the sale of recyclables (e.g. mixed paper, cardboard, scrap metal) collected by and paid to the Proposer shall be credited to the University on the Proposer's monthly invoice. Copies of payments to the Proposer from the sale of recyclables shall be provided to the University with each monthly invoice.

1.3 Disposal Site

- a. The Proposer shall dispose of all residual discarded materials collected from the University at a California permitted landfill, transfer station, or material recovery facility.
- b. The University reserves the right to change the designated disposal site in order to have its residual discarded materials processed to achieve a higher level of diversion. If the University changes the designated disposal site, and if such change requires the Proposer to travel farther or longer from the initial disposal site to the new disposal site, the University shall adjust the Proposer's service compensation to reflect the Proposer's increased operating costs.

1.4 Waste Reporting Requirements

- a. The CSU System has mandated that all CSU campuses shall divert 50% of their waste stream from landfill by 2016, 80% by 2020 and move towards zero waste. A successful partnership with the Proposer shall require an understanding of these goals and the importance of accurate and timely submitted data in order to track progress toward these mandated goals.
- b. Proposer must be able to provide accurate weight data for each material type collected from individual roll-offs and compactors as well as reasonably accurate weight data for all materials collected from front-loading bins and carts. The University shall use the data for:
 1. right-sizing collection bins
 2. optimizing efficiency of collection frequencies
 3. identifying opportunities to increase diversion rates campus-wide and in discrete areas of campus (build-level)
 4. tracking generation levels campus-wide and in discrete areas of campus (build-level)

Thus, individual bin and cart weights and/or volume data are preferred. The Proposer shall propose a data collection methodology that will allow the University to meet the objectives outlined above.

- c. Proposer shall provide the University with the following reports via email or cloud-based database no later than the first Friday of the following month:
 1. Weight and type of materials collected from bins and carts (preferably individual bin and
 2. cart weights by material type and location)
 3. Roll-off bin weight and material type by location.
 4. Compactor bin weight and material type, if applicable.
 5. Recyclables Processing Facility Report
 - Name and address of facility
 - Reporting the diversion rates achieved at the facility
 - Identifying residuals percentage

- d. Compost Facility Report
 - 1. Name and address of facility
 - 2. Reporting the diversion rates achieved at the facility
 - 3. Identifying residuals percentage
- e. C&D Facility Report
 - 1. Name and address of facility
 - 2. Reporting the diversion rates achieved at the facility
 - 3. Identifying residuals percentage
- f. University-Specific Diversion Report
 - 1. Including the percentages and weights of material type that make up the total Diversion Rate for CSUDH.
 - 2. Identifying residuals percentage
- g. Waste Composition Report
 - 1. To be provided twice per year.
 - 2. Including the University-specific composition of recyclable materials, organics and residual discarded materials by material type.

1.5 Reconciliation of Services

- a. The Proposer shall submit an invoice to the University monthly in arrears. The invoice and all accompanying documentation must be received in hard copy and digital form by the University by the 15th of the month for the previous month's billing. At a minimum, the Proposer's invoice shall contain the following information:
- b. An exact description and count by date of each of the services (pickups, loads, etc.) provided in the previous
- c. Signed copies of dispatch tickets from the Proposer and certified weight tickets from the disposal or processing site, including the date, truck number, and tare weight and net weight of recyclables, organics, and residual discarded materials hauled during the month.
- d. A summary, shown as a credit, of the proceeds from the sales of recyclables, must be part of the invoice.
- e. The Proposer's monthly invoice shall include any other information that the University deems necessary. In the event that errors, overcharges or omissions are identified in the monthly invoice, the Proposer shall provide a new corrected invoice for the month in question. The University shall remit payment to the Proposer in accordance with California State prompt payment act.

1.6 Response Time

The Proposer shall fulfill service requests for roll-off box, compactor loads and for extra pickups of carts and front loading bins within 24 hours of being requested to do so by the University. The Proposer shall provide a proposed rate with 30 days for any additional services requested by the University during the term of the contract for collecting and/or processing of discarded materials in an innovative way. The University reserves the right to obtain services from other firms should the Proposer not be able to meet these service fulfillment time requirements.

1.7 Contractors Personnel

CSUDH reserves the right to disapprove the assignment of Contractor personnel provided to CSUDH under this contract at any time during the term of the contract. If CSUDH exercises this right, and the Contractor cannot immediately replace the disapproved personnel, CSUDH agrees to an equitable adjustment in the Schedule or other terms that may be affected thereby.

1.8 Litter and Spillage

- a. The Proposer shall not litter the campus in the process of providing collection services or while its vehicles are on the road. The Proposer shall exercise all reasonable care and diligence in providing collection services so as to prevent spilling or dropping of materials and shall immediately, at the time of occurrence, clean up such spilled or dropped materials. The Proposer shall cover or tarp all open-top roll-off containers before transporting them to the disposal or recycling facility.
- b. Any spilled equipment oil, hydraulic fluids, or other liquid debris resulting from the Proposer's operations shall be covered immediately with an absorbent material and removed from the street surface. The Proposer shall carry on its vehicles a broom, shovel, and absorbent material. If the University determines that it must take action for cleaning up any spills, due to public safety and/or environmental impact concerns, the Proposer shall be billed for the entire cost of such cleanup.
- c. In the event that the Proposer finds front loading bins, carts, roll-offs and/or compactors overflowing or the surrounding areas to be otherwise substantially littered with material, the driver should notify University personnel immediately, particularly if the conditions present an undue hindrance to Contractor's ability to service the bins. The Driver shall undertake the following steps to contact University personnel:
 - i. **Facilities Services** - During normal business hours: Monday through Friday from 7:30 a.m. to 5:00 p.m. the Driver must contact Facilities Services at 310-243-2161 to report the issue and request that the Recycling Coordinator and/or the Trades Manager be notified immediately.
 - ii. **University Housing** - During normal business hours: Monday through Friday from 7:30 a.m. to 5:00 p.m. the Driver must contact University Housing at 310-243-2282 to report the issue.
 - iii. Before and after normal business hours, on weekends or holidays: Driver must contact University Police at 310-243-3639 to report the issue and request that the Recycling Coordinator be notified immediately.

1.9 Hours of Collection

The Proposer shall not operate its vehicles on campus earlier than 6:00 a.m. or later than 5:00 p.m. One exception to this rule applies at the following locations: 300 feet within Residential Housing (no operation before 7:30 am). On Saturdays or Sundays, no collections may begin before 8 a.m.

1.10 Holidays

The University will be closed and the Proposer shall not provide service on the following holidays unless notified by the University to do so:

- New Year's Day
- Martin Luther King, Jr. Day
- Caesar Chavez Day

- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- The Friday following Thanksgiving Day
- Christmas Day
- And the week between Christmas and New Year's Day

1.11 Maintenance of Vehicles

The Proposer shall provide and maintain its vehicles in a clean and sanitary condition, well painted, and in good repair. The Proposer shall not use for the contract any vehicle that is more than eight (8) years old at the start of the contract. The Proposer's vehicles shall be equipped with backup warning devices. The Proposer's front-loading vehicles shall be equipped with a rear-view video camera.

1.12 Maintenance of Containers

- a. The Proposer shall furnish all containers, with the exception of any bins provided by haulers handling specialty waste not addressed by the Proposer as noted in Section 4.2.1 and 4.2.2. The Proposer shall provide and maintain all containers in a clean, sound condition free from putrescible residue and graffiti. Containers shall be constructed of heavy metal, or other suitable, durable material, and shall be watertight and well painted. The Proposer shall maintain in operable condition and good repair all wheels, lids, forklift slots, and other appurtenances which were designed for movement, loading, or unloading of the container.
- b. The Proposer shall label each container with clear, consistent signs (with pictures and words in English and Spanish) indicating whether the material includes commingled recyclables ("recycling"), organics ("compost") or residual discarded materials ("landfill/trash"). The Proposer shall obtain approval from the University on the design of the signs to ensure consistency with the University's outreach and education efforts. Containers should be of consistent color according to waste stream. This includes brown or black for "landfill/trash," blue for "recycling," and green or yellow for "compost." Other color schemes that still provide clear, consistent labeling to distinguish containers may be considered.
- c. The Proposer shall clean or replace containers used for putrescible residue annually, or more frequently if necessary, to prevent a nuisance caused by odors or vector harborage. The Proposer shall replace any container with graffiti within 24 hours of being notified by the University.

1.13 Maintenance of Records

Proposer shall maintain accurate records related to the frequency and level of service it provides to the University. The Proposer shall maintain accurate records and retain all source documents (e.g. weight tickets) related to the quantities of materials transported to the disposal or recycling site for at least three (3) years.

1.14 Pre-start Conference and Keys

- a. Proposer shall be required to attend a mandatory pre-start conference at the University prior to commencing service. The University shall inform the Proposer of pertinent University rules and regulations and scheduling requirements.

1.15 Campus Traffic and Parking Enforcement

Traffic regulations are enforced 24 hours a day, seven (7) days a week on campus. The Proposer and the Proposer's employees shall observe the University's traffic and parking regulations. The Proposer shall park in designated, marked parking spots or as specifically approved in writing by the Director of Facilities Management for the University. Any parking or driving citations issued on campus shall be paid by the Proposer.

1.16 Safe Operations

- a. The Proposer shall exercise caution at all times for the protection of persons, property, and the environment. Proposer shall comply with all occupational safety and health laws and regulations. The Proposer shall ensure that all industry occupational safety and health laws and regulations are known and observed by the Proposer's employees. The Proposer shall also make provisions for obtaining necessary emergency medical care for the Proposer's employees.
- b. Risk Management and Environmental Health and Safety (RM/EHS) may inspect all collection areas to ensure compliance with this Section. If, in the opinion of RM/EHS the Proposer or the Proposer's employees are jeopardizing the health and safety of the campus community, RM/EHS or its designee, has the authority to stop the Proposer's operations on campus until appropriate corrections are made.

1.17 Noise Control

The Proposer shall provide service and equipment in such a manner that shall produce the least amount of noise. In no event shall the maximum noise level within 1,000 feet of any classroom, residence hall, laboratory, residence, business, adjacent buildings or other populated areas exceed 85 dba when measured at a distance of 50 feet from the vehicle. The University reserves the right to determine if the Proposer's operations are creating a disruption to classes or to the community. The University reserves the right to arrange with the Proposer alternate times and methods for providing service, at no additional cost to the University.

1.18 Hazardous Waste

The Proposer shall train its employees in the identification and proper handling of hazardous waste. "Hazardous waste" shall mean all substances defined as hazardous waste by the State of California in Health and Safety Code §25110.02, §25115, and §25117, as they may be revised, amended, or re-codified. If the Proposer or its employees determine that materials placed in any container for collection contains hazardous waste, the Proposer shall have the right to refuse to accept such materials. In such case, the Proposer's employees and or the Proposer shall immediately notify the University.

1.19 Hazardous Material Incident

In the event the Proposer becomes aware of a hazardous materials spill within the boundaries of The University, the Proposer shall immediately notify the Environmental Health and Safety Office 310-243-3012 in order to mitigate the spill and minimize its effect on the environment.

1.20 Delegation of Performance

The Proposer shall not delegate or subcontract the performance of all or any part of this contract without the prior written consent of the University. Consent shall not be given to any proposed delegation which would relieve the Proposer or the Proposer's surety of their responsibilities under the contract.

1.21 Examination of Site and Contract Specifications

The Proposer affirms that, prior to entering into this contract; it has become thoroughly familiar with its obligations under this contract. This included, but was not limited to, a careful examination of all contract documents, specifications, and maps, and attendance by the Proposer or the Proposer's representative at the mandatory proposers' conference and job-walk held as detailed on the Schedule. No variation from the contract terms shall be made because of the Proposer's lack of examination or knowledge.

1.22 Exclusiveness of Contract

- e. The Proposer shall have the exclusive right to provide *regularly scheduled* residual discarded material collection and transportation service on the University's campus for all non-regulated materials as detailed in this contract. The University shall not enter into any other agreement with any other person or firm for the performance of the services included in this contract, see Section 4.6, Response Time. The University intends to use the Proposer services for all *regularly scheduled* organics and commingled recyclable materials collection, processing and transportation services.
- f. However, the University does have existing recycling agreements in effect that shall not be subject to the exclusivity of this contract including auxiliaries that are currently under other contracts. These agreements include, but are not limited to: The Loker Student Union's comingled materials recycling, cardboard recycling, and used cooking oil recycling services, library book recycling, confidential document destruction and recycling, rendering of animal carcasses and animal by- products, surplus property auctions and donation programs, toner cartridge recycling, and food donation programs.
- g. The University is also exploring on-site mulching and composting options and processing of commingled recyclables on-site and reserves the right to process some or all organic materials and/or commingled recyclables on-site if and when such options are deemed feasible.
- h. The University reserves the right to allow other firms to provide *temporary* materials collection service related to special events, or construction or demolition projects.
- i. If during the period of this contract CSUDH determines a new material stream to be recycled, and the Proposer does not have the capability to provide such services, the University shall have the right to obtain outside collection services for these materials.

1.23 Amendment to Contract

- a. CSUDH reserves the right to request in writing changes to the contract or alterations, additions, or omissions in the work at any time prior to the termination date of the contract without voiding the contract, and Proposer shall comply with such request. CSUDH shall adjust the Proposer's compensation for any such amendment to the contract according to the rates for service set forth in Appendix C, Cost Response Form, Exhibit A, B, C, and D. If the changes are not addressed by the service rates in Appendix C, the University shall adjust the Proposer's compensation on a reasonable basis commensurate with the corresponding change in the Proposer's cost caused by the ordered change.

- b. The Proposer may also request changes in the contract, but the Proposer shall not perform any such changes until the request is approved in writing by the University. Changed work shall be performed in accordance with the original contract requirements except as modified by an amendment. Except as herein provided, Proposer shall have no claim for any other compensation due to changes in the work.
- c. Any change or deviation from this contract made without authority in writing from the University will be at Proposer's own risk. No such change shall be made or adjustment in compensation granted unless the Proposer receives an executed amendment prior to making the change.

1.24 Authorization for Service Requests and On-Call Services

Only the Manager designated by Facilities Services to oversee the University's Waste hauling services, or other representatives authorized by said Manager or his/her superior(s) shall authorize the Proposer to provide additional containers, or to provide extra pickups of bins or roll-off boxes. The University shall provide the Proposer with a written list of authorized representatives at the inception of the contract, and from time to time thereafter, as needed.

1.25 Failure to Meet Terms of Contract

- a. If the University determines that Proposer has failed in any respect to meet the terms of this contract, the University may, at its sole option.
- b. Give five (5) days written notice to the Proposer, specifying the defects or lack of performance to be remedied. If the Proposer fails to remedy the defects or lack of performance within the time specified in the written notice, the University may cause the defects or lack of performance to be remedied and shall deduct the actual cost from any money due or to become due to the Proposer under the contract; or,
- c. If the University considers that the failure is sufficient grounds for such action, it may give written notice of at least five days to the Proposer and the Proposer's sureties, that unless the defects or lack of performance are remedied, the Proposer's control over the work will be terminated.

If the defects or lack of performance have not been remedied within the time specified in the notice, the Proposer's control shall terminate as of that time. Upon such termination, the University may take possession of and use all or any part of the materials and equipment on the premises to perform the Proposer's obligations. The University may permit the surety to complete or cause the contract work to be completed, or it may direct that all or any part of the work be completed by day labor or by employment of other Proposers on informal contracts, or both (Public Contract Code, Articles 10843-10845); or,

- d. Terminate the Proposer's control over the contract if the University has continuous and documented problems with the Proposer in the following areas:
 - 1. The Proposer does not consistently adhere to the required noise ordinances and does not enforce the noise control requirements of the University as noted in other areas of these specifications.
 - 2. The Proposer does not observe applicable traffic and safety laws despite verbal and written notifications to do so.
 - 3. The Proposer does not pick up the containers within the times specified in this contract despite verbal and written notification to do so.

4. The Proposer does not return containers to their proper location despite verbal and written notifications to do so.

1.26 Liquidated Damages for Failure to Perform

The following liquidated damage amounts will be leveled against the Proposer for failure to perform:

- a. For an initial failure to collect materials for one (1) day: \$15.00 per bin.
- b. For failure to collect materials for two (2) consecutive days: The liquidated damages for an initial failure to collect materials for one day plus \$30.00 per bin (for a cumulative total of \$45.00 per bin).
- c. For failure to collect materials for three (3) consecutive days: The liquidated damages for failure to collect materials for two days plus \$60.00 per bin (for a cumulative total of \$105.00 per bin).
- d. For failure to collect materials for four (4) consecutive days: The liquidated damages for failure to collect materials for three days plus \$120.00 per bin (for a cumulative total of \$225.00 per bin).
- e. For failure to collect materials for five (5) consecutive days: The liquidated damages for failure to collect materials for four days plus \$240.00 per bin (for a cumulative total of \$465.00 per bin).
- f. For each reported or observed occurrence of mixing loads of recycling or compostable materials with residual discarded materials or delivering material designated as recyclable or compostable to a disposal facility: \$250.00 per confirmed occurrence. For each reported or observed occurrence of excessive noise as defined in Section 4.16 above that is confirmed by Facilities Management staff: \$250.00 per confirmed occurrence.
- g. In the event that the University confirms an occurrence of excessive noise, the Contract Administrator shall immediately notify the Proposer of the location and circumstances of such occurrence. The Manager designated by Facilities Services to oversee the University's collection & processing services will be responsible for documenting and reporting to the Proposer any occurrences of failure to perform described above.

1.27 Proposers Responsibility for Damage

If the Proposer causes any property damage on campus, the Proposer or the Proposer's employee shall immediately notify the University. If the Proposer damages any property belonging to the University, the University may either retain from the money due to the Proposer an amount sufficient to repair the damage, bill the Proposer for the amount required to repair the damage, or require the Proposer to repair the damage to the satisfaction of the University at the Proposer's expense.

1.28 Vehicles Accidents

If the Proposer's vehicle is involved in any type of incident resulting in bodily injury, the Proposer or the Proposer's employee shall immediately notify the University Police at 310-243-3333. The Proposer shall fully cooperate with the University's investigation of any such incident.

1.29 Start-up Timing

Proposer shall be able to start up collection services by Monday, July 3, 2019. Setting containers in place shall be coordinated with the University Project Manager.

1.30 Training

Twice yearly, the Proposer shall provide training to University custodial staff, Facilities Services staff or others as requested. Trainings shall cover the proper placement of materials for collection, current processing and marketing information, and methods to reduce contamination.

1.31 Move In/Move Out Support

The University requires the assistance of the Proposer in providing temporary bins or roll-off boxes for reusable and recyclable materials and residual discarded materials associated with move in and move out of students from the University dormitories. The Proposer shall provide temporary containers that meet the specifications of the University and will assist the University to ensure that the collected material is directed to its highest and best use. In some cases, this may mean partnering with a for-profit or non-profit reuse organization (such as Goodwill Industries) for redistribution of reusable materials.

1.32 Student Housing Vehicle Entrance

The University requires that the Proposer enter through the exit side. The entrance is 14 feet wide. The exit is slightly over 30 feet wide. See below photo.



Rear Load/Front Load and Cart Based Services
Exhibit A

The rates provided below should be the full, entire, and complete compensation expected by the Contractor for furnishing all labor, materials, equipment, supplies, and other things necessary to perform all the services required by University in the manner and at the times prescribed in the Scope of Work.

*** Bidders shall pay close attention to the following notes when proposing pricing:**

Note 1 - All weight-based charges and rebates per ton will be supported by actual copies of a certified scale ticket for each segregated, CSUDH-only, load and excludes hauling charges

Note 2 - Hauling/Weight Charges are in addition to weight based charges or rebates.

Note 3 - It is anticipated that collection of two (2) or more carts or bins at one location will cost less than the same number of carts or bins at multiple locations.

Item	Service Description	Capacity	Price Per Weight (cost/rebate) Note 1*	Hauling Charge (per Lift) Note 2*	% Discount applied to additional containers of same commodity at one location Note 3*	Total Combo Price
1	Rear Load/Front Load Recyclable Materials	(1 cubic yard capacity)	\$2.06	\$4.94	0.1%	\$7.00
		(1.5 cubic yard capacity)	\$3.09	\$7.41	0.1%	\$10.50
		(2 cubic yard capacity)	\$4.12	\$9.88	0.1%	\$14.00
		(3 cubic yard capacity)	\$6.18	\$14.82	0.3%	\$21.00
		(4 cubic yard capacity)	\$8.24	\$19.76	0.4%	\$28.00
		(5 cubic yard capacity)	\$10.30	\$24.70	0.5%	\$35.00
		(6 cubic yard capacity)	\$12.36	\$29.64	0.6%	\$42.00
		TOTAL	\$46.35	\$111.15	2%	\$157.50
2	Rear Load/Front Load Compostable Materials	(1 cubic yard capacity)	\$13.13	\$24.88	0.1%	\$38.00
		(1.5 cubic yard capacity)	\$19.69	\$37.31	0.1%	\$57.00
		(2 cubic yard capacity)	\$26.25	\$49.75	0.1%	\$76.00
		(3 cubic yard capacity)	\$39.38	\$74.63	0.3%	\$114.00
		(4 cubic yard capacity)	\$52.50	\$99.50	0.4%	\$152.00
		(5 cubic yard capacity)	\$65.63	\$124.38	0.5%	\$190.00
		(6 cubic yard capacity)	\$78.75	\$149.25	0.6%	\$228.00
		TOTAL	\$295.33	\$559.70	2.1%	\$855.00
3	Rear Load/Front Load Residual Discarded Materials	(1 cubic yard capacity)	\$2.47	\$5.33	0.1%	\$7.80
		(1.5 cubic yard capacity)	\$3.70	\$8.00	0.1%	\$11.70
		(2 cubic yard capacity)	\$4.93	\$10.67	0.1%	\$15.60
		(3 cubic yard capacity)	\$7.40	\$16.00	0.3%	\$23.40
		(4 cubic yard capacity)	\$9.87	\$21.33	0.4%	\$31.20
		(5 cubic yard capacity)	\$12.34	\$26.66	0.5%	\$39.00
		(6 cubic yard capacity)	\$14.80	\$32.00	0.6%	\$46.80
		TOTAL	\$55.51	\$119.99	2.1%	\$175.50

Item	Service Description	Capacity	Price Per Weight (cost/rebate) Note 1*	Hauling Charge (per Lift) Note 2*	% Discount applied to additional containers of same commodity at one location Note 3*	Total Combo Price
4	Rear Load/Front Load Split Bins (3 Cubic Yard Capacity)	1.5 cubic yards recyclable materials	\$3.09	\$7.41	0.1%	\$10.50
		1.5 cubic yard trash	\$3.70	\$8.00	0.1%	\$11.70
		TOTAL	\$6.79	\$15.41	0.2%	\$22.20
5	Rear Load/Front Load Split Bins (4 Cubic Yard Capacity)	2 cubic yards recyclable materials	\$4.12	\$9.88	0.1%	\$14.00
		2 cubic yard trash	\$4.93	\$10.67	0.1%	\$15.60
		TOTAL	\$9.05	\$20.55	0.2%	\$29.60
6	Cart-Based Recycle Materials	32 Gallon Cart	\$0.33	\$0.79	0.1%	\$1.12
		64 Gallon Cart	\$0.66	\$1.58	0.1%	\$2.24
		96 Gallon Cart	\$0.99	\$2.37	0.1%	\$3.36
		TOTAL	\$20.08	\$45.84	0.7%	\$65.92
7	Cart-Based Compostable Materials	32 Gallon Cart	\$2.10	\$3.98	0.1%	\$6.08
		64 Gallon Cart	\$4.20	\$7.96	0.1%	\$12.16
		96 Gallon Cart	\$6.30	\$11.94	0.1%	\$18.24
		TOTAL	\$12.60	\$23.88	0.3%	\$36.48
8	Cart-Based Residual Discarded Materias	32 Gallon Cart	\$0.39	\$0.85	0.1%	\$1.25
		64 Gallon Cart	\$0.79	\$1.71	0.1%	\$2.50
		96 Gallon Cart	\$1.18	\$2.56	0.1%	\$3.74
		TOTAL	\$2.36	\$5.12	0.3%	\$7.49
GRAND TOTAL			\$439.02	\$901.64	8.0%	\$1,349.69

**Roll-Off Service Rates
Exhibit B**

The rates provided below should be the full, entire, and complete compensation expected by the Contractor for

* Bidders shall pay close attention to the following notes when proposing pricing:

Note 1 - All weight-based charges and rebates per ton will be supported by actual copies of a certified scale

Note 2 - Hauling Charges are in addition to weight based charges or rebates.

Item	Service Description	Capacity	Price Per Weight (cost/rebate) Note 1*	Hauling Charge (per Lift) Note 2*
1	Roll-Off Cardboard	10 Cubic Yard Capacity	\$95.00	\$190.00
		20 Cubic Yard Capacity	\$95.00	\$190.00
		30 Cubic Yard Capacity	\$95.00	\$190.00
		40 Cubic Yard Capacity	\$95.00	\$190.00
		TOTAL	\$380.00	\$760.00
2	Roll-Off Scrap	10 Cubic Yard Capacity	\$55.00	\$190.00
		20 Cubic Yard Capacity	\$55.00	\$190.00
		30 Cubic Yard Capacity	\$55.00	\$190.00
		40 Cubic Yard Capacity	\$55.00	\$190.00
		TOTAL	\$220.00	\$760.00
3	Roll-Off Mixed Paper	10 Cubic Yard Capacity	\$55.00	\$190.00
		20 Cubic Yard Capacity	\$55.00	\$190.00
		30 Cubic Yard Capacity	\$55.00	\$190.00
		40 Cubic Yard Capacity	\$55.00	\$190.00
		TOTAL	\$220.00	\$760.00
4	Roll-Off Recyclable Materials	10 Cubic Yard Capacity	\$125.00	\$190.00
		20 Cubic Yard Capacity	\$125.00	\$190.00
		30 Cubic Yard Capacity	\$125.00	\$190.00
		40 Cubic Yard Capacity	\$125.00	\$190.00
		TOTAL	\$500.00	\$760.00
5	Roll-Off Yard Trimmings	10 Cubic Yard Capacity	\$74.00	\$190.00
		20 Cubic Yard Capacity	\$74.00	\$190.00
		30 Cubic Yard Capacity	\$74.00	\$190.00
		40 Cubic Yard Capacity	\$74.00	\$190.00
		TOTAL	\$296.00	\$760.00
6	Roll-Off Wood	10 Cubic Yard Capacity	\$55.00	\$190.00
		20 Cubic Yard Capacity	\$55.00	\$190.00
		30 Cubic Yard Capacity	\$55.00	\$190.00
		40 Cubic Yard Capacity	\$55.00	\$190.00
		TOTAL	\$220.00	\$760.00
7	Roll-Off Constructions and Demolition Debris	10 Cubic Yard Capacity	\$75.00	\$190.00
		20 Cubic Yard Capacity	\$75.00	\$190.00
		30 Cubic Yard Capacity	\$75.00	\$190.00
		40 Cubic Yard Capacity	\$75.00	\$190.00
		TOTAL	\$300.00	\$760.00
8	Roll-Off Reusable Materials (From Move in/Move Out)	10 Cubic Yard Capacity	\$125.00	\$190.00
		20 Cubic Yard Capacity	\$125.00	\$190.00
		30 Cubic Yard Capacity	\$125.00	\$190.00
		40 Cubic Yard Capacity	\$125.00	\$190.00
		TOTAL	\$500.00	\$760.00
9	Roll-Off Residual Discarded Materials	10 Cubic Yard Capacity	\$55.00	\$190.00
		20 Cubic Yard Capacity	\$55.00	\$190.00
		30 Cubic Yard Capacity	\$55.00	\$190.00
		40 Cubic Yard Capacity	\$55.00	\$190.00
		TOTAL	\$375.00	\$570.00
GRAND TOTAL			\$3,011.00	\$6,650.00

*\$60 If contaminated

**Compactor Service Rates
Exhibit C**

The rates provided below should be the full, entire, and complete compensation expected by the Contractor for
* Bidders shall pay close attention to the following notes when proposing pricing:

Note 1 - All weight-based charges and rebates per ton will be supported by actual copies of a certified scale ticket for

Note 2 - Hauling Charges are in addition to weight based charges or rebates.

Item	Service Description	Capacity	Price Per Weight (cost/rebate) Note 1*	Hauling Charge (per Lift) Note 2*
1	Compactor - Mixed Paper	35 Cubic Yard Capacity	\$55.00	\$220.00
		20 Cubic Yard Capacity	\$55.00	\$220.00
		TOTAL	\$110.00	\$440.00
2	Compactor - Commingled Recyclables	35 Cubic Yard Capacity	\$125.00	\$220.00
		20 Cubic Yard Capacity	\$125.00	\$220.00
		TOTAL	\$250.00	\$440.00
3	Compactor - Organics	35 Cubic Yard Capacity	\$90.00	\$250.00
		20 Cubic Yard Capacity	\$90.00	\$250.00
		TOTAL	\$180.00	\$500.00
4	Compactor - Residual Discarded Materials	35 Cubic Yard Capacity	\$55.00	\$220.00
		20 Cubic Yard Capacity	\$55.00	\$220.00
		TOTAL	\$110.00	\$440.00
GRAND TOTAL			\$650.00	\$1,820.00

**Optional Service Rates
Exhibit D**

The rates provided below should be the full, entire, and complete compensation expected by the Contractor for
*** Bidders shall pay close attention to the following notes when proposing pricing:**

Note 1 - All weight-based charges and rebates per ton will be supported by actual copies of a certified scale ticket for

Note 2 - Hauling Charges are in addition to weight based charges or rebates.

Item	Service Description	Capacity	Price Per Weight (cost/rebate) Note 1*	Hauling Charge (per Lift) Note 2*
1	Roll-off - Construction & Demolition Debris	10 Cubic Yard Capacity	\$75.00	\$190.00
		20 Cubic Yard Capacity	\$75.00	\$190.00
		30 Cubic Yard Capacity	\$75.00	\$190.00
		40 Cubic Yard Capacity	\$75.00	\$190.00
		TOTAL	\$300.00	\$760.00
2	Appliances - Fridge, Stoves, Microwaves	10 Cubic Yard Capacity	\$600.00	\$190.00
		20 Cubic Yard Capacity	\$600.00	\$190.00
		30 Cubic Yard Capacity	\$600.00	\$190.00
		40 Cubic Yard Capacity	\$600.00	\$190.00
		TOTAL	\$2,400.00	\$760.00
3	Bulky Item Collection - Furniture, Televisions(Student Move Out Day)	10 Cubic Yard Capacity	\$360.00	\$190.00
		20 Cubic Yard Capacity	\$360.00	\$190.00
		30 Cubic Yard Capacity	\$360.00	\$190.00
		40 Cubic Yard Capacity	\$360.00	\$190.00
		TOTAL	\$1,440.00	\$760.00
4	Cleaning Behind Trash Dumpsters	Per Service	\$55.00	\$25.00
		TOTAL	\$55.00	\$25.00
		GRAND TOTAL	\$4,195.00	\$2,305.00