

MASTER AGREEMENT

CONTRACT NUMBER 3000027732	AM# NO
TAXPAYER'S FEDERAL/EMPLOYER IDENTIFICATION NUMBER 47-3020299	

THIS AGREEMENT, made and entered into this 16th day of April, 2018 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 the University, and

CONTRACTOR NAME

GW Debris Services LLC

hereinafter called the Contractor,

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

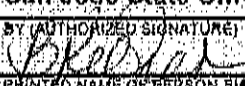
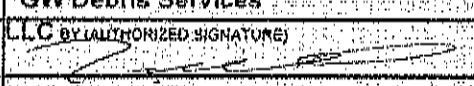
Contractor will provide waste hauling services for San Jose State University in accordance with RFB-WR00075046-BK, including the following exhibits, all of which are attached and by this reference made a part of this Agreement. Any conflict or inconsistencies among or between terms and conditions of the documents shall be resolved according to the following order of precedence from the document with the greatest control to the least in the following order:

- Exhibit "A" – Scope of Work
- Exhibit "B" – CSU General Provisions for Service Acquisitions
- Exhibit "C" – Bid Sheet
- Exhibit "D" – Addendums One, Two & Three

The Master Agreement does not encumber any funds, individual purchase orders will be established for billing of services and project work as identified in the RFP. The term of this Agreement shall commence July 1, 2018 and expires June 30, 2022, and allows for one (1) optional year with the mutual agreement of both parties, for a final termination date of June 30, 2023. The Master Agreement may be terminated according to the terms of the RFP.

Invoices may be submitted through the SJSU Accounts Payable web portal at: <http://einvoice.sjsu.edu/>

IN WITNESS WHEREOF, the parties have executed this Agreement hereto, upon the date first above written.

TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY		CONTRACTOR			
UNIVERSITY San Jose State University		CONTRACTOR GW Debris Services LLC			
BY (AUTHORIZED SIGNATURE) 	DATE 5/5/18	BY (AUTHORIZED SIGNATURE) 	DATE 5/21/2018		
PRINTED NAME OF PERSON SIGNING Barb Keltner, Contract Analyst		PRINTED NAME OF PERSON SIGNING Frank Weigel, Co-Chief Executive Officer			
ADDRESS 129 South 10th Street, San Jose, CA 95192 barbara.keltner@sjsu.edu / 408 924-1563		ADDRESS 1500 Berger Drive, San Jose, CA 95112 fweigel@greenwaste.com / 408 938-4902			
AMOUNT ENCUMBERED CURRENT FISCAL YEAR BY THIS DOCUMENT \$0.00		PROGRAM CATEGORY (CODE AND TITLE) (OPTIONAL USE) WR00075046			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$0.00		ITEM	CHAPTER	STATUTE	FISCAL YEAR 18/19
TOTAL AMOUNT ENCUMBERED TO DATE \$0.00		OBJECT OF EXPENDITURE (CODE AND TITLE)			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure state above. N/A			T.B.A. NO.	B.R. NO.	

CONTRACTOR CSU DEPARTMENT

SECTION 3

SCOPE OF WORK

1.0 GENERAL

1.1 It is the intent of this RFP to require the successful bidder to recycle, reuse, reclaim or compost the majority of trash and other discarded material from the University, using a Material Recovery Facility (MRF) and/or a composting facility.

1.2 The Contractor shall furnish all labor, materials, and equipment to properly, and in a legal manner, remove, recycle, compost or dispose of materials in containers at the indicated sites.

1.3 The Contractor shall also furnish all safety tools and equipment required for the proper and safe execution and completion of the work.

1.4 For all operations, the contractor shall observe, and compel his employees to observe and exercise all necessary caution and discretion so as to avoid injury to persons and damage to property of any and all kinds. The Contractor is responsible for compliance with all applicable OSHA provisions and other Federal, State and local laws and ordinances.

1.5 The Contractor shall remove and return the refuse or recycling containers within 24 hours after being called to perform the specified services, based on a 5-day week basis

1.6 All work performed shall be reviewed and accepted by the University's Contract Monitor.

1.7 The University reserves the right to change service times or frequencies of pick-ups as may be in the University's best interests. Furthermore, the University may change service schedules, at no additional costs, with thirty (30) days prior notice.

1.8 The Contractor shall furnish program support for University zero waste initiatives in order to achieve CSU Sustainability Policy goals (see Exhibit F).

2.0 ADDITIONAL DEFINITIONS RELATED TO SCOPE OF WORK

2.1 **University** – San Jose State University (SJSU) or an authorized SJSU representative.

2.2 **Vendor/Bidder** – Any individual, partnership, or corporation submitting a proposal or bid in accordance with the Request for Proposal or Request for Bid.

2.3 **Contractor** – The individual, partnership, or corporation whose proposal or bid is accepted and who enters into a contract with the University.

2.4 **Contract Manager (or Contract Supervisor)** – Representative of the Contractor responsible for the overall performance and quality of services as specified herein.

2.5 **University's Contract Monitor** – Representative from the University responsible for

monitoring the execution and quality of services as specified herein.

2.6 **Manager of Custodial Services, Manager of Grounds, or Recycling Specialist** – Individuals designated by the Director of Facility Services to be responsible for calling for services, and for coordinating and monitoring the execution and determining the quality of services as specified herein. The Director of Facility Services may also designate other individuals, by name and in writing, as authorized to call for services specified herein.

2.7 **Director of Facility Services** – Individual responsible for ensuring the execution, quality of services, and accepting for the University the services received under this contract. In his absence, other duly authorized Facility Services managers or lead persons, may accept for the University the services received under this contract.

2.8 **Associate Director of Facilities, Housing** – Individual responsible for scheduling and monitoring quality of service for the University Housing Services.

2.9 **Quality Control** – A method used by the Contractor to control the quality of services provided.

2.10 **Quality Assurance** – A method used by the University to monitor the Contractor's quality control program.

2.11 **Mixed Waste/Refuse** – Trash, garbage, rubbish or solid waste of a non-hazardous nature.

2.12 **Recyclables** – Non hazardous commercial or industrial materials or by-products which are collected in a manner different than solid waste, for the purpose of being reused to processed and then returned to the economic mainstream in the form of commodities. Recyclables shall include, but are not limited to, paper (newspaper, magazines, corrugated cardboard, ledger paper, officer paper, chipboard and other paper grades); glass; ferrous and non-ferrous metals; used beverage containers (aluminum cans, glass, and plastic containers); plastic films, packaging materials and scrap; yard waste and trimmings; used motor oil; and construction and demolition materials.

2.13 **Container** - May refer to either a compactor or a bin as described herein.

3.0 **CONTAINERS, LOCATIONS OR SITES, & FREQUENCY OF SERVICES** (*FACILITIES OPERATIONS*)

3.1 **BC Compactor #2**, 24 cubic yard capacity, Refuse/ Mixed Waste, to be sent to the MRF, southeast of Business Classrooms (BC), entrance from 10th Street. ***SJSU owns this compactor.*** On call service; pick-up and return of containers between 5:00 a.m. and 10:00 a.m., Monday through Friday.

3.2 **IS Compactor**, 24 cubic yard capacity, Refuse/ Mixed Waste, to be sent to MRF; between Industrial Studies (IS) Building and Engineering Building, on 8th Street (extension), entrance from San Fernando Street. ***SJSU owns this compactor.*** On call service; pick-up and return of containers between 5:00 a.m. and 10:00 a.m., Monday through Friday.

3.3 **DH Compactor**, 24 cubic yard capacity, Refuse/ Mixed Waste to be sent to MRF, east of Duncan Hall (DH), entrance from San Salvador Street. ***SJSU owns this compactor.*** On call service; pick-up and return of containers between 5:00 a.m. and 10:00 a.m., Monday through Friday.

3.4 **CY Compactor**, 34 cubic yard capacity, for Refuse/ Mixed Waste, inside the Corporation Yard

(CY), entrance from 10th Street and exit on San Fernando Street. SJSU owns this compactor. On call service; pick-up and return of containers between 7:00 a.m. and 3:00 p.m., Monday through Friday.

3.5 One (1) Bin, 20 yard capacity for metal, inside the Corporation Yard (CY), entrance from 10th Street and exit from San Fernando Street. Contractor to provide this bin. On-call services, pick-up and return of container, between 7:30 a.m. and 3:30 p.m., Monday through Friday.

3.6 One (1) Bin, 20 yard capacity for wood, inside the Corporation Yard (CY), entrance from 10th Street and exit from San Fernando Street. Contractor to provide this bin. On-call services, pick-up and return of container, between 7:30 a.m. and 3:30 p.m., Monday through Friday.

3.7 One (1) Bin, 40 yard capacity for greenwaste, inside the Recycling Yard at Central Plant, entrance from 10th Street just north of San Carlos Street. Contractor to provide this bin. On-call services, pick-up and return of container, between 7:00 a.m. and 3:30 p.m., Monday through Friday.

3.8 One (1) Bin, 40 yard capacity for greenwaste, inside Spartan Stadium, north end, entrances from 10th Street and 7th Street. Contractor to provide this bin. On-call services, pick-up and return of container, between 7:30 a.m. and 3:30 p.m., Monday through Friday.

3.9 One (1) Bin, 10 yard capacity, at the Industrial Studies building, for MRF, entrance from San Fernando Street from approximately 8th Street between the Industrial Studies Building and the Engineering building. Contractor to provide this bin. Container height shall not exceed five feet to permit easy dumping from a truck or handcart. Container shall rest on skids which prevent damage to asphalt or concrete. On call services, pick-up and return of containers between 8:00 a.m. and 3:00 p.m., Monday through Friday.

3.10 One (1) Bin, 10 yard capacity, at the Art Foundry, for MRF, entrance from 5th Street between Martha Street and Keyes Street. Contractor to provide this bin. Container height shall not exceed five feet to permit easy dumping from a truck or handcart. Container shall rest on skids which prevent damage to asphalt or concrete. On call services, pick-up and return of containers between 8:00 a.m. and 3:00p.m., Monday through Friday.

3.11 One (1) Bin, 3 yard capacity, for MRF, in the parking lot southeast of South Campus Field House, entrance from Humboldt Street and exit onto 10th Street. Contractor to provide this bin Daily service, pick-up and return of containers between 5:00 a.m. and 10:00 a.m., Monday through Friday.

3.12 One (1) Bin, 20 yard capacity, for Refuse/ Mixed Waste, east of and inside the perimeter fence of Spartan Stadium, entrance from 7th Street near Alma Street. Contractor to provide this bin. Container height shall not exceed five feet to permit easy dumping from a truck. Container shall rest on skids which prevent damage to asphalt or concrete. On call services, pick-up and return of containers between 7:30 am and 3:00 p.m., Monday through Friday.

3.13 One (1) Bin, 3 yard capacity, for Refuse/ Mixed Waste, in the northwest corner of the parking lot of the Alan B. Simpkins Building, entrance from 7th Street near Alma Street Contractor to provide this bin. Three times a week service, pick-up and return of containers, between 5:00 a.m. and 10:00 a.m., on Monday, Wednesday and Friday.

3.14 One (1) Bin, 6 yard capacity, for Refuse/ Mixed Waste, in the enclosure at the northeast corner of the Simpkins Stadium Center, entrance from 7th or 10th Streets, between Humboldt and Alma Streets. Contractor to provide this bin. Daily service, pick-up and return of containers between 5:00 a.m. and 10:00 a.m., Monday through Friday.

3.15 One (1) Bin, 40 yard capacity, for **mixed recyclables**, at the Engineering Courtyard, entrance from San Fernando Street, between Seventh and Eighth Street. Contractor to provide this bin. On call services, pick up and return of containers between 7:30 a.m. and 3:00 p.m.

3.16 One (1) Bin, 10 yard capacity, for **recycling concrete, brick, rocks, etc.**, at the Engineering Courtyard. Contractor to provide this bin. On call services, pick up and return of containers between 7:30 a.m. and 3:00 p.m., Monday through Friday.

4.0 CONTAINERS, LOCATIONS OR SITES, & FREQUENCY OF SERVICES (UNIVERSITY HOUSING)

4.1 One (1) Bin, 3 yard capacity for **trash** and One (1) 4 yard capacity, **mixed recyclables**, Washburn Hall, entrance on 7th Street between San Salvador and San Carlos Streets. Contractor to provide these bins. Three days a week, pick up Monday, Wednesday, Friday, Washburn Hall, 385 South 8th Street. Housing would like to be able to call these bins in for additional pickups when necessary, and to be able to reduce the frequency of pickups to less than three times per week during the winter break and summer months when business is slower.

4.2 Five (5) top load type bins, 2 yard capacity each for **trash**, Joe West Hall, entrance to area from 8th street through secured gate (Housing to provide code for Green Waste drivers). SJSU Housing owns these bins. Four days a week, pick up Monday, Tuesday, Thursday and Saturday, Joe West Hall, 347 8th Street. Housing would like to be able to call these bins in for additional pickups when necessary, and to be able to reduce the frequency of pickups to less than four times per week during the winter break and summer months when business is slower.

4.3 Four (4) top load type 3 yard capacity **COMPACTED** steel bins for **trash**. Campus Village, entrance to area from 8th street through secured gate (Housing to provide code for Green Waste drivers). SJSU Housing owns these bins. Five days a week, pick up Monday, Tuesday, Thursday, Friday and Saturday, Campus Village, 347 S. 8th Street. Housing would like to be able to call these bins in for additional pickups when necessary, and to be able to reduce the frequency of pickups to less than five times per week during the winter break and summer months when business is slower.

4.4 Four (4) top load type 3 yard capacity, **COMPACTED** steel top load bins for **recycling**. Campus Village, entrance to area from 8th street through secured gate (Housing to provide code for Green Waste drivers). SJSU Housing owns these bins Four days a week, pick up Monday, Tuesday, Thursday and Saturday, Campus Village, 347 S. 8th Street. Housing would like to be able to call these bins in for additional pickups when necessary, and to be able to reduce the frequency of pickups to less than four times per week during the winter break and summer months when business is slower.

4.5 One (1) top load type 8 yard capacity **cardboard** bin Campus Village, entrance to area from 8th street through secured gate (Housing to provide code for Green Waste drivers). Contractor to provide this bin. Pickup once per week on Wednesdays. Housing would like to be able to call this bin in for additional pickups when necessary, and to be able to reduce the frequency of pickups to less than one time per week during the winter break and summer months when business is slower.

4.6 Two (2) top load type bins, 3 yard capacity each for **trash**, Campus Village 21, entrance to area from 8th street through secured gate (Housing to provide code for Green Waste drivers). SJSU Housing owns these bins. Four days a week, pick up Monday, Tuesday, Thursday and Saturday, Campus Village 21, 347 8th Street. Housing would like to be able to call these bins in for additional pickups when necessary, and to be able to reduce the frequency of pickups to less than four times per week during the winter break and summer months when business is slower.

4.7 One (1) 40 yard bin for mixed recycling to be kept at Campus Village, entrance to area from 8th street through secured gate (Housing to provide code for Green Waste drivers). Contractor to provide this bin. Pickup on on-call basis.

5.0 **CONTAINERS, LOCATIONS OR SITES, & FREQUENCY OF SERVICES**
(STUDENT UNION)

5.1 Three (3) Bins, 4 yard capacity for refuse, to be sent to the MRF. Located at Event Center Dock, entrance to area from 10th street between San Antonio and San Carlos. Contractor to provide these bins. Twice a week service, on Tuesdays and Saturdays.

5.2 One (1) bin, 4 yard capacity for cardboard. Located at Event Center Dock, entrance to area from 10th street between San Antonio and San Carlos. Contractor to provide this bin Twice a week service, on Tuesdays and Saturdays.

6.0 **CONTAINERS, LOCATIONS OR SITES, & FREQUENCY OF SERVICES**
(SPARTAN SHOPS)

6.1 **SU Compactor**, 20 cubic yard capacity, to be sent to MRF; Student Union Loading Dock, entrance from San Fernando. Spartan Shops owns this compactor. Once a week service, on Fridays, pick up and return before 5:00 a.m. preferred. Spartan Shops would like to be able to call this compactor in for additional pickups when necessary, and to be able to reduce the frequency of pickups to less than once per week during the summer months when business is slower.

6.2 Two (2) Bins, 8 yard capacity, for mixed recyclables, Student Union Loading Dock, entrance from San Fernando. Contractor to provide these bins. Five day a week service, Monday through Friday, pick up before 5:00 a.m. preferred, Spartan Shops would like to be able to call this bin in for additional pickups when necessary, and to be able to reduce the frequency of pickups to less than five times per week during the summer months when business is slower.

6.3 **DC Compactor**, 20 cubic yard capacity, to be sent to MRF; Dining Commons (DC), entrance from San Salvador/8th Street. Spartan Shops owns this compactor. Once a week service, on Fridays, pick up and return before 5:00 a.m. preferred. Spartan Shops would like to be able to call this compactor in for additional pickups when necessary, and to be able to reduce the frequency of pickups to less than one time per week during the summer months when business is slower.

6.4 Four (4) Bins, 4 yard capacity, for mixed recycling, Dining Commons (DC), entrance from San Salvador/8th Street. Contractor to provide these bins. Five day a week service, Monday through Friday, pick up before 5:00 a.m. preferred, Spartan Shops would like to be able to call these bins in for additional pickups when necessary, and to be able to reduce the frequency of pickups to less than five times per week during the summer months when business is slower.

6.5 Spartan Shops will also need eighteen (18) 96 gallon toter style bins and two (2) 64 gallon toter style bins for transporting waste to the larger containers that the contractor will be picking up. These toter bins will be placed and used at the following locations: four (4) 96 gallon toters at the Student Union dock (to be used by the Student Union food court); twelve (12) 96 gallon toters at the Dining Commons dock (to be used by the Dining Commons and the Village Market), and two (2) 64 gallon toters at On 4th Street Café (located at the Martin Luther King Library). Contractor to provide these toters.

7.0 **CONTAINERS, LOCATIONS OR SITES, & FREQUENCY OF SERVICES
(ATHLETICS)**

7.1 Two (2) Bins, 3 yard capacity for refuse for MRF. Located at Spartan Stadium, entrance from 10th street. Contractor to provide these bins. On call pickup.

7.2 Two (2) Bins, 3 yard capacity for Cardboard. Located at Spartan Stadium, entrance from 10th street. Contractor to provide these bins. On call pickup.

8.0 **EQUIPMENT SPECIFICATIONS—COMPACTORS**

8.1 The University owns Seven (7) compactors. The compactors' descriptions are as follows:

8.1.a Three (3) self-contained compactors, 24 cubic yard each with 1 cubic yard charge box (FD&O).

8.1.b One (1) self-contained compactor, 34 cubic yard with 1.9 cubic yard charge box and custom-build, four-sided rear feed hopper (FD&O)

8.1.c One (1) compactor unit used to compact waste into 4 cy open top bins for front load pickup (FD&O-King Library)

8.1.d Two (2) self-contained compactors, 20 cubic yards each with a 1 cubic yard charge box (Spartan Shops).

8.2 Compactors are equipped with automatic shut-off device in the event of low hydraulic, overfilling or jammed loads.

9.0 **SITE SPECIFICATIONS—COMPACTORS**

9.1 The University shall provide compactor sites, at present or alternate locations, which meet the specifications stated herein.

9.2 Each compactor site shall have adequate power of 208-230-460 volt, 3 phase; fused quick disconnect breaker box with adequate service for unit within 6' of the machine.

9.3 Each compactor shall have a 3,000 psi 6" reinforced concrete pad of 10' x 25' minimum dimensions and steel guide rails for proper container alignment.

10.0 **EQUIPMENT SPECIFICATIONS—BINS**

10.1 The Contractor shall provide all bins necessary for the performance of services required in this proposal. All bins or containers shall carry proper signage (refuse or recyclables, etc.), and safety warnings as required by OSHA or any other pertinent government agency.

10.2 Bins up to and including 6 yard capacity. These containers shall be mounted on two (2) stationary and two (2) swivel wheels and be equipped with two handles to permit moving them. Each container shall have a lid that shall fit tight around the full perimeter of the container when closed.

10.3 Bin, 20 yard capacity at Spartan Stadium. Container height shall not exceed five feet to permit easy dumping from a truck. Container shall rest on skids which prevent damage to asphalt or concrete.

10.4 Bin, 10 yard capacity at the Art Foundry. Container height shall not exceed five feet to permit easy dumping from a truck or handcart. Container shall rest on skids which prevent damage to asphalt or concrete.

11.0 EQUIPMENT OWNERSHIP

11.1 COMPACTORS—The compactors specified under paragraph 18.0 are owned by the University. The University shall maintain the containers in a safe, operable and presentable condition.

11.2 The Contractor shall take care and all necessary precautions not to damage University-owned compactors. Contractor shall further be liable for any damage sustained in performance of duties and shall pay to replace or repair damaged compactors.

11.3 BINS—The Contractor shall provide the University, at no additional cost, metal containers, which meet the specified requirements, at each of the specified locations. The Contractor shall maintain the containers in a safe, operable and presentable condition, and shall replace and/or repair within 24 hours any unserviceable containers at no additional cost to the University.

11.4 The Contractor shall retain ownership of all supplied containers and assumes all risks, including damage or theft, associated with refuse collections services.

12.0 MAINTENANCE OF COMPACTOR AND BINS

12.1 The University shall maintain all compactors in a safe and fully operational mode. The University will enter in a separate, extended maintenance agreement with a compactor maintenance vendor, based on a competitive procurement process.

12.2 The Contractor shall notify the SJSU representative if any operational or safety issues are observed when services the University Owned compactors.

12.3 The Contractor shall wipe clean the tailgate seals on self-contained compactors after the unit(s) have been emptied to prevent leakage. This stipulation applies at all times.

12.4 The Contractor shall periodically inspect and compactors and bins to detect faults and potential breakdowns.

12.5 The Contractor should periodically, at least once per quarter, rinse out the University owned compactors using a pressure washer after emptying the compactors at their facility. The contractor shall provide a per hour price to perform this service (see Exhibit XX).

12.6 The University shall report to the Contractor whenever a compactor malfunctions or is not operational, particularly whenever any safety devices are not functioning as intended.

13.0 ADDITIONAL SERVICES AND/OR REDUCTION OF SERVICES OR SITES

13.1 The University reserves the right to change the frequency of services, to add, delete or change sizes of bins and/or sites as it deems necessary during the term of this contract, whether it be due to the addition of new buildings, demolition of old buildings, or reduction of the waste stream.

Please note: There are several buildings that are designated to undergo renovation during the term of this contract, and service to those buildings will be impacted. The university will provide sufficient notice as necessary.

13.2 Should it become necessary, The Contractor shall provide additional bins at any of the different sites, on a short-term or long-term basis, as determined solely by the University.

13.3 The cost of such additional services shall be based on the rates quoted in the Contractor's bid for a similar size bin and/or a similar service. The Contractor's proposal or bid shall include rates for additional common use container sizes, term of services, and frequency of recurring services, as applicable.

13.4 The Contractor shall not deliver any containers to the University sites, under the terms of this contract, without the University's authorization. Containers which are delivered without authorization shall be removed from the University within 24 hours of notification. The Contractor shall not charge the University for the disposal of any refuse deposited in the containers that were delivered without authorization.

13.5 In the event that the University elects the option to reduce services and/or sites, the Contractor shall be notified, in writing, no less than 30 days in advance of the effective date of such change. Once the services and/or sites are reduced, the deductions and/or adjustments will be made to the corresponding monthly payments for the affected services and/or sites.

13.6 As the University expands its solid waste reuse and recycling program, the estimated frequency of services at any or all of the serviced sites may decrease.

13.7 The Contractor will provide access for the University to an approved and licensed landfill and recycling facility. The Contractor will provide a per cubic yard price for self-hauled greenwaste and landfilled waste, wood, cardboard, metal, greenwaste, or other recyclables.

13.8 The Contractor will provide on call bins, of variable sizes, at the sole discretion of the University, for recycled items such as wood, cardboard, metal, greenwaste, or other recyclables.

13.9 The Contractor will provide a weight report for all refuse, recycled and composted materials removed from the University, every month.). The contractor will perform an annual waste audit of the University.

14.0 ACCESS TO SITES

14.1 The University shall direct and provide access to the different sites where refuse containers (compactors and bins) are kept so the Contractor's personnel may perform the specified services.

14.2 The University shall endeavor to prevent, whenever possible, the unauthorized parking of vehicles in egress areas which would block the access to and/or preclude the proper and safe removal and/or return of the refuse containers (compactors and bins).

14.3 In the event that access to the service sites is blocked and/or not provided in a timely manner, the Contractor shall call the University Police dispatch (408) 924-2222, or the FD&O service desk (408) 924-1990, and/or the University's Contract Monitor to gain access and/or reschedule the services.

14.4 The University shall issue the Contractor, at no charge, the keys necessary for performance of

the specified work at the Art Foundry site and the Recycling yard located on 10th street. Receipt of the keys shall be signed for by the Contractor or an authorized representative.

14.5 The Contractor is tasked with key control and assumes full responsibility for insuring that keys are not lost, misplaced, or misused. Loss or lack of accountability of keys shall be reported to the University Police immediately. The Contractor shall be liable for the total cost of all labor, materials and administrative effort to re-key all areas accessible if keys are lost. As the University is concerned with the potential for loss, the Contractor shall be responsible for the cost of re-keying regardless of whether the University has suffered any actual material loss. Upon termination of the contract, all keys shall be returned to the University.

15.0 CONTRACTOR'S QUALITY CONTROL

15.1 The Contractor shall establish a complete quality control program to assure that the services and requirements of the contract are provided as specified.

15.2 The Contractor shall assign one (1) primary Contract Manager and one (1) backup representative to service the University's account. The Contract Manager shall be available during normal business hours (8:00 a.m. to 5:00 p.m., Monday through Friday) and would be responsible for scheduling, personnel, invoicing, and dispute resolution.

15.3 Contract Manager, or a duly designated representative, shall inspect the work performed to identify and correct any deficiencies.

15.4 The Contractor shall maintain compactors and bins in a sanitary and relatively odor-free condition. The University retains the right to request a container change at any time. Containers shall be cleaned to the University's satisfaction or replaced within 24 hours of request at no additional cost to the University.

15.5 The Contractor shall remove and replace the compactors and bins in a safe and proper manner, ensuring the lawn and planted areas are not damaged by the trucks, compactors, and/or bins.

15.6 The Contractor shall endeavor to exercise the utmost care in the handling, transporting, and relocating the University-owned compactors.

15.7 Damage to University property shall be reported immediately, but in no case later than two (2) hours from occurrence, to the Office of Facilities Development and Operations at (408) 924-1990, or the University Police Department at 924-2222. The Contractor shall be liable for all damages incurred in performance of duties.

15.8 The Contractor's employees shall wear uniforms, jackets, or vests clearly identifying themselves as employees of the Contractor. In addition, trucks and containers shall be marked as belonging to the Contractor. Each driver shall have in his/her possession a valid California driver's license of the appropriate classification.

15.9 The Contractor shall take care not to disturb, bother, or annoy University employees, residents, students or neighbors.

16.0 QUALITY ASSURANCE BY THE UNIVERSITY

16.1 In order to monitor the quality of work performed by the Contractor, the University's representative may conduct random inspections, at the designated University sites, during the execution of the contract. The University's representative may conduct inspections at the MRF and/or composting facilities and request State of California reports verifying Contractor diversion rates.

16.2 At the completion of the work, the University's Contract Monitor shall inspect and accept the services performed as specified under the contract.

16.3 If the services are not in conformity with the requirements of the contract, the University shall have the right to: (a) require the Contractor to immediately perform the services in accord with the contract requirements; and (b) make monetary deductions to reflect the reduced value of the services.

16.4 In the event the Contractor fails to take necessary steps, within 24 hours after notification, to ensure conformity with the requirements of the contract, the University shall have the right to either: (a) procure or furnish, upon such terms and manner as deemed appropriate, services as required by the contract and charge to the Contractor all costs incurred by the University for the performance or procuring of such services; or (b) terminate this contract for default.

17.0 TERMS OF THE CONTRACT

17.1 The University intends to enter into a four (4) year agreement, to begin approximately July 1, 2018 and ending June 30, 2022, with an additional one (1) year renewal option. Renewal shall be at the discretion of the University, and contingent on mutual agreement between the University and the Contractor. Such agreement to be confirmed not less than thirty (30) days prior to the termination of the most current contract period. In the event of an option renewal, all terms and conditions, including pricing, shall remain in effect.

17.2 The University may terminate this agreement without penalty upon giving thirty (30) days written notice to the Contractor. In the event of termination, the full extent of University liability shall be limited to payment for services received to the satisfaction of the University.

17.3 The Contractor must be licensed by the City of San Jose for trash/refuse and recycling pick-up, processing of recyclables, disposal of refuse, and have a valid license in effect for the duration of agreement.

18.0 RATE GUARANTEES

18.1 Contract pricing shall be firm for the initial one (1) year period. In addition, compactor bin rates shall be guaranteed for the duration of the contract with the following exception. After the initial one (1) year period, the Contractor may request a price increase due to governmental regulatory fees or taxes which increase hauling or disposal costs. Decrease in hauling or disposal costs as a result of governmental regulatory action shall also be passed on to the University.

18.2 All material cost increases are subject to review and approval by the University. The total percent increases shall not exceed the annualized CPI or 5%, whichever is less per year over the rates of the preceding year. All requests for cost increases shall be supported by documentation substantiating the increase as presented to the Contractor (i.e. notice from supplier or manufacturer, or invoice). All such requests shall: (i) be submitted on Contractor letter head; (ii) be submitted to the Director of Administrative Services in Facilities Development & Operations and the appropriate Contract Analyst in the Contracts & Purchasing Department and (iii) include a revised Bid Sheet detailing any increases or decreases in cost. Requests must be submitted Sixty Days (60) prior to the close of each applicable fiscal

year (i.e. May 1st). Subsequent requests will be reviewed and considered no earlier than Sixty Days (60) prior to the close of the following fiscal year. Only one request per fiscal year will be considered, and shall address all materials collectively. The University shall have Thirty Days (30) from receipt to review the request and shall issue in writing: (i) notice of acceptance of such increase or, (ii) notice of termination, which shall become effective Thirty Days (30) after date of said notice.

The University reserves the right to accept price increase or terminate the agreement without penalty. In the event of termination, the Contractor shall be paid only for work actually completed to the University's satisfaction.

19.0 SITE AND EQUIPMENT INSPECTION

19.1 A mandatory pre-bid conference and site inspection will be held at "Boyce Gate" next door to the Facilities Development & Operations Building, as stated in Section 1.

19.2 The mandatory pre-bid conference and site inspection will include a walk by the compactor and bin sites.

19.3 Attendance will be limited to the representatives of each firm. Furthermore, attendance at the pre-proposal conference and site inspection shall be strictly at bidder's expense.

23.4 After completion of the pre-bid walk through, prospective bidders shall have an opportunity to submit questions in writing per the timeline specified in Section 1.

24.0 ADDITIONAL REQUIREMENTS

- 24.1 (a) A site visit of local administrative and operations facilities may also be required as part of the evaluation process.
- (b) Bidders must have experience servicing comparable size enterprises, preferably in an academic setting.
- (c) Bidders must be capable of providing single stream sorting recycling services at a MRF. Bidders must also possess the capability of sorting recyclables and compostable materials from the mixed waste and refuse, to ensure that as little of SJSU's waste as possible is landfilled.

24.2 To be considered for award, all items in Section 5 shall be bid. Your bid price in Sections 5.1 through Section 5.4 will be considered in the evaluation criteria of "Cost". Be advised that the University will select any combination of compactor and bin refuse and recycling services and award them separately or as a lot, as may be in the University's best interest.

24.3 Separate bid pricing shall be required for "Additional Services". These services are for consideration in Section 5.5. The University may elect to award this option as part of a contract, or separate contract as may be in the University's best interest.

24.4 Any proposal which is materially unbalanced as to prices for any of the options may be rejected as non-responsive. An unbalanced bid is one which is based on prices which are significantly overstated for some services and prices significantly less than cost for some other services.

25.0 INVOICE FOR PAYMENT

25.1 Payment shall be made monthly, in arrears, upon submission of an invoice to the university, and

after the completion of the work, provided services have been rendered in a satisfactory manner, and in accordance with all other terms of the contract.

25.2 Separate invoices will be required for Facilities, Development and Operations (FD&O), University Housing Services, and Spartan Shops. Additional University departments requiring refuse collection services shall also be invoiced separately if requested by the University.

25.3 If deductions are made, due to unsatisfactory performance and/or incomplete services, and the issue has not been satisfactorily resolved, the invoice shall be subject to reduction.

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

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

1. Commencement of Work.....	3
2. Contract Alterations & Integration	3
3. Severability.....	3
4. Independent Status.....	3
5. Governing Law	3
6. Contractor's Power and Authority.....	3
7. Assignments.....	3
8. Personnel	3
9. Waiver of Rights.....	3
10. Time.....	3
11. Entire Contract.....	3
12. Appropriation of Funds.....	3
13. Cancellation	4
14. Termination for Default.....	4
15. Rights and Remedies of CSU for Default.....	4
16. Warranty	4
17. Safety and Accident Prevention.....	4
18. Insurance Requirements.....	4
19. General Indemnity	6
20. Invoices.....	6
21. Document Referencing	6
22. Use of Data	6
23. Confidentiality of Data	6
24. Information Security Requirements.....	7
25. Patent, Copyright, and Trade Secret Indemnity.....	7
26. Rights in Work Product	7
27. Examination and Audit.....	8
28. Dispute.....	8
29. Conflict of Interest.....	8
30. Follow-On Contracts	8
31. Endorsement	8
32. Covenant Against Gratuities.....	9
33. Nondiscrimination	9
34. Compliance with NLRB Orders	9
35. Drug-Free Workplace Certification	9
36. Forced, Convict, Indentured and Child Labor	9
37. Recycled Content Certification.....	9
38. Child Support Compliance Act.....	10
39. Americans With Disabilities Act (ADA).....	10
40. Debarment and Suspension.....	10
41. Expatriate Corporations.....	11
42. Citizenship and Public Benefits	11
43. Loss Leader.....	11
44. DVBE and Small Business Participation.....	11
45. Contractor's Staff	11



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.

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 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.

- (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

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

- (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 1, 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

- 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

- (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;

- (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.

CSU GENERAL PROVISIONS FOR SERVICE ACQUISITIONS

Revised 10/15/14

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.

4-1 Section 5 Bid Sheet

Exhibit C

In compliance with your proposal response for refuse collection services, you hereby propose to complete the stated work, as described, at the rates listed herein.

SECTION 5.1
**FD&O – ON CALL
 REFUSE AND RECYLING COLLECTION MONTHLY COSTS**

Location	Container	Size	Frequency	Haul Cost (each time)	Total Monthly Costs (est.)*
BC #2 (10 th St.	Compactor	24 yds	On call	\$650	\$1,300
IS (San Fernando)	Compactor	24 yds	On call	\$650	\$1,300
DH (San Salvador)	Compactor	24 yds	On call	\$650	\$1,300
Corporation Yard	Compactor	34 yds	On call	\$875	\$1,750
So. Campus (Stadium)	1 Bin	20 yds	On call	\$400	\$800
Art Foundry	1 Bin	10 yds	On call	\$550	\$1,100
Engineering Courtyard	1 Bin	40 yds	On call	\$500	\$1,000
Engineering Courtyard	1 Bin	10 yds	On call	\$550	\$1,100
Hammer Theatre	1 Bin	3 Yds	On Call	\$50	\$100
Industrial Studies Courtyard	1 Bin	10 yds	On call	\$390	\$780

**Add Alt #1 Corp Yard	1 Bin / cardboard	40 yds	On Call	\$0	\$0
**Add Alt #2 Central Plant	1 Bin/ mixed paper, covered container	15 yds	On Call	\$150	\$300
**Add Alt #3 Central Plant	Compactor	15 yds	On Call	\$150	\$300

Monthly Sub Total for this Section	\$11,130
---	-----------------

NOTE: The total monthly costs for "on call" compactors and bins are to be based on the potential for two (2) service calls per month. The actual number of calls shall be contingent on actual need.

* Total Monthly Costs = Two (2) Haul Costs.

** Add Alt #1 and #2 will be temporary until the university purchases the compactor for Add Alt #3 which will replace Add Alt #1 and #2.

SECTION 5.2
**FD&O – SCHEDULED PICK UP
 REFUSE AND RECYCLING COLLECTION MONTHLY COSTS**

Location	Container	Size	Frequency	Total Monthly Costs
Simpkins Center	1 Bin	6 yds	3 x week	\$750
Simpkins Athletic Bldg	1 Bin	3 yds	3 x week	\$467
So. Campus (Humboldt)	1 Bin	3 yds	3 x week	\$467
*REVISED MLK Library	Compactor 1x	10 yds	1 x week	\$2,500
MLK Library	Open Top X2 Mixed paper & Cardboard	4 yds	M x 2 Tues-Fri x 1	\$0

*MLK Library Compactor, 10 yds 1 x per week

Monthly Sub Total for this Section	\$4,184
---	----------------

SECTION 5.3
**SPARTAN SHOPS & STUDENT UNION – AS SPECIFIED
 REFUSE AND RECYCLING COLLECTION MONTHLY COSTS**

Location	Container	Size	Frequency	Monthly Service Cost (scheduled)
SU Loading Dock San Fernando	Compactor Food Waste	20 yd	1x/Week Fridays	\$770
SU Loading Dock San Fernando	2-Bins Mixed Recyclables	8 yd	5x/Week	\$0
Dining Commons 8 th Street	Compactor Food Waste	20 yd	*On Call Fridays	\$770
Dining Commons 8 th Street	4-Bins, Mixed Recyclables	4 yd	5x/Week	\$0
Event Center	3-Bins, Mixed Waste/Refuse	4 yd	2x/ Week: Tues & Sat before 8 am	\$857
Event Center	1 Bin Cardboard	4 yd	2x/Week: Tues & Sat before 8 am	\$0

Monthly Sub Total for this Section	\$2,397
---	----------------

*NOTE: The total monthly costs for "on call" compactors and bins are to be based on the potential for two (2) service calls per month. The actual number of calls shall be contingent on actual need.

* Total Monthly Costs = Two (2) Haul Costs.

SECTION 5.4
**UNIVERSITY HOUSING – SCHEDULED
 REFUSE AND RECYLING COLLECTION MONTHLY COSTS**

Location	Container	Size	Frequency	Monthly Service Cost (scheduled)
Washburn Hall	1 Bin Mixed Waste/Refuse	6 yd	3 x week	\$750
Joe West Hall	4 Bins Mixed Waste/Refuse	2 yd	3 x week	\$1,440
Campus Village	4 Bins Mixed Waste/Refuse	3 yd	5 x week	\$2,245
Campus Village	4 Bins Mixed Recyclables	3yd	2 x week	\$0
Monthly Sub Total for this Section				\$4,435

All monthly service cost includes scheduled services as indicated in the specifications.

Bid Total for Section 5.1, 5.2, 5.3, 5.4: \$ 22,146 / Month

**SECTION 5.5
 ADDITIONAL SERVICES AS NEEDED**

The pricing listed in Section 5.5 shall be considered binding to the awarded vendor, under the terms of this bid and subsequent agreement. Your bid price will not be considered in determining the award of this contract. The following services will be procured based on the needs of the university.

**Section 5.5.1
 CAMPUS WIDE – ON CALL ADDITIONAL BIN/SERVICES**

Container	Size	Frequency	Haul Cost (per haul)
Bin Refuse	20 yds	On call	\$400
Bin Refuse	30 yds	On call	\$500
Bin Refuse	40 yds	On call	\$500
Bin Green Waste	10 yds	On call	\$350
Bin Green Waste	20 yds	On call	\$425
Bin Green Waste	30 yds	On call	\$500
Bin Metal	20 yds	On call	\$0
Bin Metal	30 yds	On call	\$0
Bin Metal	40 yds	On call	\$0
Bin Wood	20 yds	On call	\$250
Bin Wood	30 yds	On call	\$325
Bin Wood	40 yds	On call	\$325

Bin Mixed recyclables	10 yds	On call	\$150
Bin Mixed recyclables	20 yds	On call	\$150
Bin Mixed recyclables	30 yds	On call	\$150
Bin Mixed recyclables	40 yds	On call	\$150
Bin—Used beverage containers (cans & bottles)	10 yds	On call	\$150
Self-haul to haulers site	Refuse	Cost per cy	\$20
Self-haul to haulers site	Green Waste	Cost per cy	\$15

**SECTION 5.5.2
PRESSURE WASHING SERVICES**

Item	Hourly Rate
Pressure Washing of Compactors – Inside of compacted trash storage & hopper areas once per quarter	\$125

**SECTION 5.5.3
COMPOST & MULCH COSTS**

Purchase shall be at the discretion of the university.

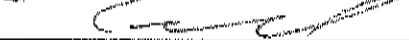
Item	Cost Per Cubic Yard
Compost – Suitable for organic use, self pick-up from hauler's site	\$24 <i>*Pick up at Zanker</i>
Compost – Suitable for non-organic use, self pick-up from hauler's site	\$18 <i>*Pick up at Zanker</i>
Mulch - Self pick-up from hauler's site	\$18 <i>*Pick up at Zanker</i>
Compost - Suitable for organic use, delivered by hauler	\$24 <i>*Free delivery if drop off occurs when debris boxes are exchanged</i>
Compost, Suitable for non-organic use, delivered by hauler	\$18 <i>*Free delivery if drop off occurs when debris boxes are exchanged</i>
Mulch - Delivered by hauler	\$18 <i>*Free delivery if drop off occurs when debris boxes are exchanged</i>

The University is interested in negotiating aggressive payment terms, including discounts for early payment (i.e. 5%-20, Net 30). Please indicate your best payment option for consideration. Terms less than Net-30 are not acceptable.

Payment terms offered: Net 30

Contractor Name GW Debris Services LLC

Name & Title of Contractor Designee Frank Weigel Co-CEO

Signature of Contractor Designee 

Telephone (408) 938-4902

ADDENDUM ONE – Revised (MLK)
REVISED BID SHEET
 Replace the entire Section 5 with this version
 (See tracked changes below)

SECTION 5

BID SHEET

In compliance with your proposal response for refuse collection services, you hereby propose to complete the stated work, as described, at the rates listed herein.

SECTION 5.1

FD&O – ON CALL

REFUSE AND RECYLING COLLECTION MONTHLY COSTS

Location	Container	Size	Frequency	Haul Cost (each time)	Total Monthly Costs (est.)*
BC #2 (10 th St.)	Compactor	24 yds	On call	\$	\$
IS (San Fernando)	Compactor	24 yds	On call	\$	\$
DH (San Salvador)	Compactor	24 yds	On call	\$	\$
Corporation Yard	Compactor	34 yds	On call	\$	\$
So. Campus (Stadium)	1 Bin	20 yds	On call	\$	\$
Art Foundry	1 Bin	10 yds	On call	\$	\$
Engineering Courtyard	1 Bin	40 yds	On call	\$	\$
Engineering Courtyard	1 Bin	10 yds	On call	\$	\$

Hammer Theatre	1 Bin	3 Yds	On Call	\$	\$
Industrial Studies Courtyard	1 Bin	10 yds	On call	\$	\$
<u>*Add Alt #1</u> <u>Corp Yard</u>	<u>1 Bin /</u> <u>cardboard</u>	<u>40 yds</u>	<u>On Call</u>	<u>\$</u>	<u>\$</u>
<u>**Add Alt #2</u> <u>Central Plant</u>	<u>1 Bin /</u> <u>mixed paper,</u> <u>covered</u> <u>containter</u>	<u>15 yds</u>	<u>On Call</u>	<u>\$</u>	<u>\$</u>
<u>**Add Alt #3</u> <u>Central Plant</u>	<u>Compactor</u>	<u>15 yds</u>	<u>On Call</u>	<u>\$</u>	<u>\$</u>

Monthly Sub Total for this Section	\$
---	-----------

NOTE: The total monthly costs for "on call" compactors and bins are to be based on the potential for two (2) service calls per month. The actual number of calls shall be contingent on actual need.

* *Total Monthly Costs = Two (2) Haul Costs.*

** Add Alt #1 and #2 will be temporary until the university purchases the compactor for Add Alt #3 which will replace Add Alt #1 and #2.

SECTION 5.2

FD&O – SCHEDULED PICK UP
REFUSE AND RECYCLING COLLECTION MONTHLY COSTS

Location	Container	Size	Frequency	Total Monthly Costs
Simpkins Center	1 Bin	6 yds	3 x week	\$
Simpkins Athletic Bldg	1 Bin	3 yds	3 x week	\$
So. Campus (Humboldt)	1 Bin	3 yds	3 x week	\$
<u>*REVISED</u> MLK Library	Compactor X2 1x	4 <u>10</u> yds	M & F x 2 <u>1 x week</u> T, W & Th x 1	\$
MLK Library	Open Top X2 Mixed paper & Cardboard	4 yds	M x 2 Tues-Fri x 1	\$

*MLK Library - Compactor, 10 yds 1 x per week

Monthly Sub Total for this Section	\$
---	----

SECTION 5.3

**SPARTAN SHOPS & STUDENT UNION – AS SPECIFIED
REFUSE AND RECYLING COLLECTION MONTHLY COSTS**

Location	Container	Size	Frequency	Monthly Service Cost (scheduled)
SU Loading Dock San Fernando	Compactor Food Waste	20 yd	1x/Week Fridays	\$
SU Loading Dock San Fernando	2-Bins Mixed Recyclables	8 yd	5x/Week	\$
Dining Commons 8 th Street	Compactor Food Waste	20 yd	*On Call Fridays	\$
Dining Commons 8 th Street	4-Bins, Mixed Recyclables	4 yd	5x/Week	\$
Event Center	3-Bins, Mixed Waste/Refuse	4 yd	2x/ Week: Tues & Sat before 8 am	\$
Event Center	1 Bin Cardboard	4 yd	2x/Week: Tues & Sat before 8 am	\$

Monthly Sub Total for this Section	\$
---	-----------

*NOTE: The total monthly costs for “on call” compactors and bins are to be based on the potential for two (2) service calls per month. The actual number of calls shall be contingent on actual need.

* Total Monthly Costs = Two (2) Haul Costs.

SECTION 5.4

**UNIVERSITY HOUSING – SCHEDULED
REFUSE AND RECYLING COLLECTION MONTHLY COSTS**

Location	Container	Size	Frequency	Monthly Service Cost (scheduled)
Washburn Hall	1 Bin Mixed Waste/Refuse	6 yd	3 x week	\$
Joe West Hall	4 Bins Mixed Waste/Refuse	2 yd	3 x week	\$
Campus Village	4 Bins Mixed Waste/Refuse	3 yd	5 x week	\$
Campus Village	4 Bins Mixed Recyclables	3yd	2 x week	\$

Monthly Sub Total for this Section	\$
---	----

All monthly service cost includes scheduled services as indicated in the specifications.

Bid Total for Section 5.1, 5.2, 5.3. 5.4: \$ _____ / Month

**SECTION 5.5
ADDITIONAL SERVICES AS NEEDED**

The pricing listed in Section 5.5 shall be considered binding to the awarded vendor, under the terms of this bid and subsequent agreement. Your bid price will not be considered in determining the award of this contract. The following services will be procured based on the needs of the university.

**Section 5.5.1
CAMPUS WIDE – ON CALL ADDITIONAL BIN/SERVICES**

Container	Size	Frequency	Haul Cost (per haul)
Bin Refuse	20 yds	On call	\$
Bin Refuse	30 yds	On call	\$
Bin Refuse	40 yds	On call	\$
Bin Green Waste	10 yds	On call	\$
Bin Green Waste	20 yds	On call	\$
Bin Green Waste	30 yds	On call	\$
Bin Metal	20 yds	On call	\$
Bin Metal	30 yds	On call	\$
Bin Metal	40 yds	On call	\$
Bin Wood	20 yds	On call	\$
Bin Wood	30 yds	On call	\$
Bin Wood	40 yds	On call	\$

Bin Mixed recyclables	10 yds	On call	\$
Bin Mixed recyclables	20 yds	On call	\$
Bin Mixed recyclables	30 yds	On call	\$
Bin Mixed recyclables	40 yds	On call	\$
Bin—Used beverage containers (cans & bottles)	10 yds	On call	\$
Self-haul to haulers site	Refuse	Cost per cy	\$
Self-haul to haulers site	Green Waste	Cost per cy	\$

**SECTION 5.5.2
PRESSURE WASHING SERVICES**

Item	Hourly Rate
Pressure Washing of Compactors -- Inside of compacted trash storage & hopper areas once per quarter	\$

**SECTION 5.5.3
COMPOST & MULCH COSTS**

Purchase shall be at the discretion of the university.

Item	Cost Per Cubic Yard
Compost -- Suitable for organic use, self pick-up from hauler's site	\$
Compost -- Suitable for non-organic use, self pick-up from hauler's site	\$
Mulch - Self pick-up from hauler's site	\$
Compost - Suitable for organic use, delivered by hauler	\$
Compost, Suitable for non-organic use, delivered by hauler	\$
Mulch - Delivered by hauler	\$

The University is interested in negotiating aggressive payment terms, including discounts for early payment (i.e. 5%-20, Net 30). Please indicate your best payment option for consideration. Terms less than Net-30 are not acceptable.

Payment terms offered: _____

Contractor Name _____

Name & Title of Contractor Designee _____

Signature of Contractor Designee _____

Telephone (_____) _____

ADDENDUM TWO

Question & Answer

The university received the following questions.

- 1.) Would the university consider a two week extension on the proposal due date because of complexity of the RFP?
 - A.) The University has agreed to extend the proposal due date to MARCH 28, 2018 @ 2:00 pm. An Addendum Three will be posted to PlanetBids regarding this.
- 2.) Does the RFP allow for a proposal to be submitted only for recycling services of mixed or separated recyclable materials such as paper, containers, and baled single or mixed grade materials; or must the entire Scope of Work be bid?
 - A.) The university is looking to award all services to one vendor.

ADDENDUM THREE
Revised Schedule of Dates

This Addendum is being posted to push out the proposal due date, to allow more time for potential bidders to respond appropriately.

Due Date Was: March 23, 2018 @ 2:00 pm

Due Date Now: March 28, 2018 @ 2:00 pm

Finalist Presentation (optional) is expected to be the week of April 20, 2018