

MASTER AGREEMENT

AGREEMENT NUMBER 120379	AM. NO.
CONTRACTOR IDENTIFICATION NUMBER	

THIS AGREEMENT, made and entered into this 4th day of March, 2021, 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 University and

CONTRACTOR'S NAME

Recology Sonoma Marin, hereafter called Contractor,

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

Contractor shall provide campus wide front load/cart-based and roll-off services for Sonoma State University as stated in RFP 3030-1372 in accordance with the following documents, all of which by reference are incorporated herein and made a part of this Agreement. In the event of a conflict between the documents comprising this Agreement, the documents shall govern in the order of precedence as ranked below.

Rider A: Recycling, Compost & Landfill Service RFP 3030-1372, consisting of forty-six (46) pages;

Rider B: Recology Proposal dated Jan 26, 2021, consisting of fifty-five (55) pages;

Rider C: Price Sheet and Rate Schedule, consisting of five (5) pages.

The initial term of this Agreement shall be effective upon fully execution of this Agreement through June 30, 2024. This Agreement, upon mutual agreement of both parties, may be extended annually for up to two (2) additional years. Contractor shall hold the rates firm during the initial term of the contract. After the initial term, the service rates may be adjusted annually up or down according to the percentage change in the Consumer Price Index (CPI).

University contact for this service is Allan Goff, Director of Landscape, Custodial and Event Services, at 707-664-3098 or allan.goff@sonoma.edu.

Amendments and extensions to this Agreement may be made by mutual agreement in writing by both parties. No alterations or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

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

UNIVERSITY

CONTRACTOR

Sonoma State University

Recology Sonoma Marin

BY (AUTHORIZED SIGNATURE)

DATE

BY (AUTHORIZED SIGNATURE)

DATE

03/12/21

3/8/2021 | 11:53 AM PST

PRINTED NAME AND TITLE OF PERSON SIGNING

Ming-Lan (Joy) Sun, Manager of Contracts & Procurement

PRINTED NAME AND TITLE OF PERSON SIGNING

Salvatore M. Coniglio, Chief Executive Officer

ADDRESS

1801 E. Cotati Avenue
Rohnert Park, CA 94928

ADDRESS

3400 Standish Avenue
Santa Rosa, CA 95407

Sonoma State University
Request for Proposal No. 3030-1372
Recycling, Compost & Landfill Services

General Description: Sonoma State University (University) invites qualified contractors to submit proposal(s) in response to this Request for Proposal (RFP) for Recycling, Compost, Landfill Collection & Processing Services as described in this RFP. Service categories are provided below:

- Front Load and Cart-Based Service
- Roll-Off Service
- Electronic Waste Service
- Universal Waste Service

Contractor to provide proposal(s) for one or more of the above mentioned service category. Contractor shall clearly indicate which category contractor is proposing in Section 9 of the RFP. University reserves the right to award contract to one or multiple contractors for each category at University's sole discretion.

The successful contractor(s) shall, at its sole expense, furnish all labor, vehicles (including maintenance), containers, equipment, facilities, administrative and supervising personnel required to provide the services in accordance with the University specifications. The successful contractor(s) shall demonstrate their ability to furnish and provide the services as described in this RFP.

RFP Issue Date: April 7, 2020

Proposals Due Date and Time: May 19, 2020 by 10:30 am (Pacific Time)

Proposal shall be submitted in CalUsource. Please see the link for the Suppliers Bidding Guide on how to submit a proposal in CalUsource - [CalUsource Supplier Guide](#). For additional help please contact the service provider, GEP, at support@gep.com

Contractors shall submit proposal into CalUsource directly. Please allow sufficient time to submit proposal electronically. Waiting until the last minute to submit proposal you will risk not being able to submit the proposal by the deadline. Submitted proposals can only be viewed by the University.

All questions must be submitted in writing via Discussion Forum in CalUsource (See page 20 of the supplier guide). **Last day to submit questions is May 6, 2020 by 12:00 pm (Pacific Time)**. Questions submitted after the due date and time will not be answered. Clarifications or addenda, if used during the competitive solicitation, will be distributed in writing via CalUsource <https://smart.gep.com/publicRFx/ucal?oloc=215#/> to all participating contractors. Contractors shall ensure receipt of all documents pertaining to this RFP by registering with CalUsource <https://smart.gep.com/publicRFx/ucal?oloc=215#/>

Contractor shall provide acknowledgement of the addendum and clarification on Section 10 of the RFP.

RFP Contents

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Rider A	Scope of Work
Rider B	CSU General Provisions for Service Acquisitions
Rider C	Price Sheet & Rate Schedule for Front Load and Cart-Based Services
Rider D	Price Sheet & Rate Schedule for Roll-Off Services
Rider E	Price Sheet & Rate Schedule for Electronic Waste Services
Rider F	Price Sheet & Rate Schedule for Universal Waste Services
Rider G	SSU Campus Container Map

This Request for Proposals does not constitute a contract for services or goods as specified. University retains the right to cancel this RFP at any time, should the project be cancelled, loss of the required funding, or it is deemed in the best interest of the University. No obligation either expressed or implied, exists on the part of the University to make an award or to pay any cost incurred in the preparation or submission of a proposal.

University reserves the right to award contract to multiple contractors for services based on the evaluation criteria contained in this RFP, to waive any informalities, or reject any and all proposals, and to contract in the best interest of the University.

The initial contract term will be three (3) years effective with the date of fully executed contract. The contract, upon mutual agreement of both parties, may be extended annually for up to three additional years. The Contractor shall hold the price firm during the initial term of the contract. After the initial term, the service rates in Rider C and D, E, and F may be adjusted annually up or down according to the percentage change in the Consumer Price Index (CPI).

The Contractor may submit to Sonoma State University an annual pass-through cost adjustment request based on documented changes in third party receiving facility tipping fee changes. This is established to allow the most competitive pricing based on the collection and hauling services and not inflating for anticipated future increases beyond the contractor's control. The adjustment will be reviewed to ensure the facility is in no way financially connected to the contractor prior to approval.

There shall be no fuel surcharge fee during the entire term (initial term and extension) of the contract.

Contract documents will consist of Master Agreement and any Purchase Order or Task Order issued under the Master Agreement and CSU General Provisions for Service Acquisitions. In the event of a conflict between documents the following order of precedence shall apply:

- CSU General Provisions for Service Acquisitions, Rider B, which by reference is incorporated into this RFP. Vendor must agree to General Provisions without exceptions for University to consider vendor proposal.
- Master Agreement, Purchase Order or Task Order.
- Request for Proposals
- Contractor Proposal

1. Introduction

Sonoma State University is one of 23 University in the California State University (CSU) public school system. Sonoma State University has over 9,000 students and offers a strong liberal arts and sciences education, relatively small class sizes, highly rated on-campus housing accommodations, and NCAA Division II athletic teams.

The SSU campus covers 269 acres with 2,707,133 gross square feet of building space. The university has approximately 1,200 employees and 8,500 degree-seeking students with 3,200 living on campus.

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

- Reduce solid waste disposal by 50% by 2016
- Reduce solid waste disposal by 80% by 2022
- Move to Zero Waste (defined as 90% or greater diversion of landfill waste)

The State of California has established a goal that 75% of materials generated will be source reduced, recycled, or composted by the year 2020. State law requires that large generators of recyclable and compostable materials divert these materials from landfills and incinerators. Therefore, SSU seeks proposals that will help it meet these goals and requirements.

During the calendar year of 2018, SSU generated over 1,677 tons of materials that were either diverted or disposed. Approximately 664.13 tons were disposed in landfills and 1012 tons were diverted through source-separated recycling and mixed waste processing. This resulted in a 60% diversion rate.

2. Scope of Work - Detailed Scope of Work is provided in Rider A

3. Procurement Schedule

RFP Issue Date:	April 7, 2020
Last day to submit questions via CalUsource:	May 6, 2020 by 12:00 pm (Pacific Time)
Proposal Due Date and Time:	May 19, 2020 by 10:30 am (Pacific Time)
Evaluation Completed:	June 5, 2020
Issue Intent to Award:	June 8, 2020
Contract Services Begin:	June 23, 2020

All schedule dates after the Proposal Due Date are subject to change without prior notification to the respondents.

4. Insurance Requirements

Vendor must meet the insurance requirements stated below in order for Universities to consider the proposal.

4.1 Policies and Coverage

(a) The Vendor shall obtain and maintain the following policies and coverage:

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

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

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

4.2 Amount of Insurance

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

4.3 Acceptability of Insurers (Insurance Company)

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 Universities.

The successful vendor shall provide endorsement for the general and automobile insurance policy naming the Universities as additional insured in accordance with Section 17 of Rider B.

5. Administrative Requirements

5.1 Completion of Proposals

Proposals shall be completed in all respects as indicated in Section 6 of this RFP. A proposal may be rejected if conditional or incomplete, or if it contains any alterations or other irregularities of any kind, and will be rejected if any such defect or irregularity could have materially affected the quality of the proposal. Proposals which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the respondent may be rejected. If in the opinion of the University such information was intended to mislead University in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of this RFP, the proposal will be rejected. Statements made in the proposal shall also be without ambiguity, and with adequate elaboration, where necessary, for clear understanding. Proposal shall be valid for a period of 90 days for acceptance by University.

5.2 Withdraw of Proposal

A proposal may be withdrawn after its submission by Via CalUSource, prior to the time and date specified for proposal submission. Proposals may be withdrawn and resubmitted in the same manner if done so before the proposal submission date and time. Revised proposal must be received by the University before the due date and time stated in this RFP. Proposal received after the due date and time will not be accepted or considered by the University. Please refer to CalUSource Supplier Guide in regards to withdraw and resubmit proposal.

5.3 Alternative Proposals

Only one proposal is to be submitted by each contractor. If multiple proposals submitted, University shall select the one in its best interest and reject all others.

5.4 Errors and Omissions

If prior to the date fixed for submission of proposals, a respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP or any of its riders, it shall immediately notify the RFP contact of such error in writing and request modification or clarification of the document. Modifications will be made by written addenda and distributed by the contracts and procurement office to all parties who have been furnished or who have requested the RFP. Clarifications will be made in writing to all parties, without divulging the source of the request for same.

If a contractor fails to notify University prior to the date fixed for submission of proposals of an error in the RFP known to it, or an error that reasonably should have been known to the contractor, respondent shall bid at its own risk, and if contractor is awarded the contract, it shall not be entitled to additional compensation or time by reason of the error or its later correction.

5.5 RFP Addenda/Clarifications

University may modify this RFP, prior to the date fixed for submission of proposals by issuance of a written addendum or clarification to all parties who have been furnished the RFP or who have requested the RFP. Addenda will be numbered consecutively. Contractor must provide acknowledgement of receipt of addenda or clarification in the proposal.

5.6 Proposal Cost

Costs for developing proposals are entirely the responsibility of the respondent and shall not be chargeable to University.

5.7 Rejection of Proposal

University may reject any or all proposals and may waive any immaterial deviation in a proposal. University's waiver of an immaterial defect shall in no way modify the RFP documents or excuse the respondent from full compliance with the specifications if it is awarded the contract.

University may make investigations as deemed necessary to determine the ability of the respondent to perform the work, and the respondent shall furnish to University all such information and data for this purpose, as requested by University. University reserves the right to reject any proposal if the evidence submitted by, or investigation of such respondent fails to satisfy University that such contractor is properly qualified to carry out the obligations of the contract and to complete the work specified.

5.8 Cancellation

This RFP does not obligate University to enter into an agreement. University retains the right to cancel this RFP at any time, should the project be canceled, University loses the required funding, or it is deemed in the best interest of University. No obligation either expressed or implied, exists on the part of University to make an award or to pay any cost incurred in the preparation or submission of a proposal.

5.9 Proposal Disposition

Proposals become the property of University. University reserves the right to make use of any information or idea contained in the proposals. Proposals may be returned only at the University's option and at the respondents' expense. One proposal copy will be retained for University records.

5.10 Non-Endorsement

If a proposal is accepted, the Contractor shall not issue any news releases or other statements pertaining to the award or servicing of the Agreement which state or imply University endorsement of Contractor's services.

5.11 Public Records Act and Confidential Material

Proposals are subject to the Public Records Act. Proposers may identify any proprietary or confidential materials contained in the proposal and provide justification for not making such material public. University shall have sole discretion to disclose any or all of the proposals without notifying proposers if requested.

5.12 Auxiliaries Services

Contractor agrees to allow Sonoma State University Auxiliaries to contract for the services specified in this RFP according to the same pricing and specifications of the Agreement awarded to Contractor as a result of this RFP; effective for the duration of said Agreement term and any extensions thereof.

6. Proposal Submission Requirements and Instruction

Contractor to provide proposal(s) for one or more of the following service category:

- Front Load and Cart-Based Service
- Roll-Off Service
- Electronic Waste Service
- Universal Waste Service

Contractor shall clearly indicate which category contractor is proposing in Section 9 of the RFP and provide the following for each category:

6.1 Company Profile including the following:

- Name of firm
- Address of firm
- Telephone number
- State of Organization/Incorporation
- Age of firm, number of year in business
- Officers or Principals of firm
- Size of firm

6.2 Establishment Experience – Include evidence of experience in all of the following:

- Describe the experience in servicing large commercial, industrial, or governmental customers using front load service and/or roll-off bins.
- Describe how the firm is a financially sound and accountable organization in regards to financial data and personnel operations.
- Provide information demonstrating a good credit history with at least two non-affiliated processing and disposal sites.

- Identify any citation or Failure to Abate Notice in the last three years from the California Division of Occupational Safety and Health.

6.3 Personnel

- Describe a plan for providing staff capable of operating company vehicles to properly service the campus. Including Class B and/or other required license or certifications. This includes regularly assigned staff familiar with the campus, including necessary backup also familiar with campus.
- Describe a plan for providing supervisory managers (primary and secondary) dedicated to servicing the campus. These individuals should have decision-making capabilities, have at least five years of managerial experience in the collection industry. These individuals will also communicate any use of temporary drivers or change of assigned staff.
- Describe a plan to provide dedicated customer service staff to answer phone calls from 8 am to 5pm Monday through Friday as well as invoicing/billing staff for the same hours Monday through Friday.

6.4 Workplan/Methodology

- Describe a plan for providing a fleet to properly service the campus
- Describe a process for dealing with issues such as missed pickups, personnel problems, or problems with invoices.
- Describe normal maintenance plan for trucks and other equipment
- Describe the terminal where vehicles are maintained that will be used to serve the campus and the plan for its upkeep.
- Describe reporting monthly and annual reporting, including innovative solutions.
- Describe the transition plan for providing the new services to the University
- List the facilities to be used for processing and disposal of recycling, compost, landfill, C&D, cardboard, scrap wood, yard trimmings and scrap metal.
- Recommendation to maximize diversion of recyclable materials and compostable materials at the University.
-

6.5 Training, Communications, and Process Improvement Strategy

- Training, outreach, and labeling(signage) program.
- Monthly weight reporting in Excel or csv electronic files.
- Logistics guidance to maximize diversion and recycle quantity and quality including but not limited to cardboard compactor consideration and placement, compost collection and transferring within housing and other enhancements as identified.
- Zero waste consulting services.

6.6 Reference - To provide three (3) reference each for proposed service category. Reference shall include entity name, contact person name, phone number, email address and service duration/contract term. Letters of reference may be submitted with above information as well.

- The front load service reference must have a level of front load service equal to or greater than 30 bin pick-ups per week (e.g. six bins picked up five days a week).
- The roll-off service references must have a level of roll-off service equal to or greater than three pick-ups per week, with at least 15 tons of materials collected per week.

6.7 Price Sheet and Rate Schedule -

- Rider C - Price Sheet and Rate Schedule for Front Load and Cart-Based Services
- Rider D - Price Sheet and Rate Schedule for Roll-Off Services
- Rider E – Price Sheet and Rate Schedule for Electronic Waste Services
- Rider F – Price Sheet and Rate Schedule for Universal Waste Services.

Contractor shall complete the Price Sheet and Rate Schedule for each proposed category and include it in the proposal.

- 6.8 Provide a Certificate of Liability Insurance (COI) in accordance with Section 4 of the RFP. (Endorsement for general and automobile policy is to be submitted by the successful vendor upon award of the contract).
- 6.9. Section 9 Bid Signature Page - Completed and signed Section 9 must be included as part of the proposal.
- 6.10. Section 10 SBE & DVBE Participation. Refer to Section 8.2 for details. Include completed Section 10 as part of the proposal if applicable.

7. Evaluation Criteria and Award of Contract

7.1 Each section will be scored against an ideal response, which, in the opinion of the selection committee, would receive the maximum number of points possible as indicated herein. Responses should be organized with numbered tabs corresponding to the following questions. Provide concise and complete responses; non-requested information and lengthy responses are discouraged.

- Company Profile and Experience 30 Points
- Personnel 15 Points
- Workplan/Methodology 50 Points
- Training, Communications, and Process Improvement Strategy 50 Points
- Reference 5 Points
- Cost 20 Points

- Total 170 Points**

- DVBE/SBE Incentive (5% of the points received in the Cost category)

7.2 Disabled Veteran Business Enterprises (DVBE) and Small Business Enterprises (SBE) Participation and Incentive.

For the purpose of this RFP, DVBE and SBE requirement is waived.

For the purpose of this RFP the mandatory DVBE and SBE requirement has been waived. DVBE incentives are as follows. Incentive is applicable to the points received in the cost category only,

DVBE Participation	Incentive
3.00% to 3.99%	None
4.00% to 4.99%	1%
5.00% to 5.99%	2%
6% or more	3%

SBE will receive 5% preference in the cost category. Section 14835 et seq. of the California Government Code, requires that a five (5) % preference be given to the contractor qualifying as a small business. The rules and regulations of this law, including the definition of a small business for the delivery of service, are contained in Title 2, California Code of Regulations, Section 1896, et seq. A copy of the regulations is available upon request. To claim the small business preference, which may not exceed \$50,000 for any bid, your contractor must have its principal place of business located in California, have a complete application (including proof of annual receipts) on file with the Office of Small Business & DVBE Certification (OSDC), in the Procurement Division of the State of California Department of General Services, by 5:00 p.m. on the date proposals are opened, and be verified by such office. Questions regarding the preference approval process should be directed to OSDC, telephone (800) 559-5529 or (916) 375-4940, address: 707 Third Street, First Floor-Room 400, West Sacramento, CA 95605, or if by mail:

P.O. Box 989052, West Sacramento, CA 95798-9052. You can also reach them via:

<http://www.pd.dgs.ca.gov/smbus/default.htm>8.3 This RFP is designed to yield the best contract to meet the University's needs. Contractors wishing to participate in this solicitation will be required to submit a complete response, including all required proposal submittals in a sealed envelope and submitted according to the instructions contained in Section 6 of this RFP.

7.3 Preliminary qualifying proposals will be reviewed by an evaluation team comprised of representatives from Sonoma State University for completeness, consistency, and responsiveness to the RFP. Qualifying proposals will then be reviewed and evaluated using the evaluation criteria described above.

7.4 Sonoma State University reserves the right to contact the client references, and ask questions in writing to clarify portions of the proposal, request an oral presentation and to conduct one or more rounds of confidential discussions with qualified respondents or finalist(s). Sonoma State University reserves the right to negotiate a best and final proposal with the finalist (s). All expenses related to interviews and demonstrations are the responsibility of respondent. Confidentiality during the entire process is required. Any breach of this requirement will be considered grounds for elimination from further participation in the procurement process.

7.5 The basis for evaluation of the successful contractor and fiscal considerations shall include total value as referenced in the evaluation criteria above, overall consistency with the requirements of this RFP. Contractor receiving the highest overall ranking, offering the most comprehensive solution to meeting our needs will be selected and recommended for award approval.

7.6 Contract award will be made by Sonoma State University to the selected contractor. No agreement will be binding upon the University until it has been executed by the selected contractor and University Contracts and Procurement Office. The successful contractor agrees to be governed by the terms and conditions of this RFP, and will execute and deliver to the University the signed contract, and copies of required insurance, within ten (10) days after the contract is presented for signature.

7.7 Disputes/Protests

University encourages potential respondents to resolve issues regarding the RFP requirements or the procurement process through written correspondence and discussions. University wishes to foster cooperative relationships and to reach a fair agreement in a timely manner. Respondent filing a protest must do so within 48 hours after Notice of Intent to Award. The protesting contractor shall submit a full and complete written statement detailing the facts in support of the protest. Protest must be sent by certified or registered mail, faxed, or delivered in person to the Associate Vice President for Financial Services, Sonoma State University, 1801 E. Cotati Avenue. The decision will be made in writing and sent by certified or registered mail, faxed, or delivered in person to the protesting respondent. The decision of University is final.

8. Additional Terms and Conditions

8.1 Contract Administrator

University will identify a contract administrator for any Agreement, which results from this Request for Proposal. The individual will be the point of contact at the University for day-to-day operations.

8.2 Execution of Agreement

The Agreement shall be signed by the Contractor and returned, along with the required submittals within ten (10) calendar days from receipt of Agreement. The period for execution may be changed by mutual agreement of the parties. Agreements are not effective until approved by University. Any work performed prior to receipt of a fully executed Agreement shall be at Contractor's own risk.

8.3 Termination

The contractor shall perform in accordance with the terms and conditions as stated herein. If the contractor shall fail to fulfill or perform any material obligation of the contractor as stipulated in the Agreement, and such failure shall continue for thirty (30) days following written notice from University to the contractor informing the contractor of its failure to fulfill or perform said material obligation, then University may terminate this Agreement by providing the contractor with written notice of termination.

8.4 Payment Terms

Sonoma State University will not pay a deposit for this purchase. Standard payment term is Net45. Late payment penalties shall not apply to this RFP. The Contractor can propose a different payment term for consideration on the Proposal Signature Page (Section 9).

9. Proposal Signature Page

9.1 The undersigned contractor hereby submits this proposal in response to **RFP 3030-1372 Recycling, Compost & Landfill Services** and agrees to all the terms and conditions thereof. The undersigned offers and agrees, if this bid accepted within 90 calendar days from the date of opening, to furnish all of the items upon which prices are provided, at the prices set opposite each item, delivered at the designated point within the time specified and subject to the General Provisions for Goods. The bidder's signature affixed hereon shall constitute a certification under the penalty of perjury under the laws of the State of California that the bidder has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

Proposed service category:

- Front Load and Cart-Based Service
- Roll-Off Service
- Electronic Waste Service
- Universal Waste Service

Company Name: _____

Signature	Date	Title
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Print Name of Authorized Individual Signing this Proposal

Phone /Fax Number	Email Address:
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Name of Contractor as Licensed	Business License Number
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Street Address	City	State	Zip Code
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9.2 Acknowledgement of RFP Addendum and Clarification (Indicate Number and Date issued)

9.3. Acknowledgement of acceptance to Rider A Scope of Work and Rider B – CSU General Provisions for Acquisition of Services. _____ Initial

9.4 Optional Proposed Payment Terms outside of standard Net 45.

1. _____ 2% Net 30 2. _____ 5% 20 Net 30 3. _____ 2.5% 20 Net 45

10. SBE & DVBE Incentive (Only applicable if you are claiming SBE/DVBE incentive)

Please indicate by checking the box below on how you are claiming the SBE/DVBE preference

For SBE

My firm is a SBE SBE Number: _____

My subcontractor is a SBE SBE Number: _____

Subcontractor Name: _____ SBE Number: _____

Subcontract amount: _____

For DVBE

My firm is a DVBE DVBE Number: _____

My subcontractor is a DVBE DVBE Number: _____

Subcontractor Name: _____ DVBE Number: _____

Subcontract amount: _____

RFP 3030-1372
Section 2/Rider A – Scope of Work

INTRODUCTION

The Sonoma State University (SSU) campus covers 269 acres with 2,707,133 gross square feet of building space. The university has approximately 1,200 employees and 8,500 degree-seeking students with 3,200 living on campus.

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

- Reduce solid waste disposal by 50% by 2016
- Reduce solid waste disposal by 80% by 2022
- Move to Zero Waste (defined as 90% or greater reduction of landfill waste)

The State of California has established a goal that 75% of materials generated will be source reduced, recycled, or composted by the year 2020. State law requires that large generators of recyclable and compostable materials divert these materials from landfills and incinerators. Therefore, SSU seeks proposals that will help it meet these goals and requirements.

During the calendar year of 2018, SSU generated over 1,677 tons of materials that were either diverted or disposed. Approximately 664.13 tons were disposed in landfills and 1012 tons were diverted through source-separated recycling and mixed waste processing. This resulted in a 60% diversion rate.

The contractor is required to provide collection services for three (3) streams: 1) all recyclable materials; 2) all compostable materials (including food scraps and food-soiled paper); and 3) Landfill, as requested by SSU. In addition, SSU requires separate collection of yard trimmings, construction & demolition materials, concrete, asphalt, larger wood (tree rounds), scrap metal, and other clean wood. Any discarded materials that the proposer will not service must be fully declared in the proposal. Exceptions to the Terms and Conditions of SSU may cause a proposal to be deemed non-responsive.

SPECIFICATIONS

1. Collection and Transportation Services

The Contractor shall perform the collection and transportation services described below and shown on the Price Sheet and Rate Schedule included herein as Rider C and D. SSU reserves the right to increase or decrease the number of bins, the size of bins, and/or the number of pickups per week to meet SSU's requirements. If SSU increases or decreases the number of bins, the size of bins, and/or the number of pickups per week, SSU shall adjust the Contractor's compensation based on the service rates shown on Rider C and D. The current pickup frequency is 3 times per week except for daily pickups the week prior to move-out (every May) and the week after move-in (every August). University will provide dates when they are determined.

A. Front Load Collection and Transportation Service - Recycling, Compost, and Landfill

The Contractor shall collect three (3) streams: 1) recycling; 2) compost; and 3) Landfill from front load bins at specified locations throughout the campus. The current map is attached as Rider E. Currently, there are 37 collection locations with a total of approximately 55 Landfill, 57 recycle, and 6 compost (we anticipate needing 8-10 more compost dumpsters and a to be determined number of compost totes).

The Contractor shall deliver recyclable materials and compostable materials to appropriate processing facilities that meet SSU's requirements. SSU reserves the right to redirect the Contractor to transport recyclable materials and/or compostable materials to another facility within 20 miles (one way) of the campus. If SSU changes the designated processing site, and if such change requires the Contractor to travel farther or longer from the initial site to the new site, SSU shall adjust the Contractor's service compensation to reflect the Contractor's increased operating costs based on additional miles traveled.

- ❖ **Recyclable Materials** include all clean dry paper and cardboard, all cartons (refrigerated, shelf-stable, aseptic packaging), metal (all aluminum, tin, metal, and bi-metal cans), glass (all glass bottles and jars), and plastics (all clean plastics #1-7, empty plastic containers, all rigid mixed plastics) placed in designated "Recycling" containers.
- ❖ **Compostable Materials** include food scraps, compostable paper, and plant debris placed in designated "Compost" container.
- ❖ **Landfill** includes all non-recyclable, non-compostable materials placed in designated "Landfill" containers. This may include non-recyclable packing (e.g., chip bags), diapers, sanitary products, plastic bags and plastic films, painted wood, and non-recyclable composite materials.

Service shall be provided according to the bin size, number of bins, and pickups per week as described above. While most materials are currently collected in front load bins, SSU would like to receive proposals for providing cart-based and/or toter based collection services for recyclable materials, compostable materials and/or Landfill as recommended to increase diversion.

The Contractor shall collect recyclable materials, compostable materials and Landfill from the bin locations referred to on the campus map included in Rider E. The Contractor shall transport the Landfill to the disposal site designated in Section 3 below. Cart-based, front load collection and transportation service shall include the cost of transportation, disposal and processing.

B. Rolloff Box Collection and Transportation Service

Upon request by SSU, the Contractor shall provide a container and collection of landfill from open-top rolloff boxes located at the Corporation Yard on an as needed basis. All rolloff boxes shall have easily removable covers. No demurrage charges for rolloff boxes will be assessed. SSU will maintain a permanent brush, metal, clean wood, and landfill roll off bins to be emptied on an as-needed basis.

The Contractor shall transport the Landfill to the disposal site designated in Section 5 below. Rolloff box collection and transportation service shall include the cost of disposal and processing.

C. Rolloff Box Collection and Transportation Service – Construction & Demolition Debris

The Contractor shall provide and collect construction & demolition debris rolloff boxes on an as-requested basis. Construction & demolition debris shall include, but not be limited to: dirt, concrete, asphalt, brick, porcelain, ceramic, and block. All rolloff boxes shall have covers or tarps. No demurrage charges for rolloff boxes will be assessed.

The Contractor shall transport the construction & demolition debris to a permitted construction & demolition debris recycling facility. SSU reserves the right to redirect the Contractor to transport the cardboard to another construction & demolition debris recycling facility within 20 miles (one way) of the campus.

D. Electronic Waste Services (E-Waste)

The Contractor shall provide and collect electronic waste as defined in Electronic Waste Recycling Act of 2003, Covered Electronic Waste (CEW) recycling Program, and as it relates to Title 40 Code of Federal Regulations (CFR) Part 273, California Code of Regulations (CCR) Title 22, Section 4.5, Ch. 23 on an as-requested basis. All materials collected will be reused, recycled, or disassembled into elemental materials in compliance with the above citations. Bill of lading or similar tracking documents will be used to quantify the amount of material, by weight, volume, or unit and include the final disposition of all material. The tracking documents, including destruction certification and or R2 or similar type certification, will be provided back to the generator within 90 days of material removal.

Provide detailed information as to the level of services provided including, but not limited to, truck capacity, pricing for different levels of services from transport vehicles only with all loading by the generator to full turn-key product segregation, packaging, and loading.

E. Universal Waste Services

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The Contractor shall provide and collect Universal waste as defined in Title 40 Code of Federal Regulations (CFR) Part 273, California Code of Regulations (CCR) Title 22, Section 4.5, Ch. 23 on as-needed basis. All materials collected will be collected transported and processed in compliance with the above citation requirements. Bill of lading or similar tracking documents will be used to quantify the amount of material, by weight, volume, or unit and include the final disposition of all material.

Pricing and service must include the supply of all packaging materials as necessary for transport and proper processing to on-site final packaging, labeling for shipment and preparation of any and all required shipping and handling documents in compliance with all pertinent requirements. Materials collected on the site will be done in coordination with the contractor to minimize co-mingling to the extent possible.

2. Contractor's Compensation

Collection and Transportation Service

SSU shall compensate the Contractor for the collection and transportation services described above in Section 1 based on the actual number of pickups and loads performed by the Contractor, and according to the service rates shown on the Price Sheet and Service Rate Schedule described herein. SSU shall

compensate in arrears the Contractor for actual pickups only.

The Contractor shall incur all processing and disposal fees, and shall be responsible to the respective processing facility or disposal site for the payment of those fees.

3. Disposal Site

The Contractor shall dispose of all Landfill collected from SSU at a California permitted landfill, transfer station, or material recovery facility.

SSU reserves the right to change the designated disposal site in order to have its Landfill processed to achieve a higher level of diversion. If SSU changes the designated disposal site, and if such change requires the Contractor to travel farther or longer from the initial disposal site to the new disposal site, SSU shall adjust the Contractor's service compensation to reflect the Contractor's increased operating costs based on additional miles traveled.

4. Reconciliation of Services

The Contractor shall submit an invoice to SSU monthly in arrears. The invoice and all accompanying documentation must be received by SSU by the 15th of the month for the previous month's billing. At a minimum, the Contractor's invoice shall contain the following information:

- ❖ An exact description and count by date of each of the services (pickups, loads, etc.) provided in the previous calendar month and extended by the appropriate service rate.
- ❖ Electronic copies of dispatch tickets from the Contractor and certified weight tickets from the disposal or processing site, including the date, truck number, and tare weight and net weight of recyclable materials, compostable materials, and Landfill hauled during the month.
- ❖ A summary, shown as a credit, of the proceeds from the sales of recyclables, must be part of the invoice.
- ❖ Contractor must be able to provide accurate weight data for each material type collected from individual roll-offs as well as *reasonably* accurate weight data for all materials collected from front-loading bins and carts (Recycling, Compost, and Landfill).

The university will use the data for:

1. Right-sizing collection bins
2. Optimizing collection frequencies
3. Identifying opportunities to increase diversion rates campus-wide and in discrete areas of campus (building level)
4. Tracking generation levels campus-wide and in discrete areas of campus (Village or building-level)

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

Innovative solutions such as on-line dashboard reporting, use of bin sensors, or other methods for tracking and performance are encouraged.

Contractor shall provide the university with the following reports via email/cloud-based database no later than the 15th of the following month:

- a) Weight and type of materials collected from bins and carts (preferably individual bin and cart weights by material type and location)
- b) Roll-off bin weight and material type by location.
- c) Compactor bin weight and material type, if applicable.
- d) Recyclables Processing Facility Report
 - i. Name and address of facility
 - ii. Reporting the diversion rates achieved at the facility
 - iii. Identifying residuals percentage
- e) Compost Facility Report
 - i. Reporting the diversion rates achieved at the facility
 - ii. Identifying residuals percentage
- f) C&D Facility Report
 - i. Reporting the diversion rates achieved at the facility
 - ii. Identifying residuals percentage
- g) University-Specific Diversion Report
 - i. Including the percentages and weights of material type that make up the total Diversion Rate for SSU.
 - ii. Identifying residuals percentage
- h) Waste Composition Report
 - i. To be provided twice per year.
 - ii. Including the university-specific composition of recyclable materials, organics and residual discarded materials by material type.

The Contractor's monthly invoice shall include any other information that SSU deems necessary. SSU shall remit payment to the Contractor in accordance with California State prompt payment act.

5. Response Time

The Contractor shall fulfill service requests for rolloff box and for extra pickups of front load bins within 24 hours of being requested by SSU. The Contractor shall provide a proposed rate within 30 days for any additional services requested by SSU during the term of the contract for collecting and/or processing of discarded materials in an innovative way. SSU reserves the right to obtain services from other vendors should the Contractor not be able to meet these service fulfillment time requirements.

6. Campus Education

The contractor will be awarded points in the evaluation process for an innovative proposal for providing direct training as well as train-the-trainer education for the campus community related to proper waste segregation and methods to easily and most successfully segregate waste streams. This information should include product purchasing considerations, residents compost containers, logistics and or further segregation and/or collections recommendations to optimize diversion and similar support. Include any limitations on the frequency of use, number of containers ,or educational materials prior to incurring additional service fees. Limitations shall be based on an annual basis and renew yearly.

7. Litter and Spillage

The Contractor shall not litter on campus in the process of providing collection services or while its vehicles are on the road. The Contractor shall exercise all reasonable care and diligence in providing collection services so as to prevent spilling or dropping of materials and shall immediately, at the time of occurrence, clean up such spilled or dropped materials. The Contractor will ensure all dumpsters lids are closed after collection to prevent rain water collecting and pest intrusion. The Contractor shall cover or tarp all open-top rolloff containers before transporting them to the disposal or recycling facility.

Any spilled equipment oil, hydraulic fluids, or other liquid debris resulting from the Contractor's operations shall be covered immediately with an absorbent material and removed from the street surface. The Contractor shall carry on its vehicles a broom, shovel, and absorbent material. If SSU determines that it must take action for cleaning up any spills, due to public safety and/or environmental impact concerns, the Contractor shall be billed for the entire cost of such cleanup.

8. Hours of Collection

Campus Logistics:

The Sonoma State University Campus is comprised of two main areas, Academic & Housing (see SSU Campus Map - exhibit C). The Contractor shall operate its vehicles, and render services, within the following time scheduled for each respective area:

1. Academic: 5pm - 7am
2. Housing: 1pm to 10pm

Extra Services as Required:

Annually, the campus has two events that will require extra services. These events are: "Student – Move-Out" & "Student – Move-In." These two events take place one weekend in May (move out) & and one weekend in August (move-in). Both of these campus events will require additional Saturday & Sunday services of both front load and roll-off services..

9. Holidays

The Contractor will not be required to provide collection services on the following holidays: New Year's Day, Thanksgiving Day, and Christmas Day.

10. Maintenance of Vehicles

The Contractor shall provide and maintain its vehicles in a clean and sanitary condition, well painted, and in good repair. The Contractor's vehicles shall be equipped with backup warning devices. The Contractor's front-load vehicles shall be equipped with a rear-view video camera. All front load trucks used to service the campus shall be less than seven (7) years old.

11. Maintenance of Containers

The Contractor shall assume responsibility for existing front load containers and furnish all containers required for the collection services. The Contractor shall provide and maintain all containers in a clean, sound condition free from putrescible residue and graffiti. Containers shall be constructed of heavy metal, or other suitable, durable material, and shall be watertight and well painted. The Contractor shall maintain in operable condition and good repair all wheels, lids, forklift slots, and other appurtenances which were designed for movement, loading, or unloading of the container. As containers are replaced they will be black for landfill, blue for recycle, and green for compost.

The Contractor shall label each container with clear, consistent signs (with pictures and words in English) indicating whether the material includes recyclable materials (“recycling”), compostable materials (“compost”) or trash (“landfill”). The Contractor shall obtain approval from SSU on the design of the signs to ensure consistency with SSU’s outreach and education efforts.

The Contractor shall clean or replace containers used for putrescible residue four times per year, or more frequently if necessary, to prevent a nuisance caused by odors or vector harborage. The Contractor shall use green cleaning methods (biofilm absorbing products, etc.)The Contractor shall repair any container with graffiti within 24 hours of being notified by SSU.

12. Maintenance of Records

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

13. Pre-start Conference and Keys

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

The Contractor shall pay a deposit of \$50 per key to access restricted areas of the campus. If any key(s) or gate opener(s) issued to the Contractor is lost or stolen, the Contractor shall forfeit its deposit, and pay another deposit for new keys. If re-keying is necessary, it shall be performed by SSU and all cost for such work shall be paid by the Contractor.

The contractor shall provide a written transition plan that outlines equipment change-out process, re-labeling, etc. This will include timeline, to be prepared for standard service upon commencement of service portion of contract.

Quarterly service review and site walks will be conducted with, at a minimum, owners representative and contractor representative with authority to address deficiencies as related to the contract.

14. Campus Traffic and Parking Enforcement

Traffic regulations are enforced 24 hours a day, seven days a week on campus. The Contractor and the Contractor's employees shall observe SSU's traffic and parking regulations. The Contractor shall park in designated, marked parking spots or as specifically approved in writing by SSU. Any parking or driving citations issued on campus shall be paid by the Contractor.

15. Safe Operations

The Contractor shall exercise caution at all times for the protection of persons, property, and the environment. The Contractor shall comply with all occupational safety and health laws and regulations. The Contractor shall ensure that all occupational safety and health laws and regulations are known and observed by the Contractor's employees. The Contractor shall also make provisions for obtaining necessary emergency medical care for the Contractor's employees.

SSU's Office of Environmental Health & Safety (EH&S) or Facilities Management may inspect all collection areas to ensure compliance with this Section. If in the opinion of EH&S or Facilities Management the Contractor or the Contractor's employees are jeopardizing the health and safety of the university community, EH&S or its designee has the authority to stop the Contractor's operations on campus until appropriate corrections are made.

16. Noise Control

The Contractor shall provide service in such a manner that shall produce the least amount of noise. In no event shall the maximum noise level within 1,000 feet of any residence, university facility, adjacent buildings or other populated areas exceed 85 dba when measured at a distance of 50 feet from the vehicle.

SSU reserves the right to determine if the Contractor's operations are creating a disruption to the university or to the community. SSU reserves the right to arrange with the Contractor alternate times and methods for providing service, at no additional cost to SSU.

17. Hazardous Waste

The Contractor shall train its employees in the identification and proper handling of hazardous waste. "Hazardous waste" shall mean all substances defined as hazardous waste by the State of California in Health and Safety Code §25110.02, §25115, and §25117, as they may be revised, amended, or re-codified.

If the Contractor or its employees determine that materials placed in any container for collection contains hazardous waste, the Contractor shall have the right to refuse to accept such materials. In such case, the Contractor's employees and or the Contractor shall immediately notify SSU Facilities Management.

18. Hazardous Materials Incident

In the event the Contractor becomes aware of a hazardous materials spill within the boundaries of the campus, the Contractor shall immediately notify SSU's Police Services or EH&S in order to mitigate the spill and minimize its effect on the environment.

19. Delegation of Performance

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

20. Examination of Site and Contract Specifications

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

21. Authorization for Service Requests and On-call Services

Only the Associate Vice President of Facilities Management, the Director of Operational Sustainability, or their representatives shall authorize the Contractor to provide additional containers or to provide extra pickups of bins or rolloff boxes. SSU shall provide the Contractor with a written list of authorized representatives at the inception of the contract, and from time to time thereafter, as needed.

22. Failure to Meet Terms of Contract

If SSU determines that Contractor has failed in any respect to meet the terms of this contract, SSU may, at its sole option:

- a. Give five days written notice to the Contractor, specifying the defects or lack of performance to be remedied. If the Contractor fails to remedy the defects or lack of performance within the time specified in the written notice, SSU may cause the defects or lack of performance to be remedied and shall deduct the actual cost from any money due or to become due to the Contractor under the contract; or,
- b. Contractor shall reimburse all expenses incurred by Sonoma State University, including but not limited to cost to contract with a different company, as a result of contractor's failure to perform services in accordance with contract.
- c. If SSU considers that the failure is sufficient grounds for such action, it may give written notice of at least five days to the Contractor and the Contractor's sureties, that unless the defects or lack of performance are remedied, the Contractor's control over the work will be terminated.

If the defects or lack of performance have not been remedied within the time specified in the notice, the Contractor's control shall terminate as of that time. Upon such termination, SSU may take possession of and use all or any part of the materials and equipment on the premises to perform the Contractor's obligations. SSU may permit the surety to complete or cause the contract work to be

completed, or it may direct that all or any part of the work be completed by day labor or by employment of other contractors on informal contracts, or both (Public Contract Code, Articles 10843-10845); or,

- d. Terminate the Contractor's control over the contract if SSU has continuous and documented problems with the Contractor in the following areas:
 - I. The Contractor does not consistently adhere to the required noise ordinances and does not enforce the noise control requirements of SSU as noted in other areas of these specifications.
 - II. The Contractor does not observe applicable traffic and safety laws despite verbal and written notifications to do so.
 - III. The Contractor does not pick up the containers within the times specified in this contract despite verbal and written notification to do so.
 - IV. The Contractor does not return containers to their proper location despite verbal and written notifications to do so.

23. Contractor's Responsibility for Damage

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

24. Vehicle Accidents

If the Contractor's vehicle is involved in any type of incident resulting in bodily injury, the Contractor or the Contractor's employee shall immediately notify SSU Police at 707-664-4444. The Contractor shall fully cooperate with SSU's investigation of any such incident.

25. Start-up Timing

The Contractor shall be able to start up collection services within 30 days of award. Setting containers in place shall be coordinated with SSU appropriate administrator.

SSU CAMPUS CONTAINER MAP

This map is Rider E and identifies the current locations of the front load containers and rolloff boxes to be serviced by the Contractor. SSU may add or remove collection locations subject to changes in university operations or other needs as they may arise.

RFP 3030-1372 Recycling, Compost & Landfill Collection

Rider B

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

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

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1. Commencement of Work

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

2. Contract Alterations & Integration

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

3. Severability

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

4. Independent Status

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

5. Governing Law

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

6. Contractor's Power and Authority

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

7. Assignments

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

8. Personnel

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

9. Waiver of Rights

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

10. Time

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

11. Entire Contract

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

CSU GENERAL PROVISIONS FOR SERVICE ACQUISITIONS

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12. Appropriation of Funds

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

13. Cancellation

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

14. Termination for Default

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

15. Rights and Remedies of CSU for Default

- (a) In the event any Deliverables furnished or services provided by Contractor in the performance of this Contract should fail to conform to the requirements herein, or to the sample submitted by Contractor, CSU may reject the same, and it shall thereupon become Contractor's duty to forthwith reclaim and remove all nonconforming deliverables and correct the performance of services, without expense to the CSU, and to immediately replace all such rejected items with others conforming to the specifications or samples. Should Contractor fail, neglect, or refuse to do so, CSU shall thereupon have the right, but not the obligation, to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct the cost of such cover from any moneys due or that may thereafter become due to Contractor.
- (b) In the event Contractor fails to make prompt delivery of any item as specified in the Contract, the same conditions as to CSU's right, but not obligation, to purchase in the open market and receive reimbursement from Contractor, as set forth in (a), above shall apply.
- (c) In the 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.

CSU GENERAL PROVISIONS FOR SERVICE ACQUISITIONS

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

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

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

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

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

(b) Verification of Coverage.

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

(c) Insurance Provisions.

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

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

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

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

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

(d) Amount of Insurance.

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

(i) Comprehensive or Commercial Form General Liability Insurance--Limits of Liability
\$2,000,000 General Aggregate

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

(ii) Business Automobile Liability Insurance-Limits of Liability

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

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

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

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

\$10,000,000 General Aggregate

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

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

(a) MCS-90 endorsement

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

\$2,000,000 Each Occurrence

\$2,000,000 General Aggregate

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

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

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

(e) Acceptability of Insurers.

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

(f) Subcontractor's Insurance.

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

(g) Miscellaneous.

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

19. General Indemnity

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

20. Invoices

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

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

21. Document Referencing

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

22. Use of Data

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

23. Confidentiality of Data

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- (a) Contractor acknowledges the privacy rights of individuals to their personal information that are expressed in the Information Practices Act (California Civil Code Section 1798 et seq.) and in California Constitution Article 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

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

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

26. Rights in Work Product

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

27. Examination and Audit

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

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

28. Dispute

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

29. Conflict of Interest

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

30. Follow-On Contracts

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

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

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- (vi) provisions of formal recommendations regarding any of the above. For purposes of this Section, "affiliates" are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.
- (c) Except as prohibited by law, the restrictions of this Section will not apply:
 - (i) to follow-on advice given by vendors of commercial off-the-shelf products, including Software and Hardware, on the operation, integration, repair, or maintenance of such products after sale; or
 - (ii) where CSU has entered into a Contract for Software or services and the scope of work at the time of Contract execution expressly calls for future recommendations among the Contractor's own products.
- (d) The restrictions set forth in this Section are in addition to conflict of interest restrictions imposed on public Contractors by California law ("Conflict Laws"). In the event of any inconsistency, such Conflict Laws override the provisions of this Section, even if enacted after execution of this Contract.

31. Endorsement

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

32. Covenant Against Gratuities

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

33. Nondiscrimination

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

34. Compliance with NLRB Orders

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

35. Drug-Free Workplace Certification

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

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

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

36. Forced, Convict, Indentured and Child Labor

By accepting a contract with CSU, Contractor:

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

37. Recycled Content Certification

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

38. Child Support Compliance Act

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

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

39. Americans With Disabilities Act (ADA)

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

40. Debarment and Suspension

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

41. Expatriate Corporations

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

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42. Citizenship and Public Benefits

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

43. Loss Leader

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

44. DVBE and Small Business Participation

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

45. Contractor's Staff

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

RFP 3030-1372
Rider C - Price Sheet and Rate Schedule
Front Load and Cart-Based Service

Proposer Name:

Line No.	Service Description	Price Per Weight (cost/rebate) Note 1	Hauling Charge (per lift) Note 2	% Discount applied to additional containers of same commodity at one location Note 3
1	Front Load Recyclable Materials			
	(1 cubic yard capacity)	\$ _____	\$ _____	__%
	(1.5 cubic yard capacity)	\$ _____	\$ _____	__%
	(2 cubic yard capacity)	\$ _____	\$ _____	__%
	(3 cubic yard capacity)	\$ _____	\$ _____	__%
	(4 cubic yard capacity)	\$ _____	\$ _____	__%
	(5 cubic yard capacity)	\$ _____	\$ _____	__%
2	Front Load Compostable Materials			
	(1 cubic yard capacity)	\$ _____	\$ _____	__%
	(1.5 cubic yard capacity)	\$ _____	\$ _____	__%
	(2 cubic yard capacity)	\$ _____	\$ _____	__%
	(3 cubic yard capacity)	\$ _____	\$ _____	__%
	(4 cubic yard capacity)	\$ _____	\$ _____	__%
	(5 cubic yard capacity)	\$ _____	\$ _____	__%
3	Front Load Trash			
	(1 cubic yard capacity)	\$ _____	\$ _____	__%
	(1.5 cubic yard capacity)	\$ _____	\$ _____	__%
	(2 cubic yard capacity)	\$ _____	\$ _____	__%
	(3 cubic yard capacity)	\$ _____	\$ _____	__%
	(4 cubic yard capacity)	\$ _____	\$ _____	__%
	(5 cubic yard capacity)	\$ _____	\$ _____	__%
4	Front Load Split Bins (3 cubic yard capacity)			
	1.5 cubic yards recyclable materials	\$ _____	\$ _____	__%
	1.5 cubic yard trash	\$ _____	\$ _____	__%
5	Front Load Split Bins (4 cubic yard capacity)			
	2 cubic yards recyclable materials	\$ _____	\$ _____	__%
	2 cubic yard trash	\$ _____	\$ _____	__%

RFP 3030-1372
Rider D - Price Sheet and Rate Schedule
Roll-Off Service

Proposer Name:

Line No.	Service Description	Price Per Weight (cost/rebate) Note 1	Hauling Charge (per lift) Note 2
1	Roll-Off – Cardboard		
	(10 cubic yard capacity)	\$ _____	\$ _____
	(20 cubic yard capacity)	\$ _____	\$ _____
	(30 cubic yard capacity)	\$ _____	\$ _____
	(40 cubic yard capacity)	\$ _____	\$ _____
	Compactor – Cardboard (20 cubic yard capacity)	\$ _____	\$ _____
2	Roll-Off – Scrap Metal		
	(10 cubic yard capacity)	\$ _____	\$ _____
	(20 cubic yard capacity)	\$ _____	\$ _____
	(30 cubic yard capacity)	\$ _____	\$ _____
	(40 cubic yard capacity)	\$ _____	\$ _____
3	Roll-Off – Recyclable Materials		
	(10 cubic yard capacity)	\$ _____	\$ _____
	(20 cubic yard capacity)	\$ _____	\$ _____
	(30 cubic yard capacity)	\$ _____	\$ _____
	(40 cubic yard capacity)	\$ _____	\$ _____
4	Roll-Off – Yard Trimmings		
	(10 cubic yard capacity)	\$ _____	\$ _____
	(20 cubic yard capacity)	\$ _____	\$ _____
	(30 cubic yard capacity)	\$ _____	\$ _____
	(40 cubic yard capacity)	\$ _____	\$ _____
5	Roll-Off – Wood		
	(10 cubic yard capacity)	\$ _____	\$ _____
	(20 cubic yard capacity)	\$ _____	\$ _____
	(30 cubic yard capacity)	\$ _____	\$ _____
	(40 cubic yard capacity)	\$ _____	\$ _____
6	Roll-Off – Solid Waste		
	(10 cubic yard capacity)	\$ _____	\$ _____
	(20 cubic yard capacity)	\$ _____	\$ _____
	(30 cubic yard capacity)	\$ _____	\$ _____
	(40 cubic yard capacity)	\$ _____	\$ _____

RFP 3030-1372
Rider E - Price Sheet and Rate Schedule
Electronic-Waste Service

Proposer Name:

Line No.	Service Description	Price Per Weight/unit (cost/rebate) Note 1	Hauling Charge (per lift) Note 2
1	Material cost		
	(1 cubic yard capacity tri-wall shipping box w/pallet)	\$ _____	\$ _____
	Other storage containers provided and accepting for hauling	\$ _____	\$ _____
	Labeling for containers and waste types outlined below	\$ _____	\$ _____
	DOT labels	\$ _____	\$ _____
		\$ _____	\$ _____
2	Monitors, Screens, televisions, laptops, CRTs,		
	CPUs, servers, telecommunications switches	\$ _____	\$ _____
	(printers with toner cartridges)	\$ _____	\$ _____
	(copiers with toner cartridges)	\$ _____	\$ _____
	(Misc. electronics including power supplies, cabling, cellular phones with batteries, telecommunications (excluding switches) all other residential and commercial electronic devices, LED lamps, electronic ballasts, non radioactive smoke detectors, etc.	\$ _____	\$ _____
3	Microwaves		
	Freon containing reffridgerators, coolers)	\$ _____	\$ _____
	List other materials or attach expanded material list and fee schedule as applicable	\$ _____	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____

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

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

Signature

Date

Title

Print Name of Authorized Individual Signing this Proposal

RFP 3030-1372
Rider F - Price Sheet and Rate Schedule
Universal Waste Service

Proposer Name:

Line No.	Service Description	Price Per Weight (cost/rebate) Note 1	Hauling Charge (per lift) Note 2
1	Packing materials		
	Fiber drums (4 ft)	\$ _____	\$ _____
	Packaging and packaging services	\$ _____	\$ _____
	30 gallon steel open top drum	\$ _____	\$ _____
		\$ _____	\$ _____
	Labeling and container signage required including DOT	\$ _____	\$ _____
2	Metal Halides		
	Flourescents including T-8,9,12 -from 2 to 8 ft, cfls, circular tubes	\$ _____	\$ _____
	Projector lamps	\$ _____	\$ _____
	Low pressure sodium	\$ _____	\$ _____
	High pressure sodium	\$ _____	\$ _____
3	Toner and ink cartridges		
	Rechargeable Batteries, including		
	Lithium-ion	\$ _____	\$ _____
	Nickel-metal-hydride	\$ _____	\$ _____
	Nickel-cadmium	\$ _____	\$ _____
	Non-automotive sealed lead-acid	\$ _____	\$ _____
4	Single-Use batteries, including		
	Alkaline and carbon-zinc	\$ _____	\$ _____
	Button cells (mercury and silver oxide)	\$ _____	\$ _____
	lithium	\$ _____	\$ _____
	Mercury containing switches and non-light equip.	\$ _____	\$ _____
	List other materials or attach expanded material list and fee schedule as applicable	\$ _____	\$ _____

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

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

Signature_____
Date_____
Title_____
Print Name of Authorized Individual Signing this Proposal

Dumpster location and quantity

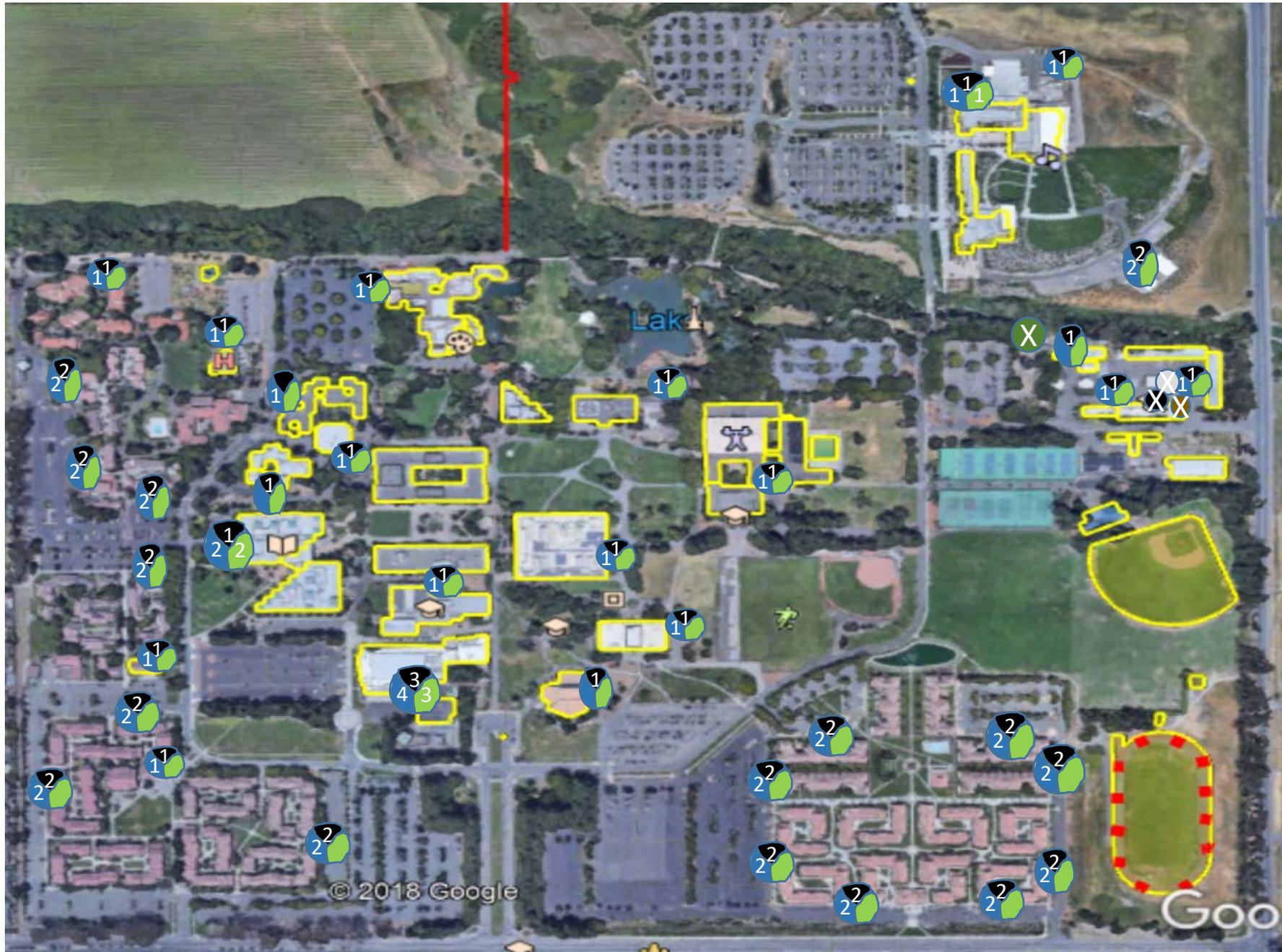
Solid Waste Dumpster

Recycle Dumpster

Compost Dumpster

30 yard roll off location

- X Brush
- X Clean Wood
- X Steel
- X Solid Waste





**Division of Administration and Finance
Financial Services, Contracts and Procurement**

**RFP 3030-1372 Recycling, Compost & Landfill Services
Addendum and Clarification/ Q&A No. 1
May 8, 2020**

This Addendum modifies the RFP No. 3030-1372 Recycling, Compost & Landfill Services. Information and requirements contained herein supersede prior information and requirements contained elsewhere in the RFP. Bidder shall acknowledge receipt of this Addendum Number on the RFP Proposal Form.

To: All Prospective Bidders
From: Ming-Lan (Joy)Sun, Manager of Contracts and Procurement

Addendum

1. The proposal due date and time is changed to: May 26, 2020 by 2:00 p.m.
2. The following documents, attached with this Addendum and Clarification, are added to this RFP which by reference it is incorporated into this RFP.
 - Waste Quantity Averages, consisting of one (1) page
 - Universal Waste Details, consisting of three (3) pages
 - Revised Rider G – SSU Campus Container Map, consisting of one (1) page

End of Addendum No. 1

Clarification and Q&A

Q1. Due to the situation with COVID-19, will the University accept signatures via DocuSign (as opposed to wet ink signatures) on the forms? For safety, many personnel are working remotely when possible, which complicates coordinating ink signatures.

A1. Yes. For the purpose of this RFP, electronic signature is acceptable.

Q2. How many dorm kitchens are on campus? This will help us to calculate how many compost kitchen pails we need to provide.

A2. 550 full kitchens. Zinfandel and Verdort villages do not have kitchens.

Q3. Academic collection hours (5 PM – 7 AM) and Housing Collection hours (1 PM – 10 PM) do not coincide well with landfill operating hours in this area. Would SSU allow proposers to include modified collection hours in their proposal, to better match landfill hours?

A3. Please propose the times that align closest to the University's requests as stated in the RFP and still meet the operational limitations of the landfills and truck hours. University will review the modified time and reserves the right to reject them.

Q4. Does the SSU corporation yard have hours of service restrictions?

A4. No restrictions other than the actual fenced yard which is open from 7:30 AM to 5:00PM.

Q5. Will the contractor who is awarded the debris box service have the exclusive right to all debris boxes on the SSU campus? This would apply to private contractors on campus as well.

A5. University wants the best benefit overall. If debris boxes are built into the overall strategy to optimize diversion and waste costs, please stipulate how that will benefit University in the proposal and it will be reviewed and evaluated.

Q6. Do time restrictions apply to debris box service?

A6. Not for the permanent locations, especially ones that are readily accessible such as the brush box. The twice-annual move-in and out will be more restrictive due to the proximity to residents.

Q7. Landfills in the area are closed on Sundays. Will MSW collection be excluded from Sunday service during move-in and move-out period?

A7. University understand the legal prohibitions of holding debris in trucks and will work with the successful vendor(s) to obtain the best service without jeopardizing regulatory compliance. This may result in an extremely early AM Monday pickup to best support the need.

Q8. What is SSU's plan for the current university truck? Will this truck be available to the contractor who is awarded the front-load service, if requested?

A8. The truck might be auctioned off and it will not be available for contractor to use.

Q9. Is it acceptable if a contractor's bin colors are normally gray for garbage, blue for recycle, and green for compost?

A9. Yes, assuming each bin is also clearly labeled and does not stray from the color standards more than what is asked in this question.

Q10. The RFP references discounts for cart and bin collection occurring at the same location. For purposes of that discount, what does SSU consider to be the same location? How many of SSUs boxes are currently in the "same location" with other boxes?

A10. The same location would be bins in the same physical location without driving the truck to another spot. The same enclosure or all bins behind a single building.

Q11. If we are proposing multiple services (e.g. we will be submitting proposals for both Electronic Waste and Universal Waste services) we must fill out **a separate proposal for each service**? So we would fill out two (one for e-waste, one for universal waste)?

A11. Please refer to Section 6 of the RFP for details.

Q12. General - Does the University have any tonnage data associated with current service levels for any/all service categories, service level and tonnage data associated with annual move-in/move-out events, and information on the amount of e- and u-waste collected annually?

A12. Please see the two documents indicated in the Addendum for the available waste information - "Waste Quantity Averages" and "Universal Waste Details".

Q13. Pg 1 of 14, RFP Sec. 1 - Containers The third paragraph states contractor shall furnish all containers. Item 11 in RFP Sec. 2 – Rider A states that the Contractor shall assume responsibility of existing front load containers. Can you provide the number of existing front load containers that will be transferred to the Contractor? Will Contractor assume ownership of existing containers?

A13. The contractor will assume ownership of all solid waste and recycle 4 yard dumpsters. The current 2 yard compost and all roll offs are owned by a contractor and will need to be supplied by approved vendor. This is approximately (80) 4 yard dumpsters. Please see Revised Rider G – SSU Campus Container Map for detailed information.

Q14. Pg 2 of 14, RFP Sec. 1 - Contract Term. The third paragraph (below the list) states: "The initial contract term will be three (years) effective with the date of the fully executed contract. The contract, upon mutual agreement of both parties, may be extended annually for up to three additional years." Does this mean that this is an evergreen contract—renewing itself and pushing out another three years, effectively requiring a three-year notice to not renew, or was the University's intent to offer one additional three-year term?

A14. This is not an evergreen contract. The initial contract term is three years and at the end of year 3 if the University decide to extend the contract, an amendment will be issued for one additional year. The same process will take place at the end of year 4 and 5.

Q15. Pg 7 of 14, RFP Sec. 1, 5.12 Auxiliaries Services - Will the University please supply a list of current auxiliaries and any plans for future auxiliaries?

A15. Current Auxiliaries - Sonoma State University Foundation, Sonoma State Enterprises and Associated Students. There is no plans for future auxiliaries at this point.

Q16. Pg 2 of 10, RFP Sec. 2, Rider A - Rolloff Box Collection Paragraph one states that rolloff boxes shall have covers or tarps. Is this requirement during transportation only, or must they be covered at all times?

A16. This requirement is meant to ensure that materials generated and stored remain in compliance with all applicable regulations, which require cover during transportation and according to the North Coast Regional Water Quality Control Board (NCRWQCB) require protection from rain and prevention of contaminated storm water runoff. The selected vendor is expected to partner with SSU to ensure compliance.

Q17. General - What is the contingency plan and pickup schedule if the campus is not open in the fall due to COVID-19?

A17. Waste continues to be generated and hauled under current conditions and SSU will work with the successful vendor(s) to make necessary adjustments to service the campus as needed. It is the expectation that the successful vendor(s) shall work with SSU and adjust the service and related charges to meet the campus need that is due to COVID-19 or any other reasons.

Q18. Pg 1 of 10, RFP Sec. 2, Rider A – Diversion. From paragraph 4, can you break out the 1,012 diverted tons by organics, recyclables and construction and demolition debris?

A18. Please see the two documents indicated in the Addendum for the available waste information - "Waste Quantity Averages" and "Universal Waste Details".

Q19. Pg 1 of 10, RFP Sec. 2, Rider A - Diversion Paragraph 2 lists your diversion goals. What baseline are these reductions based on?

A19. SSU diversion goals are based on CalRecycle and internal goals. As is shown in the attached documents our current diversion is currently about 50%, which will be the baseline, and has been as high as 80% when large construction projects skew a particular reporting year.

Q20. Pg 1 of 14, RFP Sec. 2, Rider C - How does one define the "Weight" (i.e. tons or lbs) in the 3rd column heading – Price Per Weight?

A20. Either pounds or tons are acceptable, please just stipulate units and if tonnage is used, please provide information to, at least 3 decimal places.



**Proposal for Recycling, Compost & Landfill Services
RFP 3030-1372**

SUBMITTED TO SONOMA STATE UNIVERSITY

Prepared by Recology Sonoma Marin

January 26, 2021





January 26, 2021

Ming-Lan (Joy) Sun
Manager for Contracts and Procurement
Sonoma State University

Re: Recology Sonoma Marin Proposal to Sonoma State University for Recycling, Compost & Landfill Services (RFP 3030-1372)

Dear Ms. Sun,

On behalf of the employee-owners of Recology Sonoma Marin (Recology), thank you for the opportunity to submit this proposal for recycling, compost, and landfill services to Sonoma State University (SSU). We have been honored to provide collection services to the campus for over a year, and hope to continue our relationship with SSU over the new contract term.

Our proposal includes front load and roll-off services, with a focus on **right-sizing SSU's service levels to reduce pickups by a projected 15% to 25%** during normal campus operations, with further possible reductions while campus population is reduced due to the pandemic. Since we began servicing the campus six months ago, Recology's operations team has noticed a number of containers that are under-utilized and consistently collected under their capacity. This proposal is based on **reducing the service level frequencies** at a number of locations, reducing SSU's overall collection costs.

In addition to our commitment to right-size SSU's service levels, Recology is excited to offer the campus an array of programs designed to help achieve SSU's sustainability goals:

- Providing support services by a **Waste Zero Specialist** to act as a diversion liaison, coordinate outreach and education activities on campus, and conduct other services aimed at helping SSU achieve zero waste.
- Conducting **waste audits twice per year** to consistently evaluate and right-size service. Recology's audits feature data and photographs to help analyze trends.
- Providing engaging **educational material and diversion tools** to students and staff.
- Offering **diversion education and training** to help increase program participation and foster enthusiasm around programs.
- Implementing a **cardboard compactor** to better utilize space and increase capacity for diversion. Recology can also provide options for a compost compactor.
- Designing a tailored **Waste Reduction Plan** for SSU, with the goal of reducing waste and maximizing diversion.
- **Partnering with student organizations** to promote sustainability messages and participate in campus programs.
- Offering optional extra services as part of a **Move Out Day program**, with the goal of capturing material for reuse as students leave the residence halls.

Recology's team is **well-experienced in providing collection programs to college campuses and schools.** Understanding that each institution has different needs and diversion goals, Recology works closely with our customers to design the optimal program. Recology has unique contracts with nearly all public school districts in Sonoma County, as well as Santa Rosa Junior College, and provides solid waste collection services to communities throughout the area.

In addition, Recology prides itself on being the largest company in the solid waste and recycling industry that is **100% employee-owned** through an Employee Stock Ownership Plan (ESOP). Our philosophy is to cultivate long-term relationships with the communities we serve, where our employees live and work. We operate our business in a socially responsible and environmentally conscious way, and would be excellent partners to help SSU move towards zero waste.

We are thrilled to partner with SSU to design a program that best fits the campus' needs and zero waste goals. If you have any further questions, please contact Fred Stemmler, General Manager, at (503) 781-4806 or fstemmler@recology.com. Thank you for considering our proposal.

Sincerely,

DocuSigned by:
Salvatore M. Coniglio
444C41D60A26433...
Salvatore M. Coniglio
Chief Executive Officer
Recology Sonoma Marin



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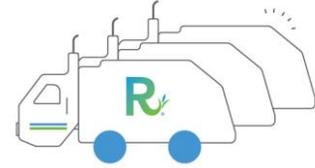
Attachments

1. USCG Letter of Recommendation
2. Sample Tonnage Report
3. Best Practices in Contamination Monitoring
4. Sample Posters



Company Profile

About Recology Sonoma Marin



Name of firm: Recology Sonoma Marin

Address of firm: 3400 Standish Avenue, Santa Rosa, CA 95407

Telephone number: (503) 781-4806 (Fred Stemmler, General Manager)

State of Organization/Incorporation: California

Age of firm, number of year in business: Approximately 2.5 years. Recology Sonoma Marin has been operating since 2017; however, its parent company, Recology Inc., traces its roots to the 1920s.

Officers or Principals of firm: Salvatore M. Coniglio, Chief Executive Officer

Catherine Langridge, Senior Vice President & Chief Financial Officer

Cary Chen, Senior Vice President, General Counsel & Corporate Secretary

Roxanne L. Frye, Assistant Secretary

Size of firm: 451 employees (as of February 24, 2020)

In December 2017, Recology Inc. purchased the collection and processing operations of The Ratto Group of Companies, and began providing services as Recology Sonoma Marin in Sonoma and Marin Counties. Today, Recology Sonoma Marin provides collection and processing services to communities throughout Sonoma and Marin Counties, including unincorporated Sonoma County and the cities of Santa Rosa, Petaluma, Healdsburg, Cloverdale, Rohnert Park, Cotati, Sebastopol, and Novato. For more information about Recology Sonoma Marin's experience and customer base, please see the section titled "Establishment Experience" on Page 3.

About Recology Inc.

With over 40 operating companies, Recology Inc. provides integrated environmental services – including materials collection and processing, product sales, and education – to more than **140 communities** throughout California, Oregon, and Washington.

Tracing its roots back to 1920, Recology Inc. has grown into the **7th largest company in the U.S. waste industry while remaining 100% employee owned.** For a century, Recology Inc. operating companies have been committed to achieving the **best and highest use of all resources** – minimizing the amount of material sent to the landfill.

Recology focuses on **developing renewable infrastructure**, such as Material Recovery Facilities (MRFs) and organics processing facilities. In fact, Recology has grown into **one of the largest composters in the nation**, with six composting locations in California and three in Oregon. Most recently, Recology has begun developing a 45,000 square foot Zero Waste facility to help the City of San Francisco decrease landfill tonnage. The proposed facility would recover material from landfill-bound loads for more beneficial reuse and transformation. **This commitment to diversion makes Recology a like-minded partner for SSU.** Recology is excited for the opportunity to help SSU move towards zero waste and remain a model of sustainability.

Establishment Experience

Santa Rosa Junior College

Recology has been the exclusive service provider for the Santa Rosa Junior College campuses in Santa Rosa, Windsor, Forestville, and Petaluma since January 2018. Services include regularly scheduled collection of garbage, recycle, and compost (front load bins) from multiple locations at each site, as well as on call roll-off service.

Recology works closely with the college to **achieve its diversion goals**. For example, Recology helped the college set up a comprehensive compost program, which helped **capture over 900 cubic yards of organics in 2019**. Recology also collaborates closely with staff to participate in events around campus, helping to engage the student body in diversion activities.

Other activities conducted under the direction of Recology’s Waste Zero Manager include:

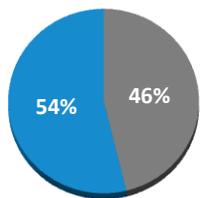
- **Educational presentations** for students, as well as tables at college events
- **On-site waste audits** as needed to help the college understand its material stream and analyze options to increase diversion
- **Staff trainings**, as needed, to help maximize diversion efforts
- **Educational materials**, such as posters and labels, to help students and staff properly sort material

United States Coast Guard Training Center

Recology has provided solid waste collection services at the United States Coast Guard’s Training Center in Petaluma, CA, since 2018. The Training Center in Petaluma is the Coast Guard’s largest training center on the West Coast. Recology provides recycle, compost, and garbage services using front load, roll-off, and side load vehicles.

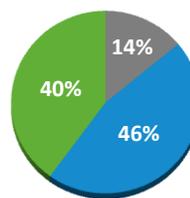
Recology helped the center start its **first compost program, which significantly decreased the amount of material sent to the landfill**. In July 2018, just prior to the start of the compost program, approximately 54% of all material collected at the center was recycled or composted. By February 2019, a remarkable 86% of the center’s material was recycled or composted and only 14% was landfill-bound, thanks to the success of the compost program. For more information, please see **Attachment 1: USCG Letter of Recommendation**.

USCG Material Streams: July 2018



■ Garbage ■ Mixed Recycling

USCG Material Streams: February 2019



■ Garbage ■ Mixed Recycling ■ Compost

Public K-12 School Districts in Sonoma County

Recology has also been the exclusive service provider for nearly all public K through 12 school districts in Sonoma County. The locations receive regularly scheduled recycle, compost, and garbage services, using front load and roll-off vehicles.



Recology’s Waste Zero Team is actively engaged with students and staff to help **raise awareness of sustainability and diversion efforts**. In addition to waste audits, staff training, and educational materials, Recology provides education programs, such as:

- **School assemblies:** Tailored to grade level, these assemblies cover the five R’s: Reduce, Reuse, Recycle, Rot (compost), and Recover.
- **Classroom projects:** Also tailored to grade level, these hands-on projects teach students about renewable versus non-renewable resources and encourage creative uses of everyday items to increase sustainability.
- **Educator resources:** Recology’s Waste Zero Specialists connect educators with resources to help continue sustainability and diversion lessons throughout the school year.

Graton Casino

Recology has been the exclusive service provider for the Graton Resort and Casino since December 2017. Services include regularly scheduled collection of garbage, recycle, and compost. Recology uses front load and roll-off bins in their collection services.

Recology helped the casino set up comprehensive compost and recycle programs, and consistently participates in their annual Health Fair and Earth Day Events. Working collaboratively, Recology and Graton’s staff have made great progress towards achieving waste reduction goals by providing educational materials, training staff, and monitoring progress through monthly landfill diversion reports.

When Recology first started tracking diversion for Graton in March of 2018, the diversion rate was 31.41%. After extensive collaboration, the property now has a 49.23% diversion rate (as of March 2020). Recology currently collects approximately 61.72 tons of compostable materials per month from the property, and is dedicated to further growing the compost and recycle programs to continue to improve the casino’s overall diversion rate.

Municipal Franchise Agreements

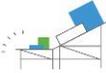
Recology also provides collection and processing services for a number of municipalities in Sonoma and Marin counties. These include:

- | | | |
|----------------|--------------|-----------------------------------|
| • Santa Rosa | • Cotati | • Stinson Beach |
| • Petaluma | • Sebastopol | • Windsor (C&D) |
| • Healdsburg | • Novato | • Sonoma County
Unincorporated |
| • Cloverdale | • West Marin | |
| • Rohnert Park | • Bolinas | |

Recology's services in these jurisdictions include garbage, recycle, and compost collection, through a combination of front loading, rear loading, side loading, and roll-off vehicles.

The following tables provide an overview of the number of routes currently managed by Recology Sonoma Marin, as well as tonnage collected in 2019.

Recology Sonoma Marin Companywide Routes	
Side loader routes	75
Front loader routes	49
Rear loader routes	9
Roll-off routes	21
Container/bulky/special routes	9
Street sweeper routes	14

Recology Sonoma Marin Tons Collected 2019		
	Solid Waste	261,672
	Recycling	123,395
	Organics	111,497
	C&D	23,020

Other Recology Operating Companies

San Francisco State University

Recology Sunset Scavenger (RSS), an affiliated company of Recology Sonoma Marin located in San Francisco, has been the long-term service provider for San Francisco State University (SFSU), providing recycling, compost, and landfill collection services to the 142-acre campus.

RSS conducts extensive diversion education and outreach on the campus, helped establish composting in all residence halls, supports reuse and donation efforts on campus, and provides tailored outreach materials (such as sorting posters).

Recology also helped create a video for the SFSU website, titled "Better at the Bin," to teach the campus community about their recycling and composting programs. Recology also conducts on-site trainings with SFSU staff as needed to help maximize diversion efforts.

University of California San Francisco

Recology Golden Gate, an affiliated company of Recology Sonoma Marin, has been the exclusive service provider for the University of California San Francisco (UCSF) and its hospitals for decades.

When UCSF's Mission Bay facilities underwent a major expansion in 2015, Recology assisted the facilities management team with planning a [comprehensive collection program](#), focused on diversion at the new Medical Center at Mission Bay. This included developing signage, helping facilities management establish workflow procedures, and increasing recycling and diversion services.

Financial Stability

Recology Inc., the parent company of Recology Sonoma Marin, is the 7th largest company in the U.S. solid waste industry, based on revenue. Recology Inc.'s financials are audited annually by KPMG. Recology Inc.'s revenue for the last three fiscal years is:

2017	\$1 billion
2018	\$1.1 billion
2019	\$1.3 billion

Recology Inc. has sufficient availability to fund the necessary expenditures required to meet its performance obligations under Sonoma State University's service agreement. If necessary, Recology Inc. will utilize a combination of financing mechanisms that provides the best benefit to the project (best combination of rates and terms). These financing mechanisms could include, but are not limited to, cash on-hand, project financing, and drawing on Recology Inc.'s Senior Secured Credit Facility with Bank of America N.A. as Administrative Agent.

Good Credit History with Non-Affiliated Processing and Disposal Sites

Recology is in good standing with several non-affiliated processing and disposal facilities across the Bay Area. Recology operating companies throughout the region have longstanding relationships with such facilities as Central Landfill, Redwood Landfill, Pacific Recycling Services (Ukiah), and Green Waste Recovery (San Jose).

SSU's recyclables would be processed by Recology Sonoma Marin's Material Recovery Facility (MRF), located at 3417 Standish Ave in Santa Rosa, adjacent to Recology's administrative offices. The facility is permitted to accept 91,828 tons per year of comingled recyclables, and has ample capacity to process SSU's material.

OSHA Citations & Safety Program

Recology received two citations from California Division of Occupational Safety and Health (Cal/OSHA) on March 13, 2020, that resulted from an injury accident that occurred in September of 2019. Both citations were immediately appealed and are pending.

Recology has no greater responsibility than providing a safe operating environment for its employee-owners and customers. Recology is committed to maintaining an accident- and injury-free workplace. As a result of the incident in 2019, employees were re-trained in safe operating procedures for traffic flow control and vehicle backing and unloading. Other pertinent safety policies and work rules were also reviewed with employees.

Recology has a comprehensive **Injury and Illness Prevention Program (IIPP)**, which is reviewed annually to ensure operational or regulatory changes are captured. The Program helps managers, supervisors, and employees accomplish three major goals:

- Prevent work-related injuries and illnesses
- Prevent property loss or damage
- Comply with applicable safety and health regulations

In addition, Recology employees receive the following **safety equipment package** (as applicable to their job functions):

- High-visibility uniform
- Hardhat
- Ear plugs or ear muffs
- Gloves
- Safety glasses
- Dust mask
- Safety shoes

Drivers also receive safety orientation training, practical training on the operation of collection trucks and equipment, regularly scheduled safety meetings, and specialized safety trainings. Further details on driver trainings are provided in the following section titled, "Personnel."

Personnel

Collection Staff

Recology prides itself on its excellent service and low missed collection rate. **SSU would benefit from having consistent drivers, who would be assigned the same route on campus and would have familiarity with the various locations and service needs.**

In the event the regular drivers are not available (due to sick time, vacation, etc.), Recology would assign an experienced backup driver to complete SSU's services. Recology has a number of lead drivers who are familiar with the campus layout and container locations.



Mike Lockwood, Operations Supervisor at Recology, would directly oversee collection services for SSU. Mike has 30 years of collection service in the area, and currently oversees Recology's collection services on campus. He will be involved in the day-to-day collection operations, as well as the waste assessments, right-sizing of services, compactor placement, and other services described in this proposal.

Recology's drivers are selected based on a rigorous screening process, and must meet the following hiring requirements designed to prioritize safety:

- Possess a valid commercial driver license (Class B)
- Pass a physical examination to obtain a medical card
- Pass background checks, including motor vehicle driving history and drug and alcohol testing history

New drivers receive **safety orientation training**, which includes classroom and hands-on field exercises. They are then trained to operate their specific collection trucks and equipment, followed by on-route training with safety trainers. Once completed, the driver is given a road test to assess proficiency before being assigned a route as a probationary driver.

Following the initial training period, all employees are required to attend ongoing **monthly safety meetings**. Each meeting is typically 30-40 minutes long. As needed, these meetings can be followed by more informal weekly meetings hosted by supervisors to address process changes or issues as they arise.

In addition, drivers and all field employees participate in **monthly training events** that address major operational topics. Training topics include: pedestrian safety, overhead hazards, operating in winter weather, etc. **Weekly and ad hoc trainings** are conducted to address topics of current interest or concern. A record is maintained of the dates, topics, locations, and participants of all Recology training events.

Driver safety performance is monitored through direct observation by:

- a) Operations Supervisors and other management, and
- b) An on-board video safety system technology, mounted in the collection vehicles.

Recology maintains electronic records of all driver qualifications data, including current licenses and certifications, the results of pre-employment, random, and post-accident drug and alcohol tests. An outside contractor monitors DMV records to alert Recology of upcoming driver license renewal requirements and driver citation experience.

Supervisors and Managers

The dedication of Recology employee-owners drives operations. With **decades of experience** in the collection industry, Recology's managers and supervisors will be readily available to ensure SSU's program is reflective of the campus's status as a sustainably-focused institution. The following section provides an overview of the team's experience:



FRED STEMMLER
General Manager

As the General Manager of Recology Sonoma Marin, Fred plans, directs, and evaluates all aspects of the company's organics, recyclables, and solid waste collection and processing programs to ensure high-quality service to all customers. This includes services to such entities as the SCWMA, Santa Rosa, Healdsburg, Cloverdale, Rohnert Park, Cotati, and Sebastopol.

Prior to his role as General Manager for Recology Sonoma Marin, Fred was the General Manager of Recology Western Oregon. He has held other key positions with Recology, including Operations Manager at Recology Vacaville Solano and Recology Sunset Scavenger, and Financial Compliance Manager for the Recology Corporate Finance and Accounting Department. Since joining Recology in 2008, Fred graduated from two internal leadership programs and participated in long term strategic planning and development committees that focused on business process improvement and excellence in service.

Prior to Recology, Fred worked as a certified public accountant and finance professional serving a variety of Fortune 500 businesses and began his professional career with Deloitte. Fred sits on the board for multiple non-profit organizations. Fred graduated from the University of Southern California with a BA in Accounting.



MICHAEL LOCKWOOD
Operations Supervisor

As the Operations Supervisor assigned to SSU, Mike would address any operational concerns or service questions. He directly oversees drivers' training, performance, and daily operations.

Mike has 30 years of experience in the solid waste and recycling industry. He began as a residential route driver, and has driven commercial front loading and roll-off routes during his career. He has spent decades as a route supervisor, and

currently supervises Recology's services on SSU's campus. Mike is well-versed in the campus layout, and looks forward to helping SSU right-size their container sizes and service levels to ensure the campus is optimizing their program.



JOHN RATTO
Senior Operations Manager

As Senior Operations Manager, John would function as a backup operations supervisor for Mike Lockwood, assisting as needed in the daily collection operations for SSU. With over 40 years of experience, John's responsibilities include overseeing driver training, performance, routing, operational needs, and other tasks.

John has been with Recology since 1976, when he began working as a route driver for Recology in San Francisco. He was promoted to Operations Manager in San Francisco in 1994, and Senior Operations Manager in 2007. He joined Recology Sonoma Marin in October 2017, assisting with the start-up of the new company.



CELIA FURBER
Waste Zero Manager

Celia is the Waste Zero Manager for Recology Sonoma Marin (RSM), overseeing a team of nine that manage the recycle and compost programs, education and outreach, as well as landfill diversion objectives for the company. Celia has been with RSM since it first began its operations in the North Bay in 2017, and was previously with Recology in Mountain View, CA for five years.

Prior to her time with Recology, Celia implemented plastic bag and polystyrene ordinances for the City of San Jose as well as the City of Menlo Park. Celia has built her career around her ability to collaborate, strategize, and implement large scale sustainability programs. She takes pride in combating climate change by recovering resources and making a difference one ton at a time.



CHERI SEELEY
Waste Zero Specialist

As a Waste Zero Specialist, Cheri is part of the education and outreach arm of Recology, and is responsible for meeting and exceeding waste diversion goals set by the state and each unique contract.

Cheri has worked closely with commercial accounts and schools throughout Sonoma County, including SSU, to implement successful landfill diversion programs since 2017, and has been in the industry for over ten years. She appreciates that her role allows her to make a broad positive environmental impact every day.

At SSU, Cheri will coordinate outreach and education activities on campus, conduct waste assessments, compile diversion reports, and design a Waste Reduction Plan. In addition, she would be directly available to answer SSU staff questions related to reporting, Waste Zero efforts, service questions, and billing.

Customer Service

As previously noted, SSU staff would directly contact either Mike Lockwood, Operations Supervisor, or Cheri Seeley, Waste Zero Specialist, with any questions or concerns. Specifically:



- Any questions related to reporting, Waste Zero efforts, service questions, and billing should be directed to Cheri.
- Any operational concerns or service questions should be directed to Mike.

Recology also operates a local customer service center, staffed with Recology employees who are trained in the particular needs of Recology's collection contracts and franchises. It is located in Recology's administrative offices at 3400 Standish Ave in Santa Rosa, which enables close communication between customer service, dispatch, management, and drivers.

The call center is open from 7:00 AM to 6:00 PM, Monday through Friday, and 7:00 AM to 3:00 PM on Saturdays. Recology's Customer Service Specialists are also trained to address billing questions, implement service adjustments, and open or close accounts.

All customer data and interactions are recorded in the Recology Customer Relationship Management (RCRM) system. The system allows Recology's Customer Service Specialists to track:

- Customer and service level information
- Billing and payment history
- Customer service issues and inquiries
- Routing
- Ticketing
- Dispatching

Work Plan/Methodology

Collection Fleet

Recology currently has front loading and roll-off collection vehicles ready to serve SSU.

The vehicles feature Recology's brand identity, and are painted white with blue and green accents. The vehicles meet or exceed Federal Motor Vehicle Safety Standards and are equipped with flashing LED lighting for high-visibility.



Renewable Diesel Fuel

Recology's vehicles are fueled with renewable diesel, helping to reduce air emissions. Also known as "green diesel," renewable diesel fuel is not derived from fossil fuels, but is produced using fats and vegetable oils. Renewable diesel has a higher cetane number than biodiesel fuels, allowing it to combust more efficiently, keep engines clean, and minimize tailpipe emissions. It can be used in all modern diesel engines without any modification.



Renewable diesel offers additional environmental benefits, as well as increased energy security, when compared to Compressed Natural Gas (CNG) and other fuel types. In fact, renewable diesel has been shown to **emit less carbon monoxide and particulate matter** when compared to CNG and traditional diesel. Renewable diesel also has **lower life-cycle emissions**, which is an assessment of the overall greenhouse gas impacts of a fuel in all stages of production and use.

Collection Hours

When SSU campus returns to full population, Recology recommends adjusting the collection hours stated in the RFP to better coincide with landfill operating hours in the area.

Currently, the RFP requests that academic collections occur between 5 PM and 7 AM, while housing collections occur between 1 PM and 10 PM.

Recology instead recommends:

- Academic collection hours: 5 PM to 8 AM
- Housing collection hours: 8 AM to 4 PM

These hours better align with landfill operations in the area, and will also enable Recology to conduct SSU's using one truck each collection day. This increases service efficiency and allows Recology to provide more accurate material collection records and weights.

Prior to the pandemic, Recology was providing service on the above hours with no noise or crowd issues. Recology anticipate it will be able to continue service at these times with no disruption or danger to campus life.

While the campus population remains reduced, RSM will service the entire campus during the afternoon hours as has worked for the temporary contract over the last 10+ months.

Responding to Service Issues and Inquiries

Missed Pickups

Customer satisfaction is at the core of Recology's operations, and the company strives to minimize missed collections. Recology's experience shows that misses are most commonly caused by route changes, new drivers, service exceptions, and changed locks or blocked containers.



To address these issues, Recology will:

- Ensure that SSU has a consistent driver who is well-versed in the campus layout and container placement, thereby diminishing the chances of a missed container.
- Use backup drivers who are similarly familiar with SSU's campus, in the event the driver typically assigned to SSU's route is unavailable (due to vacation time, sick time, etc.).
- Provide all drivers with a detailed route list and map of all collection sites.
- Follow a defined process for identifying and responding to missed collections, should a miss occur.

Recology would be able to address any missed collection on the SSU campus within 24 hours of notification. To report a miss, staff would contact Mike Lockwood, Operations Supervisor, directly so that he could ensure a vehicle is scheduled to return and service the container.

If a miss is reported, Mike would work with dispatch to create a "ticket" in the RCRM system. The "ticket" appears on the dispatcher's screen in yellow to highlight its importance. If the driver is still mid-route, dispatch would radio the driver to return and collect the material.

At the end of the route, every driver must check with dispatch to catch any potential misses or extra service requests. Missed collections may be picked up by the driver serving the route, or by the driver the next day (depending on when the miss is reported and which driver is closest in order to maintain route efficiency).

In the case of changed locks or blocked containers, drivers contact dispatch to let them know that they can't access the container. Operations then contact the customer to let them know about the inaccessible container. Once a solution is identified, a return pickup is scheduled.

Personnel Concerns

All Recology drivers are trained in customer service as a component of their onboarding. This includes:



- **Recology CORE On-boarding**, to welcome and integrate new employees into Recology's culture. During this segment, drivers are provided a detailed overview of their job roles and expectations, as well as Recology's culture and values.
- **Customer Service training**, to explain how every interaction with a customer is an opportunity for a positive and memorable experience, for the customer as well as themselves. Drivers learn methods to maintain professionalism when faced with difficult situations, as well as tips on how to resolve issues on their routes.

Should SSU have any personnel concerns, they may contact Michael Lockwood, Recology's Operations Manager, to discuss their concerns. In the event that SSU's regular route driver is absent due to vacation, sick leave, or other reasons, Recology maintains relief drivers. The relief drivers who would potentially cover SSU's routes would be trained in commercial collection vehicles, including front loading and roll-off.

Invoice Questions

SSU would be able to directly contact Cheri Seeley, Waste Zero Specialist, with any billing questions or concerns. Cheri would work with Recology's accounting department, as well as operations supervisors, to quickly remedy any invoicing or service concerns.

Recology also operates a local customer service center in Santa Rosa, which is staffed Monday through Saturday.

Vehicle Maintenance Program

Through its comprehensive vehicle maintenance program, Recology monitors the condition of its vehicles and equipment daily, enabling staff to correct defects before they become serious. The program minimizes unscheduled repairs, downtime, and lost productivity.



Recology has detailed instructions on maintenance practices that clearly assign responsibilities to operators, maintenance staff, and managers. The program uses standard forms for inspections and maintenance, employs Recology's computerized maintenance management system, and institutes purchase orders and purchasing approvals.

Recology is proud of the fact that its companywide fleet has consistently passed California Highway Patrol Basic Inspection of Terminals (BIT) inspections.

The following sections provide a detailed overview of Recology's maintenance program.

Complete Shift Coverage

Recology maintenance facilities are staffed by two separate shifts – morning and afternoon – to ensure full coverage to support vehicle operations.

- The morning shift is staffed with mechanics, welders, and a tire person. This shift performs major service work, on-site repairs to keep trucks safe and roadworthy, as well as road calls.
- The afternoon shift is staffed with mechanics, welders, and Preventive Maintenance Technicians. This shift covers road calls, Vehicle Condition Report (VCR) work, safety repairs, inspections, and will support the maintenance operations already being conducted during the morning shift.



Vehicles Inspections

Qualified Recology staff perform frequent, thorough, and detailed vehicle inspections. Any vehicle or equipment requiring repair is immediately taken out of service, as necessary, to prevent any damage and ensure safety.

Recology maintains a series of checklists and reports to ensure inspections (and any necessary maintenance and repair) are conducted in a timely manner. These include the 63 Point Inspection Form and the Vehicle Condition Report. Further details on these checklists and corresponding processes are provided below.

Preventative Maintenance

Recology's Preventative Maintenance program is based on manufacturer recommendations, combined with industry experience. Recology's Preventative Maintenance / Service Technicians perform several primary preventive maintenance activities, based on vehicle mileage, engine hours, or days.



- When a vehicle reaches the threshold for one of the indicators, it is flagged in the Computerized Maintenance Management System as due for service.
- The maintenance team spends time between each shift cleaning and maintaining equipment so it is ready for full operation the following day.
- At the time of the service, the Preventive Maintenance technician identifies any item or issue that needs attention and documents the items on an electronic Repair Order. The repairs are then scheduled to be corrected as required.

63 Point Inspections

Recology's comprehensive 63 Point Inspection includes all Federal and State Department of Transportation (DOT) mandatory inspection items, as well as additional inspection items.

In accordance with the California Vehicle Code and Recology policy, the 63 Point Inspection is required to be performed at least every 90 days, or more often as necessary to ensure safe vehicle operation.



- Recology’s Preventive Maintenance / Service technician performs the required tasks as outlined on the 63 Point Inspection sheet and denotes if the inspection items are satisfactory or if there are deficiencies.
- Any deficiencies are documented in detail on a corresponding Repair Order, and scheduled to be repaired and prioritized to be corrected as required.

Vehicle Condition Report

Drivers are required to complete a daily Vehicle Condition Report (VCR) at the beginning and end of each shift in order to identify any equipment defects, leaks, or necessary repairs and/or adjustments.

- Any defect, as noted by the driver/operator on the VCR, requires the generation of a repair order to address the noted defects.
- Following the completion of the repair, the mechanic will certify in the VCR records that the defects have been corrected.

While Recology has a top-tier risk management program, it does not carry uninsured and underinsured motorist coverage, and some of its insurers have an A.M. Best rating of A-:VII. Recology is confident that SSU will be fully satisfied with its insurance program and can provide further information upon request.

Recology Sonoma Marin Operations Yard

Recology’s operations are centralized at 3400 & 3417 Standish Ave. in Santa Rosa, CA. The location hosts route truck parking, container storage and repair, maintenance, fueling, and dispatch, as well as administrative operations such as the call center, billing, and Waste Zero activities. Recology’s Material Recovery Facility is also based at 3417 Standish Ave.

Since all service activities are conducted at the same location, Recology’s team has the ability to collaborate closely across departments to strategize customer programs and address questions or concerns.

Recology seeks to offer safe services to all of its communities in a way that minimizes impact on the environment. All operating companies follow Recology’s comprehensive Environmental Compliance Program.

Recology’s operations comply with applicable environmental permits, laws, codes, and regulations. Marcia King, Recology Sonoma Marin’s locally-based Environmental Compliance Manager, monitors operations using a combination of checklists and audits, and works directly with local and state regulators on environmental compliance activities with assistance from the environmental compliance and operations teams at Recology Sonoma Marin.

Monthly and Annual Reporting

Recology's monthly and annual tonnage reports describe the materials recycled, composted, and landfilled for each respective location. Since SSU locations may be integrated into Recology's existing routes to ensure cost-effective service, Recology's tonnage reports will, in those cases, feature an allocated breakdown of each material type based on the proportional weight of SSU material in each load, instead of weight and dispatch tickets.

For an example of a report, please see **Attachment 2: Sample Tonnage Report**. Recology is also happy to collaborate with SSU to customize the reporting format to ensure it meets SSU's needs. Weight and dispatch tickets will be provided for SSU-only loads, such as debris box pickups.

In addition, Recology's Waste Zero Specialist will provide detailed reports on the results of the twice-annual waste assessments conducted on campus. The reports feature information on frequently encountered types of contamination, overall contamination rate, images, and other data. For more information, please see the section titled "Maximizing Diversion," as well as **Attachment 3: Best Practices in Contamination Monitoring**.

Transition Plan

The following implementation plan assumes the service agreement between SSU and Recology is executed by February 1, 2021. This plan is subject to adjustment pending final execution of the agreement. This proposal also assumes that Recology assumes responsibility for the existing front loading containers currently at the SSU campus.

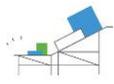
Implementation Task	Start	Finish
Container Relabeling		
Re-label existing outdoor carts & containers* *Since Recology is currently providing collection services to SSU, many of SSU's containers already feature Recology labels; it is therefore anticipated that container relabeling will be a quick and streamlined process.	Feb. 1, 2021	March 1, 2021
Service Levels & Billing		
Add current SSU containers and service frequency to RCRM system	Completed	Completed
Right-sizing SSU container sizes and service levels to increase diversion and reduce costs when possible* *Due to limited population on campus during distance learning, right-sizing may be delayed or conducted in phases.	March 1, 2021	May 1, 2021
Conduct twice-annual audits of SSU material, working with SSU staff to implement any service changes	Ongoing	Ongoing
Route Integration		
Develop initial routes incorporating SSU stops** **Since Recology already services SSU, Recology would only need to update the routes based on current operations.	Completed	Completed
Review/test initial routes	Completed	Completed

Implementation Task	Start	Finish
Add SSU stops to final revised route map	Completed	Completed
Customer Service		
Customer Service Specialist training on SSU contract & programs	Feb. 1, 2021	March 1, 2021
Public Education Materials		
Collaborate with SSU staff to design SSU specific sorting posters, indoor bin labels, and other educational materials	March 1, 2021	May 1, 2021
Print and distribute sorting posters, bin labels, and other materials	March 1, 2021	May 1, 2021
Start of Collection Services	March 1, 2021	

Processing and Disposal Facilities

Recology aims to find the best and highest use for all materials collected. **To accomplish this, Recology prioritizes developing processing technologies and builds relationships with local processors to divert material.** Recology will take material collected at SSU to the following facilities for processing or disposal.

Per Recology's contract with Republic Services, Recology is bound to take non-franchised Green Waste, Food Waste, Construction and Demolition Debris and other Waste not classified as Source Separated Recyclables collected within Sonoma County to one of the County Facilities operated by Republic. Thus, except for Source Separated Recyclables, SSU would only be able to redirect Recology to another disposal or processing site facility if Republic agreed.

	Recycling & Cardboard	Recology Sonoma Marin MRF	Santa Rosa, CA
	Compost/ Food Waste	Sonoma Transfer Station	Sonoma, CA
	Green Waste	Sonoma Transfer Station	Sonoma, CA
	Scrap Wood	Sonoma Transfer Station	Sonoma, CA
	Scrap Metal	West Coast Metals	Windsor, CA
	C&D	Central Landfill	Petaluma, CA
	Solid Waste	Central Landfill	Petaluma, CA

To incentivize diversion and ensure that processing facilities receive a clean materials stream, Recology reserves the right not to collect, or to collect and charge as trash, any container designated for recyclable or compostable materials that appears to contain over 10% contamination by volume. In either case, Recology will notify the campus location so they can correct the contamination problem.

Recology's provision of services is conditioned on SSU approving annual rate adjustments to pass through all changes in tipping fees at all facilities listed above except the Recology Sonoma Marin MRF. Please note that Recology operates the Sonoma Transfer Station and the C&D processing facility at the Central Landfill as Republic's subcontractor. However, we do not set tipping fees, or benefit from higher tipping fees, at those facilities.

Because Recology's pricing is inclusive of proceeds from the sale of recyclables, no credit for such proceeds will be included on our invoices.

Maximizing Diversion

Recology believes SSU's current waste stream has **significant opportunities to increase diversion**. More tonnage could go into the recycling or compost streams, and at some campus locations, services could be **right-sized** to ensure containers are not under-utilized.

Recology's proposal is based on **right-sizing SSU's service levels to reduce pickups by a projected 15% to 25%**. To accomplish this, Recology's operations team monitored containers across campus and determined a number of locations where container sizes could be adjusted and/or pickup frequency could be reduced.

This analysis focused on normal school year operations. Times with reduced population, such as summer and distance-learning semesters, may warrant even greater changes. **Recology will work with SSU on an on-going basis to identify and adjust to these changes.**

For example, service at the Green Center could be downsized from four 4-yard garbage and recycling bins collected twice a week, to three 4-yard garbage and recycling bins collected once per week. If implemented, Recology's right-sized service levels would aim to **reduce SSU's collection costs**, while **increasing the diversion rate** by prioritizing recycling and composting service.

Recology is proposing **a comprehensive, data-driven program to analyze SSU's service levels and increase landfill diversion rates**. This program includes:

1. Providing support services by a **Waste Zero Specialist** to act as a diversion liaison, coordinate outreach and education activities on campus, conduct waste assessments, compile quarterly diversion reports, and design a Waste Reduction Plan for SSU.
2. Conducting **waste assessments** twice each year, when school is in session and not in session, to consistently evaluate and right-size service. Recology will use its proprietary mobile software application, powered by GoCanvas, to collect data, take photographs, and analyze trends.
3. Designing a tailored **Waste Reduction Plan** for SSU.
4. Partnering with **student sustainability organizations** on campus to increase diversion opportunities for students.

- Implementing a **cardboard compactor** to better utilize space and increase capacity for diversion when the campus returns to full population. During the current distance learning, the campus would not need the minimum 30 pulls per year, and Recology would not recommend the service.

At pre-pandemic levels, Recology estimated SSU would use the compactor for more than 150% of the required minimum hauls. When campus population returns, Recology can work with SSU to evaluate and, if appropriate, provide a compost compactor to help increase organics diversion.

- Offering **diversion education and training** to staff and students to help increase program participation and create excitement around programs.
- Providing tailored **educational material and diversion tools** to help students and staff engage in their diversion programs.
- Offering optional extra services as part of a **Move Out Day program**, with the goal of capturing material for reuse as students leave the residence halls.
- Meeting with SSU staff at least twice per year** to help analyze program effectiveness, review diversion reports, and discuss service recommendations.

1. Waste Zero Specialist

Recology will dedicate 25% of a full-time Waste Zero Specialist to SSU. **The Waste Zero Specialist will serve as a liaison between Recology and the SSU community to help engage the campus in waste reduction and recycling programs.** The Waste Zero Specialist will:

- Complete site audits twice a year every year when school is in session and not in session to right size service.
- Advise SSU's Purchasing Department on sustainable purchasing practices, such as foodware and other material, that can be composted or recycled.
- Work with food service teams to implement reusable foodware where possible.
- Provide student and staff trainings on recycle and compost programs.
- Provide technical assistance as needed to ensure success of programs.
- Offer diversion-focused educational material and tools.

2. Waste Assessments

Reducing contamination is an essential part of Recology's diversion programs. To help SSU maximize diversion and ensure each location is receiving appropriate service, Recology's Waste Zero Specialist will conduct container audits using Recology's proprietary mobile software platform, hosted by GoCanvas.

Audits will be conducted at least twice per year, once when school is in session and once when it is out of session. The data collected will be:

- Used by Recology and SSU to **understand sorting habits and identify further educational needs**
- Synthesized into a **photo-based report by location**, to help SSU staff

The image shows a mobile application interface on a smartphone. The app has a blue header with a 'go' logo and a menu icon. Below the header is a form with the following fields:

- Name Required Field***: Joe abc
- Date**: 07/05/2018
- Job Description**: Paint abc
- Client Name**: John Adams abc
- GPS Location**: (with a location icon)

 At the bottom right of the form is a blue 'Next' button. A progress bar is visible at the very bottom of the screen.

understand the sorting behaviors at specific locations

- **Aggregated into a report for SSU**, detailing the number of audits completed, the common types of contamination documented (e.g. plastic bags, latex gloves), and the overall contamination rate uncovered during the audit, among other data points.



The information gathered will help Recology and SSU **strategize new methods to help increase diversion and reduce contamination.**

More information on GoCanvas’s capabilities, including sample photo-based reports and aggregated reports, is available in **Attachment 3: Best Practices in Contamination Monitoring.**

3. Waste Reduction Plan

Recology will design and implement a tailored **Waste Reduction Plan** for SSU, with the goal of reducing waste generated on campus and capturing recyclable and compostable materials in SSU’s existing waste stream. The Plan would be a collaboration between Recology’s operations and Waste Zero teams, and could include:

- Collecting baseline data at select locations at SSU, with a focus on current waste sorting habits, to identify specific opportunities for diversion
- Designing and implementing containers, complete with outreach material (such as sorting posters) at the sites
- Monitoring the material in these sorting containers periodically, to analyze shifts towards diversion
- Sharing data with SSU staff to recommend further opportunities to right-size containers, adjust purchasing policy, conduct staff trainings or student outreach, and divert more recyclable and compostable materials

4. Partnerships with Student Organizations

As a sustainability-minded institution, SSU already has a great network of students dedicated to waste reduction and diversion. Recology is excited to engage with SSU students, as well as Craig Dawson, the Director of Operational Sustainability, to create new opportunities for diversion involvement on campus.

Recology’s Waste Zero Specialist will establish a partnership with interested students to develop and implement outreach activities on campus. This may include conducting waste reduction competitions (described below), helping coordinate tours of Recology-operated recycling and compost facilities, and participating in annual Earth Week activities.



Recology looks forward to working with student organizations to identify ways to engage the campus. Potential partner organizations include:

- Students for Sustainability
- The Geography, Environment, and Planning Club
- SSU's chapter of the Surfrider Foundation Club
- S.T.E.P. Up
- JUMP: Sustainability Chapter

One example of a partnership could be a Waste Reduction Competition. The competition would be conducted by students, with assistance from Recology's Waste Zero Specialist, to help students living on campus think about **consumption, waste reduction, and diversion through friendly competition.**

Residence halls would compete to see who can make the largest changes in their waste stream diversion rates. To start the competition, an initial audit of each residence hall's waste streams would be conducted by students to set their baseline diversion rates.

The Waste Zero Specialist would help set target percentages for each material stream, with the goal of increasing waste reduction efforts, recycling, and composting to in turn decrease the garbage stream. Recology would help the student organizations conduct outreach in the residence halls to engage other students.

As the competition progresses, additional audits would be conducted to assess progress. **Points would be awarded for increases in composting & recycling and low contamination levels, while points would be taken away for increases in garbage.** At the end of the competition period, the residence hall with the greatest diversion rates and least amount of contaminants is crowned the winner!

5. Compactor

Recology is offering SSU a **20-yard cardboard compactor** to address space constraints and increase diversion. The compactor has a number of potential Waste Zero benefits:

- **Fewer hauls:** The compactors could potentially reduce SSU's cardboard hauls.
- **Space Saving:** The compactors allow SSU to store greater volumes of cardboard in a smaller space.
- **Lower carbon footprint:** By reducing the number of hauls, SSU also reduces greenhouse gas emissions associated with hauling.



When the population returns to campus and cardboard tons return to pre-pandemic levels, Recology would be happy to work with SSU to optimize the use and placement of the compactor; for example, it is estimated that more than half of the Student Center's recyclables are cardboard, making that location an ideal spot for the compactor.

In addition, while current estimates indicate that an organics compactor would not be appropriate due to current tonnage levels and vector control questions (based on pre-pandemic levels of material), Recology can work with SSU to continue to evaluate implementation of an organics compactor as diversion improves. The organics compactor could be structured like the Cardboard compactor with the cost

incorporated in the haul fee and a minimum number of hauls. Recology's staff would also help plan the logistics of transporting organic material to the compactor.

Please note that the implementation of any compactor is dependent on Recology being awarded the roll-off services agreement.



6. Education and Training Services

Recology will offer training to help SSU staff implement services and optimize diversion. This may include on-site training for employees, advice on container placement, service level and equipment recommendations, and other support. For more information, see the section titled "Training, Communications, and Process Improvement Strategy" on Page 23.

7. Diversion Education Material and Tools

Recology sets the industry standard for attractive, clear, user-friendly customer education materials. A well-defined outreach and education program, with consistent messaging and easy-to-understand tools – is one of the best management practices to help increase participation in diversion programs while reducing contamination.

For more information, please see the section titled "Training, Communications, and Process Improvement Strategy" on Page 23.

8. Move Out Day Assistance

Move-Out day at the residence halls provides ample **opportunity to capture reusable material**. As an optional service for an additional negotiated fee, Recology could provide additional containers during move-out periods and will partner with community organizations – such as local food pantries and Goodwill – to help divert reusable goods such as furniture, clothing, and canned food.

Recology would also provide custom signage and outreach material to students to help them understand where to place donated items. If SSU is interested in implementing Move-Out Day services, Recology would be happy to discuss program parameters and provide a quote for services.

9. Partnership with SSU Staff



Recology envisions its relationship with SSU as a collaborative effort towards achieving an effective waste management program with a focus on increasing diversion. Recology's Waste Zero Specialist will meet with SSU staff **at least twice a year** to assess programs, share the service level data gathered from the waste assessments, review diversion progress, and discuss further program recommendations.

At these meetings, Recology will share the results of data gathered during waste assessments by its mobile app-building software. **In addition, Recology can work with SSU to design an annual outreach plan prior to the start of each school year.** The plan would outline activities for the upcoming year and serve as a discussion point for the meetings.

Training, Communications, and Process Improvement Strategy

Training, Outreach, Labeling Programs

SSU Staff Trainings

Recology will conduct trainings for SSU staff, reviewing acceptable and unacceptable materials in each stream, as well as tips and best practices for promoting a Waste Zero culture on campus. This would also include specialized training for the staff using the new compactor.

After the waste assessments, Recology will offer follow-up trainings as needed to educate staff on any changes implemented as a result of the assessment.

Trainings will be continuously available on an as-needed basis. Recology believes consistent follow up is a vital component of any successful diversion program, and would be readily available to conduct trainings as needed.

Outreach, Signage, and Education

Recology will offer sorting posters and other tools to help students and staff engage with their diversion programs. This includes:

- Installing proper recycle, compost, and garbage signage on all indoor and outdoor receptacles throughout the campus. For examples of the posters, please see [Attachment 4: Sample Posters](#).
- Provide Waste Zero education information sheets that can be included in new student welcome packets. These sheets would provide an overview of the recycling and composting programs on campus and give new students tips on sorting their material.
- Working with SSU staff to provide compost kitchen pails for dorm kitchens on campus, or to ensure an adequate supply of indoor compost and recycling receptacles (also known as “slim jims”) throughout campus, including housing buildings.

Internship Program

Recology will offer an annual, paid summer internship to SSU students, helping them gain work experience, explore long term career options, and learn about resource recovery – all while working for an industry-leading company.

Recology would offer one internship position each summer. Students would work with the Waste Zero team on diversion efforts at SSU, as well as potential projects to improve diversion in Sonoma County. The first internship would be offered in the summer of 2022, pending the status of the COVID-19 pandemic.



The internship would be 12 weeks in length and would align with SSU's summer break. Once available, Recology would promote the internship on SSU's campus during career fairs and among student sustainability organizations.

Monthly Weight Reports

Recology is committed to providing detailed monthly tonnage reports to SSU in Excel or CSV files. **Consistent reporting is vital to understand SSU's material composition and changing service level needs.**

Recology's monthly tonnage reports describe the materials recycled, composted, and landfilled for each respective location. When operating at full population, the majority of SSU locations will be serviced on a route exclusive to the campus. However, during distance learning and days with significantly reduced pickups or extraordinary services, SSU may be integrated into Recology's existing routes to ensure cost-effective service. In these cases, Recology's tonnage reports will feature an allocated breakdown of each material type based on the proportional weight of SSU material in each load.

For an example of a monthly tonnage report, please see **Attachment 2: Sample Tonnage Report.**

Technical Assistance

Recology's Waste Zero team will provide SSU with an array of programs and technical assistance to help maximize recycling and compost diversion on campus. A full description of these programs is included in the section titled "Maximizing Diversion" on Page 18.

As previously mentioned, should SSU be interested and volumes at that time justify the service, Recology is offering SSU a cardboard compactor, as well as an optional compost compactor for an additional cost. Recology's staff will work with SSU to select the optimal features and location for either compactor.

Zero Waste Consulting Services

As previously mentioned, Recology is dedicating 25% of a full-time Waste Zero Specialist to SSU. In this role, Cheri Seeley, who has over ten years of industry experience, will work closely with SSU to provide zero waste consulting and support services. This includes designing a Waste Reduction Plan, conducting twice-annual waste assessments, providing student and staff trainings, and implementation of best practices for diversion outreach and education.

Other Recology operations staff will also offer advice on container placement, assistance with implementing the cardboard compactor service, and other technical services to help SSU's collection program maximize its potential.

References

Santa Rosa Junior College

Contact name: Ralph Gause, Senior Buyer

Phone number: (707) 527-4823

Email address: rgause@santarosa.edu

Contract term: Jan. 1, 2018 – Dec. 31, 2020 (with two optional 1-year extensions)

United States Coast Guard TRACEN Petaluma

Contact name: Michael A. Cignetti, Contracting Officer's Representative, Facilities Engineering

Phone number: (707) 477-2520 or (707) 765-7305

Email address: michaelcignetti@gmail.com

Contract term: Since 2017

Graton Resort & Casino

Contact name: Brian Green, Vice President/Assistant General Manager

Phone number: 707.588.7030

Email address: brian.green@gratonresortcasino.com

Contract term: Since 2017

San Francisco State University

Contact name: Caitlin Steele, Director of Sustainability

Phone number: (415) 405-3868

Email address: cdsteele@sfsu.edu

Contract term: Recology Sunset Scavenger, an affiliated company of Recology Sonoma Marin, is the long-term service provider for SFSU

Price Sheet and Rate Schedule

RFP 3030-1372
Rider C - Price Sheet and Rate Schedule
Front Load and Cart-Based Service

Proposer

Name: Recology Sonoma Marin

Line No.	Service Description	Price Per Ton (cost/rebate) Note 1	Hauling Charge (per lift) Note 2	% Discount applied to additional containers of same commodity at one location Note 3
1	Front Load Recyclable Materials			
	(1 cubic yard capacity)	\$ 75.00	\$ 22.00	-10%
	(1.5 cubic yard capacity)	75.00	22.00	-10%
	(2 cubic yard capacity)	75.00	22.00	-10%
	(3 cubic yard capacity)	75.00	22.00	-10%
	(4 cubic yard capacity)	75.00	22.00	-10%
	(5 cubic yard capacity)	75.00	22.00	-10%
	(6 cubic yard capacity)	75.00	22.00	-10%
2	Front Load Compostable Materials			
	(1 cubic yard capacity)	Included with award of	\$ 22.00	-10%
	(1.5 cubic yard capacity)	front-load and debris	22.00	-10%
	(2 cubic yard capacity)	box service	22.00	-10%
	(3 cubic yard capacity)		22.00	-10%
	(4 cubic yard capacity)		22.00	-10%
	(5 cubic yard capacity)		22.00	-10%
	(6 cubic yard capacity)		22.00	-10%
3	Front Load Trash			
	(1 cubic yard capacity)	\$ 141.19	\$ 22.00	-10%
	(1.5 cubic yard capacity)	141.19	22.00	-10%
	(2 cubic yard capacity)	141.19	22.00	-10%
	(3 cubic yard capacity)	141.19	22.00	-10%
	(4 cubic yard capacity)	141.19	22.00	-10%
	(5 cubic yard capacity)	141.19	22.00	-10%
	(6 cubic yard capacity)	141.19	22.00	-10%
4	Front Load Split Bins (3 cubic yard capacity)			
	1.5 cubic yards recyclable materials	NA	NA	NA
	1.5 cubic yard trash	NA	NA	NA
5	Front Load Split Bins (4 cubic yard capacity)			
	2 cubic yards recyclable materials	NA	NA	NA
	2 cubic yard trash	NA	NA	NA
6	Cart-Based Recyclable Materials			
	32-Gallon Carts	\$ 75.00	\$ 3.09	-10%
	64-Gallon Carts	75.00	3.09	-10%
	96-Gallon Carts	75.00	3.09	-10%
7	Cart-Based Compostable Materials			
	32-Gallon Carts	Included with award of	\$ 3.09	-10%
	64-Gallon Carts	front-load and debris	3.09	-10%
	96-Gallon Carts	box service	3.09	-10%

Line No.	Service Description	Price Per Ton (cost/rebate) Note 1	Hauling Charge (per lift) Note 2	% Discount applied to additional containers of same commodity at one location Note 3
8	Cart-Based Trash			
	32-Gallon Carts	\$ 141.19	\$ 3.09	-10%
	64-Gallon Carts	141.19	3.09	-10%
	96-Gallon Carts	141.19	3.09	-10%

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

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

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

Recology Note: During times of significantly reduced service (summer and distance learning), minimal service days, or special services, Recology may integrate SSU collection with other routes, and utilize allocation to determine weight charges.

DocuSigned by:
 1/26/2021 | 9:52 AM PST
 Signature Date Chief Executive Officer Title

Salvatore M. Coniglio
 Print Name of Authorized Individual Signing Proposal

RFP 3030-1372
Rider D - Price Sheet and Rate Schedule
Roll-Off Service

Proposer**Name:** Recology Sonoma Marin

Line No.	Service Description	Price Per Weight (cost/rebate) Note 1	Hauling Charge (per lift) Note 2
1	Roll-Off – Cardboard		
	(10 cubic yard capacity)	\$ -	\$ 165.51
	(20 cubic yard capacity)	-	165.51
	(30 cubic yard capacity)	-	165.51
	(40 cubic yard capacity)	-	165.51
	Compactor – Cardboard (20 cubic yard capacity)	-	329.76 *
2	Roll-Off – Scrap Metal		
	(10 cubic yard capacity)	\$ -	\$ 249.69
	(30 cubic yard capacity)	-	249.69
	(30 cubic yard capacity)	-	249.69
	(40 cubic yard capacity)	-	249.69
3	Roll-Off – Recyclable Materials		
	(10 cubic yard capacity)	\$ 75.00	\$ 165.51
	(20 cubic yard capacity)	75.00	165.51
	(30 cubic yard capacity)	75.00	165.51
	(40 cubic yard capacity)	75.00	165.51
4	Roll-Off – Yard Trimmings		
	(10 cubic yard capacity)	\$ 83.03	\$ 249.69
	(20 cubic yard capacity)	83.03	249.69
	(30 cubic yard capacity)	83.03	249.69
	(40 cubic yard capacity)	83.03	249.69
5	Roll-Off – Wood		
	(10 cubic yard capacity)	\$ 83.03	\$ 249.69
	(20 cubic yard capacity)	83.03	249.69
	(30 cubic yard capacity)	83.03	249.69
	(40 cubic yard capacity)	83.03	249.69
6	Roll-Off – Solid Waste		
	(10 cubic yard capacity)	\$ 141.19	\$ 249.69
	(20 cubic yard capacity)	141.19	249.69
	(30 cubic yard capacity)	141.19	249.69
	(40 cubic yard capacity)	141.19	249.69

Line No.	Service Description	Price Per Weight (cost/rebate) Note 1	Hauling Charge (per lift) Note 2
7	Roll-Off – Construction & Demolition Debris		
	(10 cubic yard capacity)	\$ 94.98	\$ 249.69
	(20 cubic yard capacity)	94.98	249.69
	(30 cubic yard capacity)	94.98	249.69
	(40 cubic yard capacity)	94.98	249.69

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

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

*Recology Note: Minimum of 30 hauls per year required for the cardboard compactor. When campus is at full population, RSM anticipates 150% or more of the required minimum hauls. RSM would not recommend putting the compactor in place until students fully return to campus.

DocuSigned by:

 4441C41D80A26433...
 Signature

1/26/2021 | 9:52 AM PST
 Date

Chief Executive Officer
 Title

Salvatore M. Coniglio
 Print Name of Authorized Individual Signing Proposal

Certificate of Liability Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/21/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Beecher Carlson Insurance Services 21650 Oxnard Street, Suite 1600 Woodland Hills, CA 91367 www.beechercarlson.com	CONTACT NAME: Beecher Carlson Insurance Services PHONE (A/C. No. Ext): 818-598-4200 FAX (A/C. No): 770-870-3043 E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B: Indemnity Insurance Company of North America</td> <td>43575</td> </tr> <tr> <td>INSURER C: Indian Harbor Insurance Company</td> <td>36940</td> </tr> <tr> <td>INSURER D: XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER E: Lloyd's of London (Hiscox)</td> <td>N/A</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE American Insurance Company	22667	INSURER B: Indemnity Insurance Company of North America	43575	INSURER C: Indian Harbor Insurance Company	36940	INSURER D: XL Specialty Insurance Company	37885	INSURER E: Lloyd's of London (Hiscox)	N/A	INSURER F:	
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INSURER D: XL Specialty Insurance Company	37885														
INSURER E: Lloyd's of London (Hiscox)	N/A														
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 59809674 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR: \$500,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		XSL G27630339	10/1/2020	10/1/2021	EACH OCCURRENCE \$1,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,500,000 MED EXP (Any one person) \$0 PERSONAL & ADV INJURY \$1,500,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>		SCA H08873343 Limit: \$500,000 XSA H08873227 Limit: \$1.5M xs \$500k	10/1/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Auto Physical Damage \$ Self Insured
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			RES5000612	10/1/2020	10/1/2021	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	RWE5000442-06 SIR: \$2,000,000	10/1/2020	10/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000
E	Umbrella Liability			PN2000870	10/1/2020	10/1/2021	Per Occ./Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

If additional insured (ADDL INSR) and/or subrogation waived (SUBR WVD) boxes are checked, applicable blanket policy endorsements apply in favor of the DESIGNATED ENTITY where required by written contract, but only as respects liability arising out of work performed by or on behalf of the insured. Additional Condition(s) as required by written contract: Primary/Non-Contributory status (GL/AL), 30 days notice of cancellation
 DESIGNATED ENTITY: The State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents

CERTIFICATE HOLDER Sonoma State University 1801 E Cotati Ave Rohnert Park CA 94928	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Pam Brooskin <i>Pam Brooskin</i>
--	--

Bid Signature Page

9. Proposal Signature Page

9.1 The undersigned contractor hereby submits this proposal in response to **RFP 3030-1372 Recycling, Compost & Landfill Services** and agrees to all the terms and conditions thereof. The undersigned offers and agrees, if this bid accepted within 90 calendar days from the date of opening, to furnish all of the items upon which prices are provided, at the prices set opposite each item, delivered at the designated point within the time specified and subject to the General Provisions for Goods. The bidder's signature affixed hereon shall constitute a certification under the penalty of perjury under the laws of the State of California that the bidder has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

Proposed service category:

- Front Load and Cart-Based Service
- Roll-Off Service
- Electronic Waste Service
- Universal Waste Service

Company Name: Recology Sonoma Marin

444C41D60A26433...	<i>Salvatore M. Coniglio</i>	1/26/2021 9:52 AM	Chief Executive Officer
Signature	Date	Title	

Salvatore M. Coniglio

Print Name of Authorized Individual Signing this Proposal

(503) 781-4806

Phone /Fax Number

fstemmler@recology.com

Email Address:

Recology Sonoma Marin

Name of Contractor as Licensed

N/A (business licenses are not required to conduct business in unincorporated Sonoma County)

Business License Number

3400 Standish Ave, Santa Rosa, CA 95407

Street Address

City

State

Zip Code

9.2 Acknowledgement of RFP Addendum and Clarification (Indicate Number and Date issued) Addendum 1 (May 8, 2020)

9.3. Acknowledgement of acceptance to Rider A Scope of Work^{PS}* and Rider B – CSU General Provisions for Acquisition of Services. SC Initial

* (with modifications as per proposal)

9.4 Optional Proposed Payment Terms outside of standard Net 45.

1. N/A 2% Net 30 2. N/A 5% 20 Net 30 3. N/A 2.5% 20 Net 45

Attachment 1.
USCG Letter of Recommendation

HCA GM 3042.270-0
Attachment A.

**U.S. Department of
Homeland Security**

**United States
Coast Guard**



Commanding Officer
United States Coast Guard
Unit Name

599 Tomales Road
Petaluma, CA 94952
Phone: (707) 765-7312
Email: Jason.d.briggs@uscg.mil

06 May 2020

MEMORANDUM

From: Michael A. Cignetti
Contracting Officer's Representative
USCG TRACEN Petaluma (61200)

To: Ming-Lan
Manager for Contracts and Procurement
Sonoma State University

Subj: LETTER OF RECOMMENDATION FOR RECOLOGY – RFP 3030-1372 FOR
RECYCLING, COMPOST, AND LANDFILL SERVICES

1. The United States Coast Guard Training Center – Petaluma (TRACEN Petaluma) is the largest of its kind in the Western United States, training more than 4,000 students each year. The facility occupies more than 800 acres of land, which includes 130 family housing units, 4 barracks, numerous schoolhouses, and has its own clinic, chapel, police and fire departments, bowling alley and club, theater, gym, pool, café, and store. In essence, TRACEN Petaluma is a small town nestled in the Two Rock Valley of Sonoma County.
2. Recology Sonoma-Marin has been providing waste, recycling, and composting services at TRACEN Petaluma since April of 2018. These services include:
 - a. Once weekly collection of (130) residential 96-gallon waste containers and (130) residential 96-gallon recycling containers.
 - b. Twice weekly collection of (9) 3 cubic yard commercial waste containers, (13) 4 cubic yard commercial waste containers, and (3) 6 cubic yard commercial waste containers.
 - c. Once weekly collection of (6) 3 cubic yard commercial recycling containers, (9) 4 cubic yard commercial recycling containers, and (4) 6 cubic yard commercial recycling containers.
 - d. Once weekly collection of (5) 6 cubic yard commercial composting containers.
 - e. Once weekly collection of (1) 20 cubic yard commercial roll-off waste container, (1) 30 cubic yard commercial roll-off waste container, (1) 30 cubic yard commercial roll-off green waste container, and (2) 40 cubic yard commercial roll-off cardboard collection containers.
 - f. On-call collection of (1) 20 cubic yard commercial roll-off metal collection container.

Subj: NOMINATION OF CONTRACTING OFFICER'S REPRESENTATIVE
(COR)

4330

3. Recology Sonoma-Marin has provided these services to the satisfaction of the Government and was instrumental in consulting and setting up TRACEN Petaluma's robust composting program for both our upper and lower galleys.



Michael A. Cignetti
Contracting Officer's Representative
(707) 765-7305
Michael.a.cignetti@uscg.mil

Attachment 2. Sample Tonnage Report



Customer ABC
123 Main Street
USA
Feb-20

Garbage					
Address	Bin Type	Bin Size	Units	Pick-ups	Lbs.
123 Main Street	Garbage	6yd. (138 lbs./yd.)	2	6 days/wk * 4.33 wks	43,023
123 Main Street	Garbage	15	1	2/1/2020	4,360
123 Main Street	Garbage	30	1	2/1/2020	12,740
123 Main Street	Garbage	30	1	2/3/2020	15,480
123 Main Street	Garbage	30	1	2/5/2020	2,640
123 Main Street	Garbage	30	1	2/6/2020	12,420
123 Main Street	Garbage	30	1	2/7/2020	12,580
123 Main Street	Garbage	30	1	2/8/2020	13,120
123 Main Street	Garbage	15	1	2/8/2020	3,340
123 Main Street	Garbage	30	1	2/10/2020	15,720
123 Main Street	Garbage	30	1	2/13/2020	13,820
123 Main Street	Garbage	30	1	2/15/2020	12,840
123 Main Street	Garbage	15	1	2/15/2020	3,100
123 Main Street	Garbage	30	1	2/17/2020	16,480
123 Main Street	Garbage	30	1	2/20/2020	14,880
123 Main Street	Garbage	30	1	2/22/2020	10,840
123 Main Street	Garbage	15	1	2/22/2020	3,140
123 Main Street	Garbage	30	1	2/24/2020	15,800
123 Main Street	Garbage	30	1	2/27/2020	13,200
123 Main Street	Garbage	30	1	2/29/2020	12,900
					252,423

Recycle					
Address	Bin Type	Bin Size	Units	Pick-ups	Lbs.
123 Main Street	MIXED REC	20	1	2/1/20	340
123 Main Street	MIXED REC	30	1	2/4/20	2,940
123 Main Street	MIXED REC	20	1	2/5/20	2,220
123 Main Street	MIXED REC	20	1	2/5/20	3,660
123 Main Street	MIXED REC	20	1	2/8/20	300
123 Main Street	MIXED REC	30	1	2/11/20	2,940
123 Main Street	MIXED REC	30	1	2/18/20	3,300
123 Main Street	MIXED REC	20	1	2/19/20	3,780
123 Main Street	MIXED REC	20	1	2/19/20	2,560
123 Main Street	MIXED REC	20	1	2/22/20	940

123 Main Street	MIXED REC	30	1	2/25/20	2,740
					25,720

Compost					
Address	Bin Type	Bin Size	Units	Pick-ups	Lbs.
123 Main Street	Compost	2 yd. (396 lbs./yd.)	5	6 days/wk * 4.33 wks	102,881
123 Main Street	Compost	3 yd. (396 lbs./yd.)	2	2 days/wk * 4.33 wks	20,576
					123,457

Summary	
Material	Lbs. Collected
Garbage	252,423
Recycle	25,720
Compost	123,457
Total	401,600



Customer ABC
123 Main Street
USA
Mar-20

Garbage					
Address	Bin Type	Bin Size	Units	Pick-ups	Lbs.
123 Main Street	Garbage	6yd. (138 lbs./yd.)	2	6 days/wk * 4.33 wks	43,023
123 Main Street	Garbage	30	1	3/2/2020	9,000
123 Main Street	Garbage	30	1	3/3/2020	9,820
123 Main Street	Garbage	30	1	3/5/2020	14,080
123 Main Street	Garbage	15	1	3/7/2020	2,880
123 Main Street	Garbage	30	1	3/7/2020	11,780
123 Main Street	Garbage	30	1	3/9/2020	14,820
123 Main Street	Garbage	30	1	3/12/2020	12,660
123 Main Street	Garbage	15	1	3/14/2020	2,940
123 Main Street	Garbage	30	1	3/14/2020	9,880
123 Main Street	Garbage	30	1	3/16/2020	12,200
123 Main Street	Garbage	30	1	3/17/2020	880
123 Main Street	Garbage	30	1	3/23/2020	1,640
123 Main Street	Garbage	30	1	3/26/2020	1,160
					146,763

Recycle					
Address	Bin Type	Bin Size	Units	Pick-ups	Lbs.
123 Main Street	MIXED REC	20	1	3/4/20	2,400
123 Main Street	MIXED REC	20	1	3/4/20	3,380
123 Main Street	MIXED REC	30	1	3/10/20	2,960
123 Main Street	MIXED REC	20	1	3/14/20	1,020
123 Main Street	MIXED REC	30	1	3/17/20	3,540
123 Main Street	MIXED REC	20	1	3/18/20	2,680
123 Main Street	MIXED REC	20	1	3/18/20	1,960
123 Main Street	MIXED REC	30	1	3/24/20	360
123 Main Street	MIXED REC	30	1	3/27/20	500
123 Main Street	MIXED REC	30	1	3/31/20	60
					18,860

Compost					
Address	Bin Type	Bin Size	Units	Pick-ups	Lbs.

123 Main Street	Compost	2 yd. (396 lbs./yd.)	5	6 days/wk * 4.33 wks	102,881
123 Main Street	Compost	3 yd. (396 lbs./yd.)	2	2 days/wk * 4.33 wks	20,576
					123,457

Summary	
Material	Lbs. Collected
Garbage	146,763
Recycle	18,860
Compost	123,457
Total	289,080

Attachment 3. Best Practices in Contamination Monitoring

BEST PRACTICES IN CONTAMINATION MONITORING

HOW DOES RECOLOGY MONITOR CONTAMINATION?

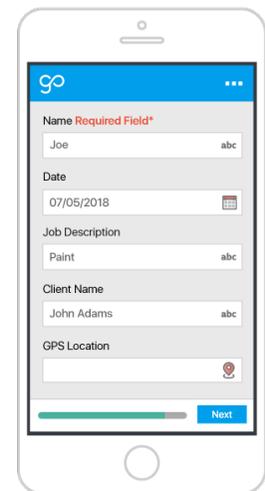
Recology uses a mobile app-building software platform to facilitate [Waste Stream Analysis](#) activities at commercial and multi-family customer sites.

HOW DOES IT WORK?

The app allows trained [Recology Waste Zero Specialists](#) to gather data on program participation at customer sites (curbside cart and container assessments).

The form allows Waste Zero Specialists to record data such as customer of origin, primary contaminants, diversion opportunities (such as recyclables or organics in the waste stream, and overall cart or container quality. Photos can be taken directly with the mobile device and integrated into a report summarizing the audit results.

Specifically at the customer site, the form allows Waste Zero Specialists to capture data and photos related to material quality and diversion potential directly from the cart or container. A report can be shared directly with the customer to communicate potential issues, improve program participation, educate customers on proper sorting habits, and identify opportunities for further diversion.



HOW IS THIS INFORMATION USED?

Results of the audits can be provided as [PDF report to individual customers](#), serving as educational tools to help communicate issues and improve program participation. Recology's goal is to reduce contamination and improving landfill diversion at the individual customer-level.

In addition, the data can be synthesized into a [Monthly Contamination Report](#) for each of Recology's franchises. These reports include a presentation of monthly metrics related to presence of contaminants, underperforming routes or regions, and overall load score. Recology has also developed an integrated metrics dashboard where historic data can be accessed to view trends and patterns of customer behavior.



SAMPLE CUSTOMER REPORT



Recycling Contamination Audit

Recology



12/12/2019

10:17 AM



Account Details

Customer Address



City



Response

1st Audit

Recommendation

Contact for Guidance

Audit Details

Audit Result

UNACCEPTABLE

% Total Contamination

23

% Organics Contaminaiton

15

% Trash Contamination

8

Overall % Full

80

Service Schedule

Wednesday

- Film / Loose Plastic Bags
- Food / Liquid / Soiled Recyclables
- Wrappers / Non-Recyclable Packaging
- Paper Towels / Tissues
- Unknown Contents (in Colored / Opaque Bags)
- Other - See Notes

Photos



Pizza box



Wrappers





SAMPLE CUSTOMER REPORT

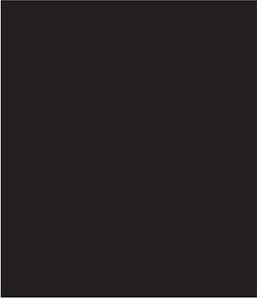


Commercial Recycling Audit Form

Recology

01/20/2019

01:09 PM



Account Details

Customer Name

Customer Address

Customer ID

City

Response



12345



1st Audit

Audit Details

Audit Result

UNACCEPTABLE

% Total Contamination

20

% Organics Contaminaiton

% Trash Contamination

20

Recommendation

Contact for Guidance

Receptacles Audited

Container(s) - 8 Yd

Overall % Full

50

Service Schedule

Monday

- Film / Loose Plastic Bags
- Food / Liquid / Soiled Recyclables
- Wrappers / Non-Recyclable Packaging
- Paper Towels / Tissues
- Wax Cardboard
- Latex Gloves
- Unknown Contents (in Colored / Opaque Bags)
- Other - See Notes

Photos





SAMPLE CUSTOMER REPORT



Commercial Recycling Audit Form

Recology

01/14/2019

09:50 AM



Account Details

Customer Name

Customer Address

Customer ID

City

Response

[Redacted]

[Redacted]

12345

[Redacted]

1st Audit

Audit Details

Audit Result

UNACCEPTABLE

% Total Contamination

20

% Organics Contamination

% Trash Contamination

20

Recommendation

Contact for Guidance

Receptacles Audited

Container(s) - 2 Yd

Overall % Full

65

Service Schedule

Tuesday

- Film / Loose Plastic Bags
 - Food / Liquid / Soiled Recyclables
 - Wrappers / Non-Recyclable Packaging
 - Paper Towels / Tissues
 - Wax Cardboard
 - Latex Gloves
 - Unknown Contents (in Colored / Opaque Bags)
 - Other - See Notes
- Other (Description)
Styrofoam

Photos



Attachment 4. Sample Posters

RECYCLE

**EMPTY ALUMINUM
CANS**



**EMPTY GLASS
BOTTLES & JARS**



**EMPTY JUICE BOXES
(NO STRAWS)**



**EMPTY MILK
CARTONS**



EMPTY PLASTIC CONTAINERS

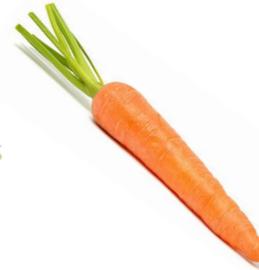


UNSOILED PAPER & CARDBOARD

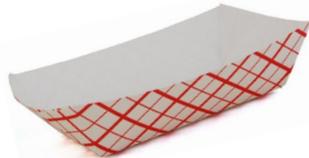


COMPOST

ALL FOOD SCRAPS (MEAT & DAIRY OK)



SOILED PAPER & CARDBOARD (WITHOUT PLASTIC COATING)



GARBAGE

SNACK WRAPPERS & JUICE POUCHES



**PLASTICS LABELED
"COMPOSTABLE"**



LIDS, STRAWS, & PLASTIC UTENSILS



PLASTIC COATED PAPER PRODUCTS



STYROFOAM



PLASTIC BAGS & FILM PLASTICS



Price Sheet and Rate Schedule

RFP 3030-1372
Rider C - Price Sheet and Rate Schedule
Front Load and Cart-Based Service

Proposer

Name: Recology Sonoma Marin

Line No.	Service Description	Price Per Ton (cost/rebate) Note 1	Hauling Charge (per lift) Note 2	% Discount applied to additional containers of same commodity at one location Note 3
1	Front Load Recyclable Materials			
	(1 cubic yard capacity)	\$ 75.00	\$ 22.00	-10%
	(1.5 cubic yard capacity)	75.00	22.00	-10%
	(2 cubic yard capacity)	75.00	22.00	-10%
	(3 cubic yard capacity)	75.00	22.00	-10%
	(4 cubic yard capacity)	75.00	22.00	-10%
	(5 cubic yard capacity)	75.00	22.00	-10%
	(6 cubic yard capacity)	75.00	22.00	-10%
2	Front Load Compostable Materials			
	(1 cubic yard capacity)	Included with award of	\$ 22.00	-10%
	(1.5 cubic yard capacity)	front-load and debris	22.00	-10%
	(2 cubic yard capacity)	box service	22.00	-10%
	(3 cubic yard capacity)		22.00	-10%
	(4 cubic yard capacity)		22.00	-10%
	(5 cubic yard capacity)		22.00	-10%
	(6 cubic yard capacity)		22.00	-10%
3	Front Load Trash			
	(1 cubic yard capacity)	\$ 141.19	\$ 22.00	-10%
	(1.5 cubic yard capacity)	141.19	22.00	-10%
	(2 cubic yard capacity)	141.19	22.00	-10%
	(3 cubic yard capacity)	141.19	22.00	-10%
	(4 cubic yard capacity)	141.19	22.00	-10%
	(5 cubic yard capacity)	141.19	22.00	-10%
	(6 cubic yard capacity)	141.19	22.00	-10%
4	Front Load Split Bins (3 cubic yard capacity)			
	1.5 cubic yards recyclable materials	NA	NA	NA
	1.5 cubic yard trash	NA	NA	NA
5	Front Load Split Bins (4 cubic yard capacity)			
	2 cubic yards recyclable materials	NA	NA	NA
	2 cubic yard trash	NA	NA	NA
6	Cart-Based Recyclable Materials			
	32-Gallon Carts	\$ 75.00	\$ 3.09	-10%
	64-Gallon Carts	75.00	3.09	-10%
	96-Gallon Carts	75.00	3.09	-10%
7	Cart-Based Compostable Materials			
	32-Gallon Carts	Included with award of	\$ 3.09	-10%
	64-Gallon Carts	front-load and debris	3.09	-10%
	96-Gallon Carts	box service	3.09	-10%

Line No.	Service Description	Price Per Ton (cost/rebate) Note 1	Hauling Charge (per lift) Note 2	% Discount applied to additional containers of same commodity at one location Note 3
8	Cart-Based Trash			
	32-Gallon Carts	\$ 141.19	\$ 3.09	-10%
	64-Gallon Carts	141.19	3.09	-10%
	96-Gallon Carts	141.19	3.09	-10%

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

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

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

Recology Note: During times of significantly reduced service (summer and distance learning), minimal service days, or special services, Recology may integrate SSU collection with other routes, and utilize allocation to determine weight charges.

DocuSigned by:
 1/26/2021 | 9:52 AM PST
 Signature Date Chief Executive Officer Title

Salvatore M. Coniglio
 Print Name of Authorized Individual Signing Proposal

RFP 3030-1372
Rider D - Price Sheet and Rate Schedule
Roll-Off Service

Proposer**Name:** Recology Sonoma Marin

Line No.	Service Description	Price Per Weight (cost/rebate) Note 1	Hauling Charge (per lift) Note 2
1	Roll-Off – Cardboard		
	(10 cubic yard capacity)	\$ -	\$ 165.51
	(20 cubic yard capacity)	-	165.51
	(30 cubic yard capacity)	-	165.51
	(40 cubic yard capacity)	-	165.51
	Compactor – Cardboard (20 cubic yard capacity)	-	329.76 *
2	Roll-Off – Scrap Metal		
	(10 cubic yard capacity)	\$ -	\$ 249.69
	(30 cubic yard capacity)	-	249.69
	(30 cubic yard capacity)	-	249.69
	(40 cubic yard capacity)	-	249.69
3	Roll-Off – Recyclable Materials		
	(10 cubic yard capacity)	\$ 75.00	\$ 165.51
	(20 cubic yard capacity)	75.00	165.51
	(30 cubic yard capacity)	75.00	165.51
	(40 cubic yard capacity)	75.00	165.51
4	Roll-Off – Yard Trimmings		
	(10 cubic yard capacity)	\$ 83.03	\$ 249.69
	(20 cubic yard capacity)	83.03	249.69
	(30 cubic yard capacity)	83.03	249.69
	(40 cubic yard capacity)	83.03	249.69
5	Roll-Off – Wood		
	(10 cubic yard capacity)	\$ 83.03	\$ 249.69
	(20 cubic yard capacity)	83.03	249.69
	(30 cubic yard capacity)	83.03	249.69
	(40 cubic yard capacity)	83.03	249.69
6	Roll-Off – Solid Waste		
	(10 cubic yard capacity)	\$ 141.19	\$ 249.69
	(20 cubic yard capacity)	141.19	249.69
	(30 cubic yard capacity)	141.19	249.69
	(40 cubic yard capacity)	141.19	249.69

Line No.	Service Description	Price Per Weight (cost/rebate) Note 1	Hauling Charge (per lift) Note 2
7	Roll-Off – Construction & Demolition Debris		
	(10 cubic yard capacity)	\$ 94.98	\$ 249.69
	(20 cubic yard capacity)	94.98	249.69
	(30 cubic yard capacity)	94.98	249.69
	(40 cubic yard capacity)	94.98	249.69

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

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

*Recology Note: Minimum of 30 hauls per year required for the cardboard compactor. When campus is at full population, RSM anticipates 150% or more of the required minimum hauls. RSM would not recommend putting the compactor in place until students fully return to campus.

DocuSigned by:

 4441C41D80A26433...
 Signature

1/26/2021 | 9:52 AM PST
 Date

Chief Executive Officer
 Title

Salvatore M. Coniglio
 Print Name of Authorized Individual Signing Proposal

AMENDMENT

AGREEMENT NUMBER MA 120379	AM. NO. 1
CONTRACTOR IDENTIFICATION NUMBER	

THIS AGREEMENT AMENDMENT, made and entered into this 21st day of March, 2022 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 University and

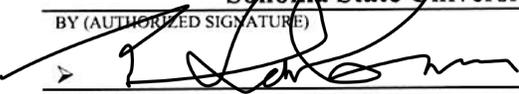
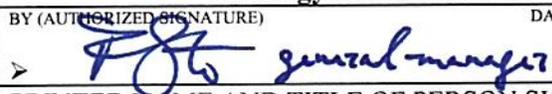
CONTRACTOR'S NAME
Recology Sonoma Marin, hereafter called Contractor,
 That Agreement Number MA 120379 dated March 4, 2021 shall be amended in the following particulars:

1. University contact is changed to:

Talmadge Savage, Custodial and Event Support Services Manager, at savaget@sonoma.edu
 Troy McArdle, Landscape Manager, at mcardlet@sonoma.edu
 Mark Utarid, Facilities Housing Operations and Fleet Manager, at utarid@sonoma.edu

EXCEPT AS AMENDED HEREIN, all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

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

UNIVERSITY		CONTRACTOR	
Sonoma State University		Recology Sonoma Marin	
BY (AUTHORIZED SIGNATURE)	DATE	BY (AUTHORIZED SIGNATURE)	DATE
	3/29/2022	 general manager	3/24/22
PRINTED NAME AND TITLE OF PERSON SIGNING		PRINTED NAME AND TITLE OF PERSON SIGNING	
Ming-Lan (Joy) Sun Manager of Contracts and Procurement		Fred Stemmler General Manager	
ADDRESS		ADDRESS	
1801 East Cotati Ave. Rohnert Park, CA 94928		3400 Standish Avenue Santa Rosa, CA 95407	