

AGREEMENT

AGREEMENT NUMBER
MA200229

AM. NO

THIS AGREEMENT, made and entered into this 4th day of December, 2020 in the State of California, by and between the Trustees of the California State University, which is the State of California acting in a higher education capacity, through its duly appointed and acting officer, hereinafter called the University, and Atlas Disposal Industries hereinafter called the Contractor; each entity being a Party

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

Contractor shall provide Solid Waste Services for the Sustainability Department, Facilities Management Department, Sustainability Department and University Housing Services at California State University, Sacramento, 6000 J Street, Sacramento, Ca 95819.

The term of service shall commence upon completion of a fully executed agreement and continue through December 31, 2025 with the option to renew two (2) additional one (1) year periods based on availability of funds, review of price schedules and satisfactory performance by the contractor.

Contractor shall accomplish the service in accordance with the following documents all of which by this reference are hereby made a part of this contract:

Exhibit "A": Statement of Work and Specifications of Service, consisting of sixteen (16) pages;
Exhibit "B": General Provision for Services Acquisitions, consisting of sixteen (16) pages;
Exhibit "C": Agreement pricing, consisting of six (6) page;
Exhibit "D": Insurance Requirements for Contractors, consisting of two (2) pages;
Exhibit "E": RFP response omitted and on file
Continued on page 2

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

TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY		CONTRACTOR			
UNIVERSITY California State University, Sacramento		CONTRACTOR Atlas Disposal Industries			
BY (AUTHORIZED SIGNATURE) Nicole R. Lack	DATE Digitally signed by Nicole R. Lack Date: 2020.12.09 14:23:37 -08'00'	BY (AUTHORIZED SIGNATURE) 	DATE 12-7-20		
PRINTED NAME OF PERSON SIGNING Nicole R. Lack, CPIM		PRINTED NAME OF PERSON SIGNING Dave Sikich			
TITLE Senior Director & Chief Procurement Officer		ADDRESS 3000 Power Inn Road, Sacramento, CA 95826			
AMOUNT OF CONTRACT \$1,000,000.00		PROGRAM/CATEGORY GENERAL			
		CHARTSTRING - 605090-MDS01-55000 & 608090-TDH0-71800			
AMOUNT OF INCREASE/DECREASE FOR THIS CONTRACT \$0		ITEM 6610-001-001	CHAPTER NA	STATUTE NA	FISCAL YEAR Various
TOTAL AMOUNT OF CONTRACT TO DATE \$1,000,000.00		OBJECT OF EXPENDITURE (CODE AND TITLE) Supplies and Services			
ORDERS \$250,000 OR MORE					
I HEREBY CERTIFY UNDER MY OWN PERSONAL KNOWLEDGE THAT BUDGETED FUNDS ARE AVAILABLE FOR THE PERIOD AND PURPOSE OF THE EXPENDITURE STATED ABOVE			T.B.A. NO		B.R. NO.
SIGNATURE OF BUDGET OFFICER or VP ADMINISTRATION & CFO			DATE		

Upon completion of the above to the satisfaction of the University, the University will reimburse Contractor, in arrears, upon presentation of an itemized invoice, in duplicate to the Accounts Payable Office at 6000 J Street, Sacramento, CA 95819-6004 or emailed to ABA-FINS-AP-TRAVEL@csus.edu.

The University will issue a purchase orders against this agreement. The University operates on a FISCAL YEAR that functions from July 1 – June 30 each year. A new purchase order will be issued each new fiscal year. The correct purchase order must be referenced on all invoices. The Contract number must be included on the invoice.

Total award amount under this contract shall not exceed ONE MILLION DOLLARS AND NO CENTS (\$1,000,000.00).

It is understood by both parties that when a contract is rendered, the contract may be terminated by either Party by giving a thirty (30) day notice to said other Party and the Contractor shall be entitled to payment for only the work provided to the effective date of termination.

Please contact, Timothy Davis, at (916) 278-7349, t.davis@csus.edu, for questions or information concerning this contract.

Background Check

Contractor acknowledges that Contractor's activities may involve heightened risks as a result of access or exposure by Contractor's employees or agents to one or more security sensitive environments. Contractor expressly acknowledges that Contractor shall take all commercially reasonable measures to mitigate any such risks, which measures shall include but are not limited to conducting criminal history checks, financial background checks when appropriate, and reference checks on all employees or agents who will be performing work at the University. Upon University request, Contractor shall certify in writing that it has complied with this provision and that all employees, agents, and subcontractors performing work hereunder have satisfactorily completed Contractor's background check.

- **Control and Conduct of Employees and Subcontractors** The University has adopted the policy of prohibition sexual or racial harassment of any kind on Campus. The Contractor shall control the conduct of its employees so as to prevent unwanted or inappropriate interaction by Contractor's or subcontractor employees with the University staff, visitors, students or pedestrians passing by or adjacent to the project. Employees of the Contractor, subcontractors, materials suppliers, etc shall treat the students, faculty, staff, and visitors of the University with respect and act in a professional manner at all times. Without limitation, unwanted or inappropriate interaction by Contractor's employees including whistling at or initiating conversation with passersby is prohibited. In the event that any contractor's employee initiates such unwanted or inappropriate interaction or utilizes profanity, or other inappropriate language, Contractor shall, upon request of Trustee' representative or on its own initiative, replace said employee with another of equivalent technical skill, at no additional cost to the Trustee.
- **Piggyback Clause** An Agreement exists between The Regents of the University of California (UC), The Trustees of the California State University (CSU), and The California Community College (CCC) systems establishing the California Higher Education Strategic Sourcing (CHESS) Consortium. Through a collaborative relationship, the Consortium seeks to combine procurement and contracting activities and efforts to obtain best value goods and services while reducing total acquisition costs. Accordingly, the agreement resulting from this solicitation shall recognize the participation of the 23 campuses of the Trustees of the California State University (CSU), The Regent of the University of California (UC), and The California Community College (CCC) systems with the following understandings:

The Supplier agrees to offer the product pricing and basic services to each university/college system under the terms of the resulting Agreement. Value added services will be subject to negotiation and mutual agreement between the Supplier and each system.

All contractual administration issues regarding the Agreement (e.g. terms and conditions, extensions, renewals, etc.) shall remain the responsibility of the system responsible for issuing the solicitation and agreement. Operational issues, fiduciary responsibility, payment issues, performance issues and liabilities, and disputes involving individual system campuses shall be addressed, administered, and resolved by each system campus.

The University of California (UC), The California State University, (CSU) and The California Community College (CCC) systems are separate and distinct governmental entities. As such, each administrative unit and campus therein is financially separate and shall be responsible for individual financial commitments. No fiduciary responsibility nor performance liability, unless otherwise expressed, exists between the University of California (UC), and California State University (CSU), or California Community College (CCC) systems and their respective campuses.

- Prevailing Wage Rate The Work under this Agreement must be performed in accordance with the requirements of Labor Code sections 1720 to 1815 which govern the payment of prevailing wage rates. The prevailing wage rates set forth are the minimum that must be paid by the Contractor on this Agreement. Nothing herein contained shall be construed as preventing the Contractor from paying more than the minimum rates set forth. No extra compensation whatsoever will be allowed by the Trustees due to the inability of the Contractor to hire labor at minimum rates, nor for the necessity for payment by the Contractor of subsistence, travel time, overtime, or other added compensations.
- Note: This only pertains to Retired Annuitants. Contractor shall note that if you are being employed under a direct contract with a CalPERS employer (California State University, Sacramento is a CalPERS employer) as an independent contractor, consultant or contract employee your employment is subject to retired annuitant restrictions. The value of contracts associated this CalPERS employers may not exceed 960 within a fiscal year. Under common-law principles you will be an "employee" of the CalPERS employer and subject to CalPERS restrictions.

In the event of any ambiguity, inconsistency, or conflict arising under this Agreement, the following order of precedence shall apply:

1. The provisions set forth in this Agreement for Service Acquisitions
2. The Statement of Work and Specifications of Service
3. RFP Proposal Response to Bid #B190012

STATEMENT OF WORK AND SPECIFICATIONS OF SERVICE

STATEMENT OF WORK

Sac State is situated on 300 acres along the American River Parkway and is home to a student body of approximately 30,000 students and over 3,500 faculty and staff. Sac State has approximately 70 single and multi-story buildings including on-campus student housing, serving more than 2,000 student-residents.

California State University, Sacramento (Sac State) is seeking a partnership with a waste hauler to provide an integrated waste management service that will help us meet our zero waste goals and reduce our overall environmental impact.

Sac State is requesting proposals from qualified waste haulers to include the hauling and disposal of solid waste as well as diversion from landfill to recycling and composting, including but not limited to: commingled recyclables, green waste, compostables, scrap metal, and construction and demolition debris. The disposal of shredding, universal, hazardous, and bio-hazardous waste is managed on separate contracts and will not be a part of this proposal. In accordance with the California State University Sustainability Policy, the Second Nature Carbon Commitment, and Sac State's zero waste goals ([click here for the goals](#)), the Contractor should actively participate in the University's move to zero waste by achieving a 90% reduction in materials sent to the landfill by 2030.

DEPARTMENTS INVOLVED

1. Facilities Management
 - a. Facilities Management handles all day-to-day operations for waste on campus as well as customer service needs.
2. Sustainability
 - a. The Sustainability Department will be the point of contact for billing, contract issues or concerns, and monthly reporting of tonnage.
3. Housing
 - a. University Housing Services handles billing and customer service needs for their specific area of campus as outlined in table 8.

GENERAL REQUIREMENTS

- 1) The Contractor agrees to pay a penalty for any missed pickup, if not the fault of any University action. Any missed pickup may result in Liquidated Damages, as per Table 12 Liquidated Damages.
- 2) If Contractor is unable to empty a bin because access to the bin is blocked, they will notify Facilities Management Customer Service at (916) 278-6242 that same business day. Failure to notify the University of a blocked bin may result in Liquidated Damages.
- 3) All solid waste removed from campus shall be sent to a properly permitted disposal facility in accordance with all federal, state, and local waste laws. Failure to do so may result in Liquidated Damages.
- 4) All commingled recyclables collected shall be diverted from the landfill and sent to a properly permitted recycling broker or recycling mill in accordance with all federal, state, and local recycling laws. Failure to do so may result in Liquidated Damages.

- 5) All green waste and compostables removed from campus shall be diverted from the landfill to a properly permitted composting facility in accordance with all federal, state, and local organics laws. Failure to do so may result in Liquidated Damages.
- 6) All scrap metal collected for recycling shall be diverted from the landfill and sent to a properly permitted recycling facility in accordance with all federal, state, and local recycling laws. Failure to do so may result in Liquidated Damages.
- 7) All construction and demolition debris collected for recycling shall be diverted from the landfill and sent to a properly permitted facility that is permitted to process this material in accordance with all federal, state, and local recycling Laws. Failure to do so may result in Liquidated Damages.
- 8) Any damage to University property caused as a result of this Agreement shall be reported to Facilities Management within 24 hours of the incident. Facilities Management will assess the damages and manage the repair process to the satisfaction of California State University, Sacramento with the Contractor bearing all costs of such repairs.
- 9) Budget Centers - This Agreement contains service requirements for two different budget centers (Departments) on campus: Sac State Sustainability and University Housing Services Department. The Contractor will be required to bill each budget center **separately** for services provided to that budget center.
- 10) Separate invoices shall be sent electronically to (ABA-FIN-ap-travel@saclink.csus.edu), with appropriate parties copied on each invoice.
 - a. Sac State Sustainability email address: sustainability@csus.edu
 - b. University Housing Services Department email address: angela.wiere@csus.edu.

In addition, invoices can be mailed to:
CSUS Accts Payable
6000 J Street, Modoc Hall Suite 3005,
Sacramento, CA 95819-2605
- 11) The Contractor shall be responsible to record each and every time a container is tipped, and its weight recorded via an onboard scale mechanism. This information shall be recorded in an excel spreadsheet and emailed to the Sac State Sustainability team each month (example: table 11) at sustainability@csus.edu.
- 12) The Contractor shall provide Sac State with a list of all recycling mills, recycling brokers, and composting facilities that handle each of the different recycled and compostable materials (streams). The list is to be kept current with contact information and locations. Sac State Sustainability reserves the right to audit the process and ensure that the service is functioning and operating as defined in the scope of work. This information shall be recorded in an excel spreadsheet and emailed to the Sac State Sustainability team at sustainability@csus.edu **no later than the 5th of each month.**
- 13) The Contractor shall assign a sustainability liaison to work with the Sac State Sustainability team to ensure that University's zero waste goals are achieved.
- 14) Service Provider agrees to allow Sacramento State Auxiliaries to contract separately for the services specified in this contract according to the same pricing and specifications of the Agreement awarded to Service Provider as a result of this contract; effective for the duration of said Agreement term and any extensions thereof. Should the auxiliary want to utilize the services, the service provider shall provide insurance and any additional insured documentation to the auxiliary that is requested. All terms and conditions will be applicable.
- 15) The pricing structure is to be reviewed any time the level of service is changed.

- 16) Contractor will haul leaves from the 2 cubic yard bins they drop on campus during leaf season out to the BAC Yard to be composted instead of being hauled off campus.

Definitions and Acronyms: (for the purposes of this bid specifications)

- 1) "Business day" shall refer to days that the Sacramento State campus is open, Monday through Friday, excluding holidays and unexpected campus closures, which will be coordinated with the appropriate department. Campus is closed on the week between Christmas Day and New Year's Day, and service will not be required.
- 2) "Recycling mill" shall consist of any paper mill that uses post-consumer recyclables as a feedstock to manufacture new paper products.
- 3) "Recycling broker" shall consist of any business that purchases, aggregates, and/or processes recyclables from various businesses or agencies for eventual sale to a recycling mill.
- 4) "Outthrows" refers to incidental materials similar to the recyclable material being collected, but which are manufactured or treated in such a way as to be unsuitable for the specific grade of material being collected.
- 5) "Prohibitive materials" refers to incidental materials dissimilar to the recyclable material being collected, which by their presence in excessive quantities makes the material collected unsuitable for recycling as the grade specified and which may be harmful to equipment in the recycling process make the material collected unsuitable for recycling.
- 6) "Zero waste" is maximizing diversion from landfills to composting and recycling facilities, with the goal of 90% diversion from landfill.
- 7) "Green waste" shall consist of a variety of organic landscaping wastes, including but not limited to grass clipping, leaves, trimmings, brush, and tree trimmings. All individual pieces will be less than 3 feet in length and less than 2 feet in diameter or of a size acceptable to the composting facility.
- 8) "Wood waste" shall consist primarily of broken pallets and clean, painted scraps of dimensional lumber, old wood furniture, and laminated particle board.
- 9) "Construction and demolition debris consist of but is not limited to:
 - a. "Asphalt" shall consist of clean asphalt. Shall contain no more than 5% total contaminants by weight, including less than 5% concrete or dirt, less than 2% organic matter and less than 1.5% brick or other materials. Loads of asphalt may be "down-graded" to mixed-inerts if concrete exceeds 5% of total load.
 - b. "Concrete" shall consist of clean concrete. Shall contain no more than 5% total contaminants by weight, including less than 5% asphalt or dirt, less than 2% organic matter, less than 2% steel and less than 1% brick or other materials. Loads of concrete may be "down-graded" to mixed-inerts if asphalt exceeds 5% of total load.
 - c. "Mixed inert" shall consist of a mix of asphalt and concrete. Shall contain less than 5% total contaminants by weight dirt, including less than 5% dirt, less than 2% organic matter, less than 2% steel and less than 1% brick or other materials.

- 10) "Dirt" shall consist of a mix of soils, free of boulders. Shall contain less than 5% total contaminants by weight, including less than 5% organic matter and less than 1% other materials.
- 11) "Commingled Recyclables" includes the components of Cardboard, Mixed Paper, Mixed Office Paper, CRV containers, books, and recyclable plastics.
- 12) "Scrap Metal" shall consist of a mix of primarily ferrous metals, light & heavy steel and iron, with some incidental non-ferrous metals included. This metal is primarily residual metallic waste from scrap furniture and other metallic waste generated in the Facilities Management operation.
- 13) "Compostables" shall consist of all organic materials that can be diverted from landfill via compostable streams, to exclude, for the purposes of this contract, Green Waste. Examples of compostable materials include, but are not limited to, food scraps, compostable service ware, and paper towels.
- 14) "Bulky Trash" shall consist of all items that do not fit into any previous category, including items such as mattresses and any items contaminated to such a degree as to exclude them from all other categories, and excluding all materials that are considered Hazardous Waste that are otherwise diverted.

Service Requirements and Per-Ton Recycling/Disposal Fees

Per-Ton recycling/disposal fees for each material:

1. Pricing for this Agreement is based on the weight (by tons) of materials removed from the University and by service charges/tipping fees as noted in Exhibit C
 - a. The cost per bin, if any, to rent the bins shall be included in cost of handling service.
 - b. The cost, per tip, to empty the bins.
 - i. Monthly invoices for each budget center shall include a separate line detailing the cost per bin for each type of bin emptied, the size of bin being determined by Facilities Management (e.g. a separate line for 4 & 6 yard containers vs. roll-off containers vs. compactors).
 - ii. Monthly invoices for each budget center shall include a separate line detailing the cost-per-bin for each type of material emptied (e.g. a separate line for trash bins vs. green waste bins vs. paper recycling bins vs. commingled recycling bins vs. composting bins).
 - c. The cost, per ton, for the waste dumped from these bins, compactors, roll-off boxes, and trailers.
 - i. The cost must be verified by the submission of the weight tags from the disposal or transfer facility, submitted with the monthly invoice for each budget center.
 - ii. Weight tags from the disposal or transfer facilities must indicate the specific material weighed (e.g. trash, green waste, concrete, etc.).
 - iii. Monthly invoices for each budget center shall include a separate line detailing the cost-per-ton based on the type of bin emptied (e.g. a separate line for the cost/ton of materials in 3 to 6 yard containers vs. materials in roll-off containers vs. materials in compactors).
 - iv. Monthly invoices for each budget center shall include a separate line detailing the cost-per-ton for each type of material emptied (e.g. a separate line for trash vs. green waste vs. paper recycling, etc.)

Table 1 indicates the various types of bins that may need to be rented from and/or emptied by the Contractor. However, regardless of how the materials are picked up, the per-ton price will be consistent by material.

SERVICE REQUIREMENTS

For containers at buildings managed by Facilities Management

- 1) The Contractor agrees to furnish and place metal containers at each of the areas in the "List of Dumpsters and Compactors" as directed by a representative of the University's.
 - a. All containers of less than six-yard capacity shall be mounted on four swivel wheels and be equipped with two handles, one on each side, for moving the containers. Containers of six-yard capacity or larger, shall be equipped with lockable lock-bars and able to be moved easily with a forklift.
 - b. All containers shall be clearly labeled on all four sides with the appropriate material stream in at least 4" high lettering using a labeling method that uses weatherproof exterior decals.
 - c. Containers shall be in good repair, fully operable, free of dents, painted, and well maintained.
 - d. Bins shall be cleaned at least once a semester and/or upon request if necessary. Spring cleaning can be done between July and August and Fall cleaning can be done between December and January.
 - e. All containers shall have a metal body painted blue for commingled recyclables, green for compostables or green waste, and black for solid waste (colors to be pre-approved by the Sac State Sustainability team).
 - f. All containers designated for commingled recyclables shall have the Universal Recycling Symbol at least 10" high and display a label listing acceptable materials via a weatherproof exterior labeling method with lettering on all four sides. These decals shall be replaced or updated by the Contractor as the acceptance of new materials is updated in the service.
 - g. Any deviations from the physical makeup of the containers will require the written approval from the University.
- 2) During course of Contract, any containers deemed unacceptable by Sacramento State Facilities Management Department shall be replaced or repaired with the Contractor bearing all costs of such repairs. Requested repairs or replacements must be completed within five (5) business days.
- 3) The University reserves the right to change the location, size, quantity, or nature (e.g. trash or commingled recycling) of any container at any time by sending written notice to the Contractor. The Contractor agrees to implement these changes within three (3) business days.
- 4) Contractor shall remove and haul away material from each container designated for various streams, replace the containers properly, close the lids tightly, and ensure that the area around the containers is clean. Any debris that falls on the ground as a result of the dumping process shall be picked up prior to departure.
- 5) The following is the typical weekly pick up schedule:
 - a. During the regular semester, bins will be serviced 2x a week minimum and during the summer/winter terms, bins will be serviced 1x a week minimum.
 - b. During the Fall and Spring Semesters, collection days shall be Tuesday and Friday. There are three (3) locations on campus that are currently serviced three times (3x) a week on Monday, Wednesday, and Friday. These locations are Brighton Hall, Alpine Hall, and Mendocino Hall. The Broad Athletic

Facility will be serviced Monday/Wednesday/Friday during the Fall Semester, and Tuesday/Friday during the Spring Semester.

- c. For approximately 8 weeks during the summer, from mid-June through mid-August, collection will be reduced to Wednesday only.
 - d. No service will be needed on campus during the week-long winter holiday break between Christmas and New Year's.
 - e. For approximately 2 weeks during the January break, from January 1st through mid-January, collection days will be reduced to Wednesday only.
 - f. The University will notify the Contractor of exact dates of collection schedule changes at least 5 business days prior to the date the change takes effect.
- 6) The commingled recyclable bins should be emptied once (1x) per week. The objective is to reduce the frequency of emptying trash bins and to increase the frequency of emptying commingled bins.
- a. During all Semesters collection will be done on Wednesday.
 - b. No service will be needed on campus during the week-long winter holiday break between Christmas and New Year's.
 - c. The University will notify the Contractor of exact dates of collection schedule changes at least 5 business days prior to the date the change takes effect.
- 7) The University submits the above schedules as guidelines for service. The University reserves the right to alter frequencies, collection days, and bin quantities depending on fluctuations in trash and recyclable loads on campus due to any reason.
- 8) Roll-off bins will be emptied only when requested.
- 9) All bins serviced shall be weighed independently by a scale mechanism onboard the Contractor's service vehicle. This weight shall be recorded with proper labeling and indicators and submitted to Sac State Sustainability at the email stated above. Contractor shall submit proof of calibration of scale mechanism at least once per six months' period.
- 10) The number of bins on campus is listed in Tables 2B and 2C. These numbers are subject to change depending on campus waste and recyclable loads.
- 11) **SERVICE ON THE MAIN CAMPUS MUST BE PROVIDED BEFORE 6:00 AM. NO EXCEPTIONS**

Table 2B
Commingled recyclables emptied once/week. Trash emptied twice/week

Dumpsters on Main Campus	# Commingled Recycling Dumpsters	Capacity of commingled dumpsters (cubic yards)	Total capacity of commingled dumpsters (cubic yards)	# TRASH dumpsters	Capacity of Trash dumpsters (cubic yards)	Total capacity of trash dumpsters (cubic yards)
Alpine				2	4	8
Alumni Center	1	4	4	1	4	4
Amador	1	4	4	1	4	4
Arboretum	2	4 Green Waste				
Art Sculpture Lab	1	4	4	1	4	4
Athletic Center (form. Student health)	1	4	4	1	4	4
Brighton	1	4	4	1	4	4
Capistrano	1	4	4	2	4	8
Facilities Management	3	4	12	1	4	4
Broad Field House (athletics)	1	4	4	1	4	4
Kadema/Lassen	2	4	8	4	4	16
Library (long term temp.)				1	2	2
Mariposa	1	4	4	2	3	6
Mendocino	1	6	6	1	8	8
Public Safety (inside fence)	1	4	4	1	4	4
Receiving/Mail/Reprographics	1	4	4	1	4	4
Riverside Engineering	1	4	4	2	4	8
Sacramento	1	4	4	2	4	8
Shasta Hall	1	3	3	2	3	6
Sequoia	1	8	8	3	4	12
Tahoe Hall	1	4	4	3	3	9
Tschannen Science Complex	2	4	8	1	4	4
TOTALS for Main Campus.	23		97	34		131
Totals for Main Campus Green Waste Dumpster Bins	2		8			

Table 2C
Facilities Management compactors emptied on-call

Compactors on Main Campus	# Cardboard & Mixed Paper Recycling Compactors	Capacity of commingled compactors (cubic yards)	Total capacity of commingled compactors (cubic yards)	# TRASH compactors	Capacity of Trash compactors (cubic yards)	Total capacity of trash compactors (cubic yards)
Library	1	25	25	1	25	25
Totals emptied on-demand	1		25	1		25

SERVICE REQUIREMENTS

For trash trailers in Facilities Management (University-owned 5 cubic yard trailers)

1. The University owns five (5) ORANGE COLORED five cubic yard trailers which are used to collect trash on campus. Once full, the Sacramento State Recycling Crew brings these trailers back to a central consolidation area within the Facilities Management yard. The Contractor shall empty these trailers from this central consolidation area.
2. Every weekday, Monday through Friday, the Contractor shall tip containers more than half full and haul away trash from each trailer and replace the trailers properly.
3. **Service must be provided before 6:00 AM. NO EXCEPTIONS for routine service.**
4. If the University requests a special pickup of an orange trash trailer, the Contractor will make every effort to empty that trailer the same business day and will ensure that it is emptied by the end of the next business day.
5. During periods where the trash generation on campus is low and the green waste generation on campus is high, the University may convert one or more of these orange trailers for use as a green waste collection trailer. If this occurs, these orange trailers full of green waste shall be placed in the consolidation area for green waste with the other green waste trailers. The Contractor shall empty green waste from these "converted" orange trailers under the same terms and conditions as all other green waste pickups.
- 12) All bins serviced shall be weighed independently by a scale mechanism onboard the Contractor's service vehicle. This weight shall be recorded with proper labeling and indicators and submitted to Sac State Sustainability. Contractor shall submit proof of calibration of scale mechanism at least once per six months' period.

SERVICE REQUIREMENTS

For Green Waste trailers at Facilities Management

- 1) The University has six (6) GREEN COLORED five cubic yard trailers which are used to collect green waste on campus. Once full, the Sacramento State grounds crew brings these trailers back to a central consolidation area within the Facilities Management yard. The Contractor shall empty these trailers from this central consolidation area.
- 2) **Service must be provided before 6:00 AM. NO EXCEPTIONS.**
- 3) During periods of high green waste generation on campus, the University may convert additional orange trash trailers, for use as green waste collection trailers. If this occurs, these orange trailers full of green waste shall be placed in the central consolidation area with the other green waste trailers. The Contractor shall empty green waste from these "converted" orange trailers under the same terms and conditions as all other green waste pickups.
- 4) All bins serviced shall be weighed independently by a scale mechanism onboard the Contractor's service vehicle. This weight shall be recorded with proper labeling and indicators and submitted to Sac State Sustainability.
- 5) All green waste must be diverted from the landfill to a properly permitted green waste composting facility in accordance with all Federal, State and Local Laws.

Note: Green Waste from University Housing Services Area:

- University Housing Services staff will accumulate green waste in a University-owned, 5-yard trailer.

- If the container needs to be tipped, University Housing staff will tow this trailer over to the Facilities Management yard and place this green waste trailer with the other Green Waste trailers from Facilities Management.
- The Contractor will separate and clearly indicate the University Housing Services pickup charge for this trailer and the prescribed tonnage of this green waste on billing invoices. The tonnage will be charged at a rate of 6% of the total monthly green waste bill based on the acreage of space at the Residence Halls compared to the total campus acreage.

SERVICE REQUIREMENTS
For Roll-Off Service for Facilities Management

- 1) The Contractor agrees to furnish and place a 40 cubic yard roll-off container for use in the pit area of the Facilities Management yard. This roll-off container in "the pit" will be used primarily for green waste.
- 2) In addition, the Contractor agrees to furnish and place a 20 cubic yard roll-off container near the pit area of the Facilities Management yard. This roll-off container will be used primarily for trash. This roll-off container will have a load height of no more than 48 inches.
- 3) The Contractor agrees to furnish a 10 cubic yard roll-off container in the designated space of the Facilities Management yard for concrete/asphalt/mixed inerts. Based upon the debris deposited in this container, the Contractor will route this bin to the proper disposal facility and indicate the proper type and tonnage on the invoice. This roll-off container will have a load height of no more than 48 inches.
- 4) During the course of this contract, the University may decide to switch the green waste and trash roll-offs (i.e. to use the 40-yard roll-off in the pit for trash and use the 20-yard roll-off near the pit for green waste). If that decision is made, the University will notify the Contractor in writing. The Contractor will then make that switch the next time those roll-off containers are hauled.
- 5) Periodically, the University may request one or more additional roll-off containers, of various sizes, for materials other than green waste or trash. These materials include, but may not be limited to: scrap metal, concrete & asphalt, pallets, green/wood waste, dirt, or commingled recyclables.
- 6) Periodically, Facilities Management staff may request a temporary roll-off container in a location on campus other than the Facilities Management yard.
 - a. The material placed in this roll-off will vary depending on the situation, but will likely be either trash, scrap metal, asphalt & concrete, dirt or green/wood waste.
 - b. Any such location will have sufficient access for a roll-off truck and sufficient space to temporarily site a roll-off container.
 - c. When necessary, arrangements can be made for a Facilities Management staff member to meet with the Contractor to look at the site prior to the Contractor delivering a roll-off container.
 - d. These bins shall be billed with a name indicating the event or location. This name will be agreed upon at the time of request for delivery of said bin.
- 7) When a roll-off on campus is full and a pickup is needed, a representative of Sacramento State Facilities Management department will contact the Contractor to pick up the roll-off, empty the contents at the applicable disposal/recycling/composting facility and, unless otherwise requested, return an empty roll-off to the University.
 - a. If contacted before 4:00 PM, the Contractor will provide this pick up and return service no later than 4:00 PM of the following business day.

- b. If contacted after 4:00 PM, the Contractor will provide this pick-up and return service no later than 4pm of the second business day after being contacted. For example, if contacted at 5:30 PM on Tuesday, the Contractor would have until 4:00 PM on Thursday to provide this pick up and return service.
- 8) All roll-off containers shall be in good repair and fully operable, free of dents, and recently painted.
- 9) During course of Agreement, any roll-off container deemed unacceptable by Sacramento State Facilities Management Department must be replaced or repaired with the Contractor bearing all costs of such repairs.
- 10) Specifications for materials which might be hauled by roll-off are as follows.

SERVICE REQUIREMENTS

Trash collection in the University Housing Services Department

- 1) The Contractor agrees to furnish and place metal containers for trash collection at each of the following residence halls as directed by a representative of the University.

Table 6

University Housing Services Department container schedule

Location	# of containers	Capacity in cubic yards
Sierra Hall	1	4
Sutter Hall	1	4
Draper Hall	1	4
Jenkins Hall	2	4
Desmond Hall	2	4
AMC (North)	2	4
AMC (South)	2	3
Riverview	2	4
Riverview	2	4

- 2) The metal containers for trash will have the following features.
 - a. All containers of less than six-yard capacity shall be mounted on four swivel wheels and be equipped with two handles, one on each side, for moving the containers.
 - b. For containers of six-yard capacity, if it is not feasible to place swivel wheels on these containers, they shall be equipped with lockable lock-bars and able to be moved easily with a forklift.
 - c. Trash containers shall have a metal body painted medium brown (color to be pre-approved by the University) and must be furnished with a black plastic lid. These lids must be tight fitting around the full perimeter of the container when closed.
 - d. All containers designated for trash shall be labeled "TRASH ONLY" in at least 4" high lettering. All four sides of container must be labeled. Contractor to provide sample picture of the trash bin for committee to review.
 - e. Containers shall be in good repair, and fully operable, free of dents, and newly painted.
 - f. Any deviations from the physical makeup of the containers will require the written approval of the University Housing Services Department or Facilities Management Department.

- g. Bins need to be cleaned at a minimum of once a semester. Cleaning schedule to be coordinated between the Contractor and University Housing Services Custodial Grounds Supervisor.

3) Service will be provided between the hours of 9:00 AM and 11:00 AM only. NO EXCEPTIONS.

- 4) According to the following schedule, the Contractor shall remove and haul away trash from each container designated for trash, replace the containers properly, and ensure that the area around the containers is clean and sanitary.
- 5) Generally, the University expects trash bins to be emptied for American River Courtyard also known as AMC and Riverview four times per week during the school semester and Traditional Halls (Desmond, Jenkins, Draper, Sierra and Sutter Halls) trash bins to be emptied three times per week.
 - a. During the Fall and Spring Semesters, collection days shall be Monday, Tuesday, Thursday and Friday for AMC and Riverview Hall, and for Traditional Halls trash collection days shall be Monday, Tuesday and Friday.
 - b. For approximately 8 weeks during the summer, from mid-June through mid-August, collection will be reduced to Wednesday only.
 - c. No service will be needed on campus during the week-long winter holiday break between Christmas and New Year.
 - d. For approximately 2 weeks during the January break, from January 1st through mid-January, collection days will be reduced to Wednesday only.
 - e. The University will notify the Contractor of exact dates of collection schedule changes at least 5 business days prior to the date the change takes effect.
 - f. When servicing bins, they shall be replaced in the exact location as specified by University Housing Services staff via agreement or as physically indicated at the location.
- 6) The University submits the above schedules as guidelines for service. The University reserves the right to alter frequencies, collection days, and bin quantities depending on fluctuations in trash and recyclable loads on campus.
- 7) All bins serviced shall be weighed independently by a scale mechanism onboard the Contractor's service vehicle. This weight shall be recorded with proper labeling and indicators and submitted with monthly billing to Facilities Management.
- 8) Fall Semester Move-In Event Schedule: Additional trash pickups will be required at the beginning of each fall semester when students move in. This includes the period starting mid to late August. A daily trash pickup may be required during this period. A Saturday pickup may also be required during this period. An exact schedule of required pickups will be provided by the University at least 5 business days prior to the Move-In Event.
- 9) End-of-the-semester cleanup schedule: Additional trash pickups will be required at the end of each semester when students move out. This includes a period starting in the middle of December (before the Christmas Holiday), which is the end of the Fall Semester and a period at the end of May, which is the end of the Spring Semester. A daily trash pickup may be required during these periods. A Saturday pickup may also be required during these periods. An exact schedule of required pickups will be provided by the University at least 5 business days prior to the end of each semester.
- 10) Any scheduling conflicts or problems with the service area should be immediately reported to the Housing and Residential Life Facilities Maintenance Department.

- 11) There may be times when the Residence Halls require roll-off service for a special cleanup of trash or other wastes. If this occurs, the Contractor shall provide roll-off service to the Residence Halls at the same costs and terms that the Contractor is providing to Facilities Management.

Commingled recyclable collection for University Housing Services Residence Halls

- 1) The Contractor agrees to furnish and place metal containers for collection of commingled recyclable paper & cardboard at each of the following residence halls as directed by a representative of the University.

Table 8
Residence Halls container schedule

Location	# of containers	Capacity in cubic yards
Sierra Hall	1	4
Sutter Hall	1	4
Draper Hall	1	4
Jenkins Hall	1	4
Desmond Hall	1	4
AMC (North)	2	4
AMC (South)	2	3
Riverview	2	4

- 2) The metal containers for commingled recyclables will have the following features:
- All containers of less than six-yard capacity shall be mounted on four swivel wheels and be equipped with two handles, one on each side, for moving the containers.
 - For containers of six-yard capacity, if it is not feasible to place swivel wheels on these containers, they shall be equipped with lockable lock-bars and able to be moved easily with a forklift.
 - Containers shall be in good repair, and fully operable, free of dents, and newly painted.
 - All containers designated for commingled recyclables shall have a metal body painted medium green (color to be pre-approved by the University). These lids must be tight fitting around the full perimeter of the container when closed.
 - All containers designated for commingled recyclables shall have the Universal Recycling Symbol at least 10" high on all four sides of each bin, and display a label listing acceptable materials on all four sides. Vendor should be prepared to provide sample picture of recycle label listing acceptable material for committee to review.

Any deviations from the physical makeup of the containers will require the written approval from a designated staff member from University Housing Services.

- 3) **Service will be provided between the hours of 9:00 AM and 11:00 AM only. NO EXCEPTIONS.**
- 4) At least twice (2x) per week (unless otherwise indicated), the Contractor shall remove and haul away commingled recyclables, replace the containers properly, close the lids.
- 5) Ensure that the area around the containers is clean and sanitary.
- 6) Generally, the commingled recyclable bins are emptied twice (2x) per week during the school semester.

- a) During the Fall and Spring Semesters collection will be done on Monday and Wednesday.
 - b) For approximately 8 weeks during the summer, from mid-June through mid-August, collection will be reduced to every other Thursday.
 - c) No service will be needed on campus during the week-long winter holiday break between Christmas and New Year's.
 - d) For approximately 2 weeks during the January break, from January 1st through mid-January, collection will be reduced to every other Thursday.
 - e) The University will notify the Contractor of exact dates of collection schedule changes at least 5 business days prior to the date the change takes effect.
 - f) When servicing bins, they shall be replaced in the exact location as specified by a University Housing Services staff via agreement or as physically indicated at the location.
- 7) The University submits the above schedules as guidelines for service. The University reserves the right to alter frequencies, collection days, and bin quantities depending on fluctuations in trash and recyclable loads on campus.
 - 8) All bins serviced shall be weighed independently by a scale mechanism onboard the Contractor's service vehicle. This weight shall be recorded with proper labeling and indicators and submitted with monthly billing to Facilities Management.
 - 9) During the course of the Agreement, any containers deemed unacceptable by the University Housing Custodial and Grounds Supervisor must be replaced or repaired, with the Contractor bearing all costs of such repairs.
 - 10) Any scheduling conflicts or problems with the service area should be immediately reported to the University Housing Services.

The Contractor will provide certified weight tickets by email to a designated University Housing Services staff member each billing cycle.

Compost Program for University Housing Services Residence Halls

The University Housing Services Department currently does not have a composting program set up for residence and is looking for the Contractor to provide information and/or a recommendation/plan to rollout a compost program for the residence halls. A site visit may be necessary to prepare, plan and discuss options for a compost program.

Educational Materials

Each August, new residents move into the residence halls from around the country and internationally. It is important that we provide them with educational materials on what is considered trash, recyclable and compostable. In addition, we also need to provide information on how to properly dispose of materials. The Contractor should include samples of educational materials for the committee to review.

Emergency Waste Removal

- 1) In the event of a campus emergency, including, but not limited to earthquake, fire, flood, hurricane, tornado, train derailment, or act of terrorism, the University may have needs for the emergency removal of waste. To that end:
 - a. The Contractor shall maintain an excess inventory of at least 10 roll-off boxes, as part of their normal inventory, which can be made available to the University in the event of a campus emergency.

- b. The Contractor shall provide the University with an emergency contact number, which can be used to request service outside regular business hours (such as on a weekend or in the evening).
 - c. The Contractor shall provide pickup and disposal services for the University during a campus emergency.
 - d. The Contractor shall provide special pricing, if necessary, for the emergency delivery and/or servicing of containers, primarily roll-off container, upon request.
- 2) In the event of a campus emergency, the University will notify the Contractor about the need for emergency service. Service will be provided according to the pricing schedule below:

Billing Requirements

- 1) For the purposes of billing, all regularly serviced bins shall be billed in such a manner as to indicate the type of bin (i.e. trash, green waste, recyclable, etc.), the size of bin (i.e. 4-yd, 20-yd, etc.), the frequency of pickup for the month, and the total tonnages per service pickup.
- 2) The billing per location shall be easily identifiable as number of services times weight of materials collected, dependent upon the type of materials collected.

Table 11 Example of Billing

<u>Date</u>	<u>Billing Entity</u>	<u>Bin Location</u>	<u>Bin Type</u>	<u>Material Type</u>	<u>Bill Ticket #</u>	<u>Weight (lbs)</u>	<u>Cost</u>	
3/1/20	Sustainability	Library	40 yard Roll off	Green Waste	292617512	185	\$109	
3/1/20	Sustainability	FM Yard	10 yard dumpster	Trash	2121231231	890	\$345	
3/1/20	Housing	Riverview Hall	10 yard dumpster	Compost	86747578	250	\$150	
3/2/20	UEI	Union	20 yard Roll off	Green Waste	292617512	185	\$109	
3/2/20	Sustainability	FM Yard	10 yard dumpster	Trash	2121231231	890	\$345	
Total Pounds						2400 lbs		
Total Tons						1.2 tons		
Rate per Ton								
Total Cost								
							\$1,058	

- 1) In order to comply with all local, state, and federal waste goals and to achieve Zero Waste (90% diversion from landfill) by 2030, the Contractor shall assist University in efforts to divert waste from landfill through innovative composting and recycling strategies.
- 2) The Contractor shall assign a Sustainability Liaison to collaboratively work with the Sac State Sustainability team to ensure that University's zero waste goals are achieved.

- 3) Contractor shall provide information and/or a recommendation/plan to rollout a campus-wide compost program, including all residence halls. A site visit may be necessary to prepare, plan, and discuss options for a composting program.
- 4) The Contractor shall provide educational materials and signage for students, faculty, and staff in regard to recycling, composting, and waste. For example, providing posters or graphics indicating the importance of recycling and composting.
- 5) The Contractor shall provide a list of their internal organization's sustainability goals and initiatives.
- 6) The Contractor shall participate in large campus sustainability events such as Sac State's annual Earth Day event, to support the sustainable efforts of the University and provide materials relating to recycling, composting, and waste.
- 7) The Contractor shall provide the distances their service vehicles must commute to and from the University, to and from weigh stations, and to and from sorting facilities and landfill. Additionally, the Contractor shall indicate a general amount of fuel consumed by said vehicles servicing this account.
- 8) The Contractor shall provide reporting of their greenhouse emissions measurements and organizational strategies for emissions reductions.
- 9) A waste audit will be performed twice annually by Contractor to identify materials that are not currently being diverted from the landfill and provide the University's with a detailed report of landfill items that can be targeted for source reduction.

Legislation and Goals

Contractor shall keep up with and adhere to all current and future local, state, and federal laws and regulations regarding all areas of waste. In addition, the Contractor shall strive to meet University and local zero waste goals. The following are examples of current regulations, mandates, and goals:

1. Assembly Bill 1826 – Mandatory Commercial Organics Recycling
2. University of California, Sacramento 2030 Zero Waste goal
3. City of Sacramento 2040 Zero Waste goal
4. Mayor's Commission on Climate Change goal of 50% reduction in food waste by 2025 and 75% reduction by 2030

Liquidated Damages

- 1) The Contractor acknowledges and agrees that quality, courteous, consistent, reliable collection, processing, and disposal services are of the utmost importance to the University. Upon the execution of the contract, the University is relying upon the Contractor's representations that the quality, courtesy, consistency and reliability of the Contractor's services will meet the University's expectations.
- 2) The University and Contractor agree that it is impractical to reasonably ascertain the extent of damages that are incurred by the University as a result of certain breaches by the Contractor of the quality, courtesy, consistency, and reliability of the Contractor's services and obligations under the contract.
- 3) Such breaches cause substantial damages to members of the University community who are denied the expected quantity, quality, courtesy or frequency of services. Such breaches also cause inconvenience, anxiety, and frustration to members of the University community, for whom the contract exists, and who are deprived of the expected quantity, quality, courtesy or frequency of services.

- 4) The ability to address future, or on-going problems and not to rectify and remedy past breaches; in the event that the Contractor fails to perform services in a manner consistent with the University's expectation of quality, courtesy, consistency and reliability, the Contractor agrees to pay "liquidated damage" penalties to the University in accordance with the chart below. Such liquidated damage penalties shall be deducted from any monies due to the Contractor or which may become due to the Contractor by the University.