

State Agency
State Agency Address
State Agency Phone
State Agency FAX

Date

Invitation for Bid No.: IFB-

Notice to Prospective Bidders

The State Agency is soliciting bids to procure Waste Disposal and Food Waste and Organic Recycling and Collection Services. The contract will be in effect on Date and the contract price shall not exceed \$ per year. You are invited to review and respond to this Invitation for Bid (IFB), titled IFB- Waste Disposal, Food Waste and Organic Recycling Collection Services. The contract will be let for two years with an additional (1) one year renewal option exercised at the sole discretion of the State Agency. This IFB is advertised on the Cal eProcure Website and posted at:

<https://caleprocure.ca.gov>

In submitting your bid, you must comply with all instructions herein. Note that all agreements entered into with the State of California will include by reference General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site:

<http://www.documents.dgs.ca.gov/ols/GTC-610.doc>

If you do not have internet access, have any questions or require clarification for the information contained herein, please contact Name at () - or @email.

Please note that no *verbal* information given will be binding upon the State, unless such information is issued in writing as an official addendum.

There may be periodic updates. It is incumbent on each bidder to continue to check the contract website, <https://caleprocure.ca.gov> for additional information.

Name
Title
() - ,Phone, email@

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****Please continue to check <https://caleprocure.ca.gov> for contract information.**

I. PURPOSE AND OVERVIEW OF SERVICES

The purpose of this Invitation for Bid (IFB) is to elicit bids from qualified Bidders to provide the [State Agency] with Waste Disposal, Food Waste and Organic Recycling Collection Services. The Contract is for two years with an additional one year option. Options shall be exercised at the [State Agency]'s Contract Manager's sole discretion. The contract shall commence [Date] and the contract price shall not exceed \$ [] per year. Service must be performed on the start date.

The [State Agency] is interested in receiving bid information on Waste Disposal, Food Waste and Organic Recycling Collection Services listed in Exhibit A, under Scope of Work.

II. BIDDER MINIMUM QUALIFICATIONS AND INSTRUCTIONS

- 1) **Solid Waste Permit** – No bid will be entertained from a person, firm, or corporation who is not in compliance with the Local jurisdiction's minimum standards and requirements for solid waste hauling and disposal and on the local jurisdictions's website as an approved solid waste hauler for commercial businesses. Bidder shall obtain, pay and maintain, in good standing, all the necessary licenses and permits to accomplish the service. Bidders will be considered non-responsive unless proper permit requirements are met. An invalid permit will result in rejection of the bid.
- 2) Minimum three consecutive years of experience by the company, performing Waste and Recycling Collection Services, including organic waste, in the State of California. See Attachment 8 for details. Contractor shall complete Attachment 8; clients listed on this attachment may be contacted for information verification.

- 3) The Bidder must provide a Certificate of Insurance providing proof of insurance to the State Agency with their IFB packet. The State's Office of Risk and Insurance Management will review insurance certificates and/or proof of self-insurance documentation before execution of the contract. Refer to Additional Provisions, Exhibit E for the applicable specific Insurance requirements and coverage limits.
- 4) The Contractor as a business shall possess and maintain throughout the term of this agreement a current California Department of Motor Vehicles Motor Carrier Permit if any vehicle used to haul waste or other Contractor-owned items in performance of this agreement has a Gross Vehicle Weight Rating (GVWR) of 10,001 pounds or more. In addition, the Contractor shall provide proof to the State Agency that each and every driver has current and appropriate licenses to operate the vehicles.
- 5) For organic waste, if food wastes are used to feed swine, the Bidder must provide the State Agency with a copy of the permit issued from CDFA, Division of Animal Industry, Animal Health Branch in order for State Agency to verify that the Contractor has the equipment and capability to process the material as swine feed.
- 6) For organic waste, if food waste and green waste materials are taken to a composting facility or anaerobic digestion facility, the Contractor must provide the State Agency with the Solid Waste Information System (SWIS) number of the current Standardized Facility Permit used by the California Department of Resources Recycling and Recovery (CalRecycle) to verify the facility is permitted to accept the proposed material types.
- 7) For organic waste, if food waste, meat and bones, are taken to a rendering facility, the Contractor must provide the State Agency with a copy of the license issued by the CDFA to operate as a Rendering Facility.

FOR A BIDDER TO BE AFFORDED THE BENEFITS OF THE STEPS INCLUDED IN THIS IFB, THE BIDDER MUST TAKE THE RESPONSIBILITY TO:

- CAREFULLY READ THE ENTIRE IFB;
- FOR THE SAKE OF CLARIFICATION, ASK APPROPRIATE QUESTIONS IN WRITING AND IN A TIMELY MANNER;
- SUBMIT ALL APPROPRIATE DOCUMENTS, COMPLETE AND BY THE REQUIRED DATE AND TIME.

IT IS ABSOLUTELY ESSENTIAL THAT BIDDERS CAREFULLY REVIEW THE COST ELEMENTS IN THEIR FINAL BID, SINCE THEY WILL NOT HAVE THE OPTION TO CHANGE ANY INFORMATION AFTER THE TIME OF SUBMITTAL.

III. BID REQUIREMENTS AND INFORMATION

A. Key Action Dates

Listed below are the important dates and times by which actions must be taken or completed.

<u>Event</u>	<u>Date</u>	<u>Time</u>
IFB available to Prospective Bidders		
Mandatory Pre-Bid Conference and Walkthrough		
Final Date for Bid Submission		
Opening of Sealed Cost Bids		
Proposed Award Date		
Ready-for-Use, Contract Start Date		

B. Mandatory Pre-Bid Conference/Walk-through

- 1) A **mandatory** pre-bid conference is scheduled on **DATE** at **a.m.**. Please report to the **State Agency, Phase II - building, Conference Room**, **State Agency** Address. Enter **Directions** and identify yourself as a perspective bidder at the parking kiosk. Check in at the Information Desk in the main entrance and get "visitor's badge." Directions will then be given to enter the **location**.
- 2) Vendors will be afforded the opportunity to meet with the **State Agency's** personnel to discuss the content of the IFB and the procurement process. In the event a potential prime contractor is unable to attend the mandatory pre-bid conference, an authorized representative may attend on their behalf. The representative may only sign-in for one (1) company.

Subcontractors may not represent a potential prime contractor at the pre-bid conference.

- 3) In order to comply with the nondiscrimination requirements of the Americans with Disabilities Act (ADA), contractors who need assistance (for the pre bid conference) due to a physical impairment will be provided with reasonable accommodations by the awarding agency. The Contractor must contact _____ Name at (____) ____ - _____ no later than the third working day prior to the scheduled date and time of the pre-bid conference to arrange for a reasonable accommodation.

C. Submission of Bid

- 1) All bids must be submitted under **sealed** cover and sent to the _____ State Agency by dates and times shown in Section III, Bid Requirements and Information, Item A. Key Action Dates. The sealed cover must be plainly marked with the IFB number and title, must show your firm name and address, and must be marked with "SEALED BID - DO NOT OPEN", as shown in the following example:

IFB-_____

**Waste Disposal, Food Waste and Organic Waste Recycling Collection
Services _____ State Agency, _____ Address**

SEALED COST BID - DO NOT OPEN

Bids not submitted under sealed cover will be rejected. A minimum of three copies of the bid must be submitted.

- 2) All final bids must be complete, and include all documents identified in Section III, Required Attachment Checklist (see page 9). Bids not including the proper "required attachments" may be deemed non-responsive. A nonresponsive bid is one that does not meet the basic bid requirements.
- 3) All documents requiring a signature must bear an original signature of a person authorized to bind the bidding firm.
- 4) Mail or deliver bids to the following address:

U.S. Postal Service Deliveries

**Hand Deliveries (UPS, Express Mail,
Federal Express, Personal delivery)**

Attn: _____	Name IFB- _____	Name, _____	Position _____
_____	State Agency _____	_____	State Agency _____
_____	State Agency Address _____	_____	State Agency Address _____

- 5) Bids must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a bid to be rejected.
- 6) A bid may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all bids and may waive an immaterial deviation in a bid. The State's waiver of an immaterial deviation shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the agreement.
- 7) Costs incurred for developing bids and in anticipation of award of the agreement are entirely the responsibility of the bidder and shall not be charged to the State of California.
- 8) An individual who is authorized to bind the bidder contractually shall sign the Bid/Bidder Certification Sheet (Attachment 1). The signature should indicate the title or position that the individual holds in the firm. An unsigned bid may be rejected.
- 9) A bidder may modify a bid after its submission by withdrawing its original bid and resubmitting a new bid prior to the bid submission deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.
- 10) A bidder may withdraw its bid by submitting a written withdrawal request to the State, signed by the bidder or an authorized agent. A bidder may thereafter submit a new bid prior to the bid submission deadline. Bids may not be withdrawn without cause subsequent to bid submission deadline.
- 11) The awarding agency may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum to all parties who have been furnished an IFB for bidding purposes.
- 12) The awarding agency reserves the right to reject all bids. The agency is not required to award an agreement.
- 13) Before submitting a response to this solicitation, bidders should review, correct all errors and confirm compliance with the IFB requirements.

- 14) Where applicable, bidder should carefully examine work sites and specifications. Bidder shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
- 15) The State does not accept alternate contract language from a prospective contractor. A bid with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable.
- 16) No oral understanding or agreement shall be binding on either party.

D. Evaluation and Selection

- 1) At the time of bid opening, each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB.
- 2) The required cost schedules will be checked for mathematical accuracy. Bids that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, may be rejected.
- 3) Award if made, will be to the lowest responsive responsible bidder.

E. Disposition of Bids

- 1) Upon bid opening, all documents submitted in response to this IFB will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.
- 2) Bid packages may be returned only at the bidder's expense, unless such expense is waived by the awarding agency.

F. Agreement Execution and Performance

- 1) **The effective date of this contract is either the start date or the approval date by the Department of General Services, whichever is later. No work shall commence until the effective date.**

- 2) Performance shall **tentatively start on** **Date**. This date is contingent on State approval of contract. Should the Contractor fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's bid price and the actual cost of performing work by the second lowest bidder or by another contractor.
- 3) All performance under the agreement shall be completed on or before the termination date of the agreement.

IV. PREFERENCE PROGRAMS

A. Small Business (SB) or Microbusiness (MB) Preference – Optional

If bidder is claiming the 5% certified Small Business or micro business preference, or is committing to subcontract 25% or more of their net bid price to one or more Certified Small Businesses or microbusinesses, complete Attachment 7 (Bidder Declaration GSPD-05-105) and attach a copy of the certification.

Additional References: <http://www.pd.dgs.ca.gov>

Questions regarding the certification approval process or the Small Business program should be directed to the Department of General Services, Procurement Division at (800) 559-5529 or (916) 375-4940. For the 24-hour Recording & Mail Request call (916) 322-5060.

Small business or micro business bidders or proposers using the non-small business preference shall be granted a preference consisting of five percent of the highest responsible bidder's total score.

The standard contract language for the Small Business (SB) program can be found at the Internet web site as follows: <http://www.dgs.ca.gov/pd/Home.aspx>

B. Disabled Veteran Business Enterprise (DVBE) – Option

Note: there is no DVBE participation requirement. The DVBE incentive has been waived.

C. Declaration Forms

All bidders must complete the Bidder Declaration GSPD-05-105 and include it with the bid response. When completing the declaration, bidders must identify all subcontractors proposed for participation in the contract. Bidders awarded a contract are contractually obligated to use the subcontractors for the corresponding work identified unless the State agrees to a substitution and it is incorporated by amendment to the contract.

Bidders who have been certified by California as a DVBE (or who are bidding rental equipment and have obtained the participation of subcontractors certified by California as a DVBE) must also submit a completed form(s) STD. 843 (Disabled Veteran Business Enterprise Declaration). All disabled veteran owners and disabled veteran managers of the DVBE(s) must sign the form(s). Should the form not be included with the solicitation, contact the State contracting official or obtain a copy at the following website: www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPrintFields.pdf. The completed form should be included with the bid response.

At the State's option prior to award, bidders may be required to submit additional written clarifying information. Failure to submit the requested written information as specified may be grounds for bid rejection.

D. Commercially Useful Function (Refer to item 1.b. of the "BIDDER DECLARATION Instructions", page 21)

A California certified SB, MB or DVBE business must be deemed to perform a Commercially Useful Function (CUF) by meeting **ALL** of the following CUF requirements for Contract/Purchase Order (PO) award consideration:

1. Is responsible for the execution of a distinct element of the work of the contract.
2. Carries out its obligation by actually performing, managing, or supervising the work involved.
3. Performs work that is normal for its business services and functions.
4. Is responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing (if applicable) and making payment.
5. Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

REQUIRED ATTACHMENT CHECK LIST

A complete bid or bid package will consist of the items identified below.

Complete this checklist to confirm the items in your bid. Place a check mark or "X" next to each item that you are submitting to the State. For your bid to be responsive, all required attachments must be returned. This checklist should be returned with your bid package also.

<u>Attachment</u>	<u>Attachment Name/Description</u>
_____ Attachment 1	Bid/Bidder Certification Sheet
_____ Attachment 2	Cost Sheet
_____ Attachment 3	Payee Data Record (STD 204) Payee Data Record can be found on the Internet at http://www.documents.dgs.ca.gov/osp/pdf/std204.pdf
_____ Attachment 4	Contractor Certification Clauses (CCC) The CCC can be found on the Internet at http://www.documents.dgs.ca.gov/ols/CCC-307.doc
_____ Attachment 5	Bidder's References
_____ Attachment 6	Darfur Contracting Act Certification Sheet
_____ Attachment 7	Bidder Declaration (GSPD-05-105)
_____ Attachment 8	Client List

Attachment 9 Insurance Certificate

*Please continue to check <https://caleprocure.ca.gov> for contract information and additional addendums.

Attachment 1

BID/BIDDER CERTIFICATION SHEET

This Bid/Bidder Certification Sheet must be signed and returned along with all the "required attachments" as an entire package in triplicate with original signatures. The bid must be transmitted in a sealed envelope in accordance with IFB instructions.

- A. Our all-inclusive bid is detailed in Attachment 2, Cost Sheet, to be completed by Bidder..
- B. All required attachments are included with this certification sheet.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.

An Unsigned Bid/Bidder Certification Sheet May Be Cause for Rejection

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number :		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
9. Indicate applicable license and/or certification information:		
10. Bidder's Name (Print) 11. Title		
12. Signature	13. Date	

14. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:

a. California Small Business

Yes ☐ No ☐

If yes, enter certification number:

b. Disabled Veteran Business Enterprise

Yes ☐ No ☐

If yes, enter your service code below:

NOTE: A copy of your Certification is required to be included if either of the above items is checked “Yes”.

Date application was submitted to OSBCR, if an application is pending:

Completion Instructions for Bid/Bidder Certification Sheet FORM FOUND ON FOLLOWING PAGE

Complete the numbered items on the
Bid/Bidder Certification Sheet by following the instructions below.

Item Number s	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.

9	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
10, 11, 12, 13	Must be completed. These items are self-explanatory.
14	If certified as a California Small Business, place a check in the "Yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

Attachment 2

COST SHEET

CONTAINER/COMPACTOR INVENTORY & PICK-UP SCHEDULE										
Item	Description	Location	Number of Pick-Ups Per Week	Monthly Rental Cost Per Container	Multiply By	Annual Rental Subtotal D x E = F	Cost Per Pick-Up	Multiply By	Annual Cost Per Pick-Up Subtotal G x H = I	Annual Cost F + I = J
	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)
1.	30-34 cubic yard self-contained <u>waste</u> compactor	State Agency Building–Phase II Loading Dock	2 times per week (Tues. and Fri.)	\$	12	\$	\$	104	\$	\$
2.	30-34 cubic yard self-contained commingled <u>recycle material</u> compactor (includes paper, cardboard, plastic, glass, aluminum)	State Agency Building–Phase II Loading Dock	1 time per month – On call	\$	12	\$	\$	12	\$	\$
3.	Two (2) - 4 cubic yard top loading bin/containers	State Agency Building	2 times per week (Tues. and Fri.)	\$	12	\$	\$	208	\$	\$
4.	One (1) – 4 cubic yard top loading recycling bin/container	State Agency Building	1 time per week (Fri.)	\$	12	\$	\$	52	\$	\$

5.	One (1) – 4 cubic yard top loading bin/container	State Agency Building	2 times per week (Tues. and Fri.)	\$	12	\$	\$	104	\$	\$
6.	One (1) – 4 cubic yard top loading recycling bin/container	State Agency Building	2 times per week (Tues. and Fri.)	\$	12	\$	\$	104	\$	\$
7.	One (1) – 40 cubic yard roll-off container	State Agency Building	2 times per week (Tues. and Fri.)	\$	12	\$	\$	104	\$	\$
8.	Additional dropoff/pick-up for one (1) 3 cubic yard bin/container with one business day notice	Various areas – ordered on an as needed basis with at least 24 hours notification.	Maximum of six times per year dropoff/pickup per container	\$	6	\$	\$	6	\$	\$
9.	Additional dropoff/pick-up for one (1) 4 cubic yard bin/container on demand with one business day notice	Various areas – ordered on an as needed basis with at least 24 hours notification.	Maximum of six times per year dropoff/pickup per container	\$	6	\$	\$	6	\$	\$
10	Additional dropoff/pick-up for one (1) 40 cubic yard roll-off container with one business day notice	Various areas – ordered on an as needed basis with at least 24 hours notification.	Maximum of six times per year dropoff/pickup per container	\$	6	\$	\$	6	\$	\$

11.	One (1) 3-4 cubic yard top loading bin/container for Food/Organic Waste ONLY	State Agency Building	2 times per week (Tues. and Fri.)	\$	12	\$	\$	104	\$	\$
								Items 1 thru 10	Total Annual Cost:	(K) \$
						Cost Per Relocation	Multiply By	Annual Cost L x M = N		Annual Cost Grand Total K + N
						(L)	(M)	(N)		(O)
11.	Relocation of any container with one business day notice	Various areas – ordered on an as needed basis with at least 24 hours notification.	Maximum of six times per year drop-off/pickup per container	\$			6	\$	\$	

NOTES:

- *Ordering of additional bins listed in items 8 thru 11 can only be ordered by Contract Manager.*
- *Number of pick-ups are estimates for evaluation purposes only. The only items binding will be the “Rental Cost Per Container” and the Cost Per Pick-Up rates.*
- One-year renewal option for year three will be priced at the same cost quote for a 12-month period of service.
- **The annual budget shall not exceed \$110,000 per year.**

Attachment 3

PAYEE DATA RECORD

(STD. 204)

<http://www.documents.dgs.ca.gov/>

Attachment 4

CONTRACTOR'S CERTIFICATION CLAUSES (CCC)

The Contractor Certification Clauses may be viewed and downloaded at the following Internet site;

<http://www.documents.dgs.ca.gov/ols/CCC-307.doc>

Attachment 5

BIDDER'S REFERENCES AND CURRENTLY CONTRACTED SITES

- 1) List below two references for services performed within the last five years, which are similar to the types of services described in this IFB.
- 2) Provide list of currently contracted sites, including address and site contact person.
- 3) By submitting this information, the Proposer authorizes the State Agency to contact these references and visit sites.

REFERENCE 1

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

REFERENCE 2

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

Attachment 6

DARFUR CONTRACTING ACT CERTIFICATION SHEET

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a “scrutinized” company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete only one of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>Printed Name and Title of Person Initialing (for Options 1 or 2)</i>	

1. _____ We do not currently have, and have not had within the previous
Initials three years, business activities or other operations outside of the United States.
OR
2. _____ We are a scrutinized company as defined in Public Contract Code
Initials section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.
OR
3. _____ We currently have, or we have had within the previous three years,
Initials business activities or other operations outside of the United States, + certification but we certify below that we are not a scrutinized company below as defined in Public Contract Code section 10476.

CERTIFICATION For # 3.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in # 3. This certification is made under the laws of the State of California.

<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County and State of</i>

Attachment 7

State of California—Department of General Services, Procurement Division
 GSPD-05-105 (REV 08/09)

Solicitation Number _____

BIDDER DECLARATION

1. Prime bidder information (Review attached Bidder Declaration Instructions prior to completion of this form):

a. Identify current California certification(s) (MB, SB, NVSA, DVBE): _____ or None _____ (If “None”, go to Item #2)

b. Will subcontractors be used for this contract? Yes ____ No ____ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

c. If you are a California certified DVBE: (1) Are you a broker or agent? Yes ____ No ____
 (2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? Yes ____ No ____ N/A ____

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, NVSA, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?

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CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.

State of California—Department of General Services, Procurement Division GSPD-05-105 (REV 08/09) Instructions

BIDDER DECLARATION Instructions

All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

- 1.a.** Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled “None” and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:
- Microbusiness (MB)
 - Small Business (SB)
 - Nonprofit Veteran Service Agency (NVSA)
 - Disabled Veteran Business Enterprise (DVBE)

- 1.b.** Mark either “Yes” or “No” to identify whether subcontractors will be used for the contract. If the response is “No”, proceed to Item #1.c. If “Yes”, enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999 for DVBEs and Government Code Section 14837(d)(4)(A) for small/ microbusinesses.

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime’s contract.

- 1.c.** This item is only to be completed by businesses certified by California as a DVBE.

(1) Declare whether the prime bidder is a broker or agent by marking either “Yes” or “No”. The Military and Veterans Code Section 999.2 (b) defines “broker” or “agent” as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

(2) If bidding rental equipment, mark either “Yes” or “No” to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If **not** bidding rental equipment, mark “N/A” for “not applicable.”

2. If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete "Page ____ of ____" on the form.

If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the "Page ____ of ____" accordingly.

Column Labels

Subcontractor Name, Contact Person, Phone Number & Fax Number—List each element for all subcontractors.

Subcontractor Address & Email Address—Enter the address and if available, an Email address.

CA Certification (MB, SB, NVSA, DVBE or None)—If the subcontractor possesses a current State of California certification(s), verify on this website (www.eprocure.pd.dgs.ca.gov).

Work performed or goods provided for this contract—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

Corresponding % of bid price—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

Good Standing?—Provide a response for each subcontractor listed. Enter either "Yes" or "No" to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, NVSA, and/or DVBE status

51% Rental?—This pertains to the applicability of rental equipment. Based on the following parameters, enter either "N/A" (not applicable), "Yes" or "No" for each subcontractor listed.

Enter "**N/A**" if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter "**Yes**" if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter "**No**" if the subcontractor is a California certified DVBE providing rental equipment but the sub contractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

Read the certification at the bottom of the page and complete the "Page ____ of ____" accordingly.

Attachment 8

CLIENT LIST

The Contractor must demonstrate three consecutive and continuous years of services by listing clients to whom you have provided services within the most recent three years. Clients listed on this attachment may be contacted for information verification. Contractor must list as many clients as necessary to demonstrate such experience. Additional pages may be attached if necessary.

<i>Clients within last three years</i>	
Dates Services Provided (mm/yy)	
Client/Company Name:	
Address:	
Contact Name:	
Contact Number:	
Type of Work or Service provided:	
Dates Services Provided (mm/yy)	
Client/Company Name:	
Address:	
Contact Name:	
Contact Number:	
Type of Work or Service provided:	
Dates Services Provided (mm/yy)	
Client/Company Name:	
Address:	
Contact Name:	
Contact Number:	
Type of Work or Service provided:	
Dates Services Provided (mm/yy)	
Client/Company Name:	
Address:	
Contact Name:	
Contact Number:	
Type of Work or Service provided:	
Dates Services Provided (mm/yy)	
Client/Company Name:	
Address:	
Contact Name:	
Contact Number:	

Type of Work or Service provided:

EXHIBIT A**DRAFT STANDARD AGREEMENT****STATE OF CALIFORNIA STANDARD
AGREEMENT**

STD 213 (Rev 06/03)

AGREEMENT NUMBER

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

State Agency

CONTRACTOR'S NAME

(Contractor)

2. The term of this Agreement is: through

3. The maximum amount \$
of this Agreement is:

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Draft Standard Agreement, Scope of Work	10 pages
Exhibit B – Budget Detail and Payment Provisions	1 pages
Exhibit C – General Terms and Conditions (GTC-610*)	1 pages
Exhibit D – Special Terms and Conditions 1 pages	Exhibit E Additional Provisions 2 pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**CONTRACTOR**


CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

*California Department of General Services Use
Only*

ADDRESS	
STATE OF CALIFORNIA	
AGENCY NAME	
State Agency	
BY (Authorized Signature)	DATE SIGNED(Do not type)
 PRINTED NAME AND TITLE OF PERSON SIGNING Name, Deputy Director, Administration ADDRESS	

☐ Exempt per:

SCOPE OF WORK

Contractor agrees to provide to the State Agency all materials, supplies, equipment and labor necessary to perform the services as described herein:

CONTAINER/COMPACTOR INVENTORY & PICK-UP SCHEDULE		
Description	Location	Number of pick-ups
30-34 cubic yard self-contained Waste compactor	State Agency Building	2 times per week (Tues. and Fri.)
30-34 cubic yard self-contained commingled <u>recycle material</u> compactor (includes paper, cardboard, plastic, glass, aluminum)	State Agency Building	1 time per month – On call
Two (2) - 4 cubic yard top loading bin/containers	State Agency Building	2 times per week (Tues. and Fri.)
One (1) – 4 cubic yard top loading recycling bin/container	State Agency Building	1 time per week (Fri.)
One (1) – 4 cubic yard top loading bin/container	State Agency Building	2 times per week (Tues. and Fri.)
One (1) – 4 cubic yard top loading recycling bin/container	State Agency Building	2 times per week (Tues. and Fri.)
One (1) - 40 cubic yard roll-off container	State Agency Building	2 times per week (Tues. and Fri.)
One (1) 3-4 cubic yard top loading bin/container for Food/Organic Waste ONLY	State Agency Building	2 times per week (Tues. and Fri.)

Additional drop-off/pick-up for one (1) 3 cubic yard bin/container with one business day notice	Various areas –ordered on an as needed basis with at least 24 hours notification.	Maximum of six times per year drop-off/pickup per container “As Needed”
Additional drop-off/pick-up for one (1) 4 cubic yard bin/container on demand with one business day notice	Various areas –ordered on an as needed basis with at least 24 hours notification.	Maximum of six times per year drop-off/pickup per container “As Needed”
Additional drop-off/pick-up for one (1) 40 cubic yard roll-off container with one business day notice	Various areas –ordered on an as needed basis with at least 24 hours notification.	Maximum of six times per year drop-off/pickup per container “As Needed”
Relocation of any container with one business day notice	Various areas –ordered on an as needed basis with at least 24 hours notification.	Maximum of six times per year drop-off/pickup per container “As Needed”

Location for pick up for Phase II area is the _____ State Agency, _____ State Agency location.

****NOTE:** The _____ Building bin will eventually be either relocated to a designated area on _____ location, due to upcoming construction, or completely removed. Contractor will be notified two weeks in advance of the relocation or removal.

A. REQUIREMENTS AND INFORMATION

1. Verification of a criminal history clearance (fingerprint and background checks) for staff assigned to this project, from the State of California, Department of Justice. Charges for this requirement shall be the responsibility of the contractor.
2. Verification of completed Tuberculosis (TB) skin test (Mantoux) for staff assigned to this project. Education Code Section 49406. A TB skin test is **mandatory** unless potential contractor staff is previously tested positive, a chest x-ray is then required. Charges for this requirement shall be the responsibility of the contractor.
3. It is required that you submit a letter with your signed contract, certifying that you are in compliance with the verification of a criminal history clearance (fingerprint and background checks) from the State of California, Department of Justice, and also in compliance with the verification of a completed Tuberculosis (TB) skin test (Mantoux) for staff assigned to this project.
4. **50% Waste Diversion** Per Public Resources Code 42921 (b), contractor will provide the

State Agency with waste disposal and recycling collection services as required, per Attachment 2 (Cost Sheet), and also provide a sorting mechanism service (or other method) resulting in a minimum of 50% diversion from landfill of all solid waste through source reduction, recycling, and organic waste recycling. Monthly reports are due to the State Agency confirming waste diversion from landfill.

5. **Work and Service:** Work and service under this contract consists of providing all labor, tools and equipment and necessary training to State Agency staff to haul and dispose of waste and recycle organic waste.
6. The contract includes all hauling, fuel, dump fees, city fees, any additional fees, permits, materials, cover nets, installation and removal of compactors, supplies and equipment necessary to perform the waste disposal and food waste and organic and recycling collection services.
7. **Term:** The term of this contract, if awarded, shall commence on Date and will conclude Date, with a one year renewal option at the sole discretion of the State Agency.
8. **Hours of Collection:** Collection of waste shall not start earlier than 6:00 am or later than 8:00 am to avoid safety issues with children and guests. The hours specified for services may be extended, at the State Agency's discretion, for a reasonable period of time when there is a delay in the Contractor's performance of work caused by unavoidable delay such as acts of God, fire, flood, epidemics, quarantine, restrictions, strikes, freight embargoes, or unusual action of the elements, provided that the Contractor notify the State Agency within four (4) hours from the beginning of any delay.
9. **Servicing Days:** Waste disposal and food waste and organic recycling pick-up service shall be performed in accordance to the items listed on the Cost Sheet, Attachment 2, unless otherwise specified by the Contract Liaison or designee. "Pick-Up" service will be on designated days of the week, or on an "as needed" basis, as noted in the Container/Compactor Inventory & Pick-Up Schedule on page 26.

When any regular service falls on a legal holiday, the collection shall take place the next business day. Example: Thursday, November 24, 2016 (Thanksgiving Day), collection will take place on Friday, November 25, 2016. All containers must be collected according to this schedule, regardless of whether they are filled to capacity. In order to mitigate maggot/pest control issues this schedule must be strictly adhered to. A listing of legal holidays that fall within the term of this contract have been provided below for your reference.

2016 Holidays		
Labor Day	September 5, 2016	Monday
Thanksgiving Day	November 24, 2016	Thursday
Christmas	December 25, 2016	Sunday

2017 Holidays		
New Years	January 1, 2017	Sunday
Memorial Day	May 29, 2017	Monday
4 th of July	July 4, 2017	Tuesday
Labor Day	September 4, 2017	Monday
Thanksgiving Day	November 23, 2017	Thursday
Christmas	December 25, 2017	Monday
2018 Holidays		
New Years	January 1, 2018	Monday
Memorial Day	May 28, 2018	Monday
4 th of July	July 4, 2018	Wednesday
Labor Day	September 3, 2018	Monday
Thanksgiving Day	November 22, 2018	Thursday
Christmas	December 25, 2017	Tuesday
2019 Holidays		
New Years	January 1, 2019	Tuesday
Memorial Day	May 27, 2019	Monday
4 th of July	July 4, 2019	Thursday
Labor Day	September 2, 2019	Monday
Thanksgiving Day	November 28, 2019	Thursday
Christmas	December 25, 2019	Wednesday

10. All waste/recycling containers must be in full working order (lids, wheels, handles, holes, ladders, etc.) at all times, and display clear signage identifying each container as being for garbage or for recycling.
11. All containers must be free of graffiti, must appear neat looking, and must be thoroughly cleaned prior to delivery. Access ladders and door must be secured and in working order.
12. Three and four cubic yard containers must have functional wheels and lift brackets.
13. During the term of the contract, the **State Agency** reserves the right to increase or decrease the number of containers or pick-ups. Any additions shall be priced at the same rates as referenced on Attachment 2, Cost Sheet (50% Waste Diversion). Any changes to the contract will require a fully executed amendment to the agreement, including signatures of both parties.
14. **Replacement Containers:** Contractor shall provide replacement and/or install waste and food waste/organic waste and recycle containers as required for all waste disposal and organic waste and recycle collection services in case of container maintenance or damage.

15. **Collection of Waste and Recycle Materials:** The Contractor shall empty each container and pick up any spillage occurring while emptying the container. Contractor will make all connections of mechanical/air systems, bolting/spring loading bins to compactor and associated required work associated with bin pick-up/return. No waste or recycle materials shall be allowed to remain in the container after emptying. All containers must be emptied according to schedule, regardless if they are not at full capacity. The Contractor shall use diligence and care to prevent damage to property and containers. After emptying the container it shall be replaced where found and the lid or top set in place.
16. **Waste Compactors provided by Contractor:** Contractor to provide two 30-34 cubic yard self-contained waste compactors. Compactors must be rear loading, power requirements for 480 Volt, 3 phase. **Compactors must be on site on the start date of this contract, Date.**
17. **Maintenance of Waste Compactors and Bins owned by the Contractor:** Both compactor and bin must be fully functional. Repairs must be responded to within 24 hours. Any repairs that do not allow for compactor operation will be repaired or replaced within 24 hours. Compactor shall be free of mechanical, fluid or air leaks. Compactor will need to have waste fluids directed to fluid holding pail. If waste fluids leak from the compactors onto the floor in the areas under the compactor/bin, Contractor will wash down and sanitize the areas immediately at the time of the pick-up(s). The Contractor shall ensure that the waste compactors and bins are maintained in good condition by performing periodic painting, repair, or replacement, periodic steam cleaning at no expense to the State. The State reserves the right to indicate an appropriate color for the compactors and/or bins. The paint finish on the compactor and bin must be uniform (without major chips, rust, corrosion, staining or aesthetic issues).
18. **Disposal of Waste:** Disposal of waste, food waste and organic recycling shall be the sole responsibility of the Contractor provided, however, no waste shall be disposed of within the boundaries of **State Agency Location**. Such disposal shall meet the requirements of the State of California, local health authorities, and all local laws, rules and regulations.
19. **Hauling:** The Contractor shall provide the method and means to prevent the scattering of papers or any waste and organic waste from the truck while hauling.
20. **Other Waste:** The Contractor shall not be responsible for waste not placed in the waste containers, with the exception of small paper cartons set beside the waste containers which shall be hauled at no extra cost to the State.
21. **Tonnage Record:** Contractor must provide a written contract record of tonnage picked up for each month.

22. **Weights and Volume Estimates for waste must meet 50% Waste Diversion:** Contractor shall provide weights and volume estimates (based on waste collection) for all waste diverted from landfill on a monthly basis to the [redacted] State Agency. This bid requirement is for 50% Waste Diversion.
23. **Waste Diversion (Waste and Organic) Contract Reports:** Contractor must provide a monthly written Waste Diversion Contract Report of tonnage diverted by the following categories: Green Waste, Food Waste, Cardboard, Off Paper, Beverage Containers, Cardboard, Off Paper, Con-Asphalt, Dirt, Wood, and C&D.

B. FOOD WASTE AND ORGANIC MATERIALS RECYCLING SERVICES

Note: Items 1 through 7 below only apply to Food Waste and Organic Waste Recycling

1. It is the intent of the [redacted] State Agency to divert food waste and organic waste materials from landfill disposal, where opportunities exist, to assist the State of California in achieving the 75% solid waste reduction goals per AB 341 (Chapter 476, Statutes of 2011) and food and organic waste reduction per AB 1826 Chesbro (Chapter 727, Statutes of 2014).
2. The Contractor shall provide all labor, including travel and per diem, materials, non-consumable supplies, transportation, equipment, training of key facility personnel, and every other item of expense necessary to perform Food Waste and Organic Waste Recycling and Collection Services for the [redacted] State Agency. Specifically, the Contractor will provide receptacles for use by staff in the kitchen and back-of-house areas for pre-sorting purposes of food and organic waste at no additional cost. Note, [redacted] State Agency Staff will be pre-sorting on site. The food and organic waste collected in these receptacles will be dumped by [redacted] State Agency Staff into the larger bin located at the— [redacted] State Agency location specifically designated for Food and Organic Waste Only.

The Contractor will pick up the larger bin on the designated dates noted on page 26 in the **CONTAINER/COMPACTOR INVENTORY & PICK-UP SCHEDULE**. These receptacles shall be brightly colored and easily identifiable by staff as food and organic waste bins ONLY. The contractor will recommend a size(s) for each receptacle and the sizes must be approved by the Contract Manager, and can be changed at the Contract Manager's request at any time during the duration of the contract as needed, to better serve the needs of the kitchen and the space available.

3. Food and organic recycling and collection services, as defined for the purposes of this agreement, shall include pick-up and delivery by the Contractor of food waste and organic waste materials to authorized diversion facilities that process the materials into acceptable

end uses, as defined in this agreement, in a manner consistent with all applicable laws and regulations.

4. Food waste and organic waste materials, as defined for the purposes of this agreement, shall include, but not be limited to, food and food residuals, coffee grounds and filters, meat and bones, food-soiled paper, wax-coated cardboard, milk and juice containers, egg crates, sawdust, grass, leaves and prunings, and any other food and organic items that the Contractor deems recyclable. Inedible kitchen grease and grease from sewer traps is not included in this contract.
5. Acceptable end uses for the organic waste materials, as defined for the purpose of this agreement, include processing into animal feed, composting into valuable soil amendments, production of biofuels/bioenergy through anaerobic digestion, or rendering into by-products or bioenergy. Unacceptable end uses include: disposal into a landfill, direct land application and transformation.
 - i. **For Animal Feed:** If the contractor proposes animal feed as one of the acceptable end uses, the Contractor shall haul acceptable materials to an authorized facility for further processing into animal feed. The Contractor shall not hold the **State Agency** liable for any damages or losses caused by feeding the material to domestic animals or the production of any product from the material received. It shall be the responsibility of the Contractor to screen and process the material in accordance with the California Department of Food and Agriculture (CDFA) and/or any other regulating agency's standards including all Federal, State and Local laws, rules and regulations applicable to the animal food production industry.
 - ii. **For Composting and Anaerobic Digestion:** If the Contractor proposes composting and/or anaerobic digestion as one of the acceptable end uses, The Contractor shall haul acceptable materials to an authorized facility for further processing into valuable soil amendments and/or biofuels or bioenergy. Acceptable material may consist of, but not be limited to, food and food residuals, sawdust, egg crates, landscaping material not processed onsite, coffee grounds, wax coated cardboard and/or milk or juice containers. If the materials are used in anaerobic digestion, acceptable materials may include soiled paper and paper products, meat and bones, as well as food waste and green waste materials.
 - iii. **For Rendering:** If the contractor proposes rendering as one of the acceptable end uses, The Contractor shall haul materials suitable for rendering, such as meat and bones, to an authorized facility for further processing into by-products or bioenergy.

State Agency may choose to pursue on-site food waste and organic waste management processes that would not require the removal of these materials from the premises.

The Contractor shall comply with all applicable laws, statutes, regulations and ordinances, and possess all necessary licenses and permits during the performance of the agreement.

Directly disposing of food waste and organic waste materials at a landfill before being taken to an authorized organic waste processing facility may be cause for termination of the agreement.

6. **Contents of Containers:** In the event materials picked up by the Contractor are rejected from the authorized organic waste facility due to excessive contamination, the Contractor shall document all rejected/contaminated loads with date-stamped photographs, notify the facility within twenty-four (24) hours when a load is rejected, provide copies of receipts for loads that went to the landfill plus reasonable hauling costs, and coordinate with the [redacted] State Agency, on process improvements to deliver clean / acceptable loads whenever contamination is a regular problem at any facility.

In the event the Contractor fails to provide services under this contract within the time frame specified without prior approval of the [redacted] State Agency, the [redacted] State Agency reserves the right to have services provided by another vendor at the Contractor's expense. Any amounts owed to the [redacted] State Agency as a result of this action will be deducted from the Contractor's monthly invoice.

7. Receipts and Reports

- i. The Contractor shall provide receipts verifying the delivery date and weight of all organic materials removed to authorized processors as attachments to invoices when submitting to the facility Contract Liaison and Accounting Office for payment.
- ii. Public Resources Code §41780 mandates all State Agencies to divert waste from landfills and increase recycling efforts. In order for the [redacted] State Agency to show compliance with these mandates, the Contractor shall provide a copy to the facility's Contract Liaison, in writing by the 7th of each month, the actual weight of materials removed under this Contract to authorized facilities and a description of its end use.

CONDITIONS OF CONTRACTUAL AGREEMENT

Contractor staff must provide the following prior to performing services:

1. Verification of a criminal history clearance (fingerprint and background checks) for staff assigned to this project, from the State of California, Department of Justice. Charges for this requirement shall be the responsibility of the contractor.

2. Verification of completed Tuberculosis (TB) skin test (Mantoux) for staff assigned to this project. Education Code Section 49406. A TB skin test is **mandatory** unless potential contractor staff is previously tested positive, a chest x-ray is then required. Charges for this requirement shall be the responsibility of the contractor.
3. It is required that you submit a letter with your signed contract, certifying that you are in compliance with the verification of a criminal history clearance (fingerprint and background checks) from the State of California, Department of Justice, and also in compliance with the verification of a completed Tuberculosis (TB) skin test (Mantoux) for staff assigned to this project.
4. The contract will be in effect on **Date** and the contract price shall not exceed \$110,000 per year.

CONTRACTOR RESPONSIBILITIES

1. During the performance of this contract, the contractor shall have the charge, care and sole responsibility of the work and shall bear the risk of injury or damage to any part thereof by the action of the elements or any other causes whether arising from execution or non-execution of the work.
2. Neither party shall be liable for any loss, damage or delay due to any cause beyond either party's reasonable control, including but not limited to acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, weather damage, flood, earthquake, riot, civil commotion, war, mischief or act of God.
3. The contractor shall bear all expenses to restore damages occasioned by actions resulting from the injuries or damages sustained or arising in the construction of this work or the consequences thereof. The State of California may retain as much of the money due the contractor as shall be considered necessary until final disposition has been made of such suits or claims for damages.

LICENSES AND PERMITS

1. Licenses and permits required shall be provided by the contractor and he/she shall abide by any and all Federal, State, and city laws or rules affecting the work and shall maintain all required protection for property, employees, and the public and insurance in connection with same, for all of which he/she shall bear the necessary expense.

SUPERINTENDENT

1. The contractor shall personally supervise to the work, or employ a competent representative satisfactory to the State of California, who shall at all times be present at the site of work while work is in progress, with authority to act on their behalf. Whenever the contractor is

not present on any part of the work where it may be desired to give directions or orders, they will be given by an authorized employee of the State of California; such orders shall be received and obeyed by the contractor's representative who may have charge of the particular work in reference to which the orders are given.

PUBLIC CONVENIENCE

1. The contractor shall so conduct his/her operations as to offer the least possible obstruction and inconvenience to the public, and he/she shall have under construction no greater amount of work that he/she can prosecute properly with due regard to the rights of the public. Any person the State may deem incompetent or disorderly shall be promptly removed from the premises.

EXTRAS

1. No charge for any extra work or material will be allowed outside of the scope of this contract.

ACCIDENT PREVENTION

1. Precaution shall be exercised at all times for the protection of persons (including employees) and property. These shall include, but not be limited to, the installation of adequate safety guards and protective devices for all equipment and machinery, whether used in the performance of work or permanently installed as part of the work. The contractor shall comply with all applicable laws and regulations relating to safety, including the safety regulations of the Division of Industrial Safety, Department of Industrial Relations, of the State.
2. The [redacted] State Agency will report any dangerous conditions to the contractor as soon as possible, to be corrected by the contractor in the shortest possible time.

LOCATION OF SERVICE AND PROJECT REPRESENTATIVES

1. The services shall be performed at the [redacted] State Agency, [redacted] State Agency Location.
2. The project representatives during the term of this agreement will be:

State Agency:	Contractor:
Name:	Name: TBD
Title:	Title:

Phone:	Phone:
Fax:	Fax:

Direct any other inquiries to:

State Agency: [REDACTED]	Contractor: TBD
Attention: [REDACTED]	Attention:
Title: [REDACTED]	Title:
Address: [REDACTED]	Address:
Phone: () -	Phone:
Fax: () -	Fax:

EXHIBIT B**BUDGET DETAIL AND PAYMENT PROVISIONS****1. Invoicing and Payment:**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein (**attachment will be added following bid award**), which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number, and shall be submitted in **triplicate** and **monthly in arrears to:**

State Agency
State Agency Address

Attn: State Accounts Payable

- C. **Rebates:** Contractor will provide applicable rebates for all cardboard, paper, plastic, glass and aluminum collected from the service at the Statewide commingled Rate established in accordance with California Public Resources Code §14549.5. Contractor shall be responsible for itemizing the invoice to show all applicable rebates. Rebates will be reimbursed in the form of a check payable to **State Agency** at the end of the month the rebate was incurred, and mailed to the address listed above. The contract number must be included on the check stub.

2. Budget Contingency Clause:

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program; this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause:

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

General terms and conditions can be viewed on <http://www.documents.dgs.ca.gov/ols/GTC-610.doc>

They are incorporated by reference and made part of this agreement as if attached hereto.

EXHIBIT D**SPECIAL TERMS AND CONDITIONS**

1. The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided here.

EXHIBIT E

ADDITIONAL PROVISIONS

1. General Provisions Applying to All Policies

- A. Coverage Term** – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.
- B. Policy Cancellation or Termination & Notice of Non-Renewal** – Contractor is responsible to notify the State within five business days before the effective date of any cancellation, non-renewal, or material change that affects required insurance coverage. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- C. Deductible** – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
- D. Primary Clause** – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
- E. Insurance Carrier Required Rating** – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- F. Endorsements** – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- G. Inadequate Insurance** – Inadequate or lack of insurance does not negate the contractor obligations under the contract.
- H. Satisfying an SIR** - All insurance required by this contract must allow the State to pay and/or act as the contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the contractor's agent in satisfying any SIR is at the State's discretion.

- I. Available Coverages/Limits** - All coverage and limits available to the contractor shall also be available and applicable to the State.
- J. Subcontractors** - In the case of Contractor utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insured's under Contractor and insurance or supply evidence of insurance to The State equal to policies, coverages and limits required of Contractor.

2. Insurance Requirements

A. Commercial General Liability

Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against which claim is made, or suit is brought subject to the Contractor's limit of liability. **The policy must name The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract.**

B. Automobile Liability

Contractor shall maintain motor vehicle liability with limits not less than \$2,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles. **The policy must name The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract.**

C. Workers' Compensation and Employer's Liability

Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. In addition, employer's liability limits of \$1,000,000 are required. **A Waiver of Subrogation in favor of the State of California must be attached to certificate.**