

AGREEMENT

AGREEMENT NUMBER	AM. NO.
6868	n/a
CONTRACTOR IDENTIFICATION NUMBER	
508	

THIS AGREEMENT, made and entered into this 25th day of July 2024, in the State of California, by and between the Trustees of the California State University on behalf of California State University San Marcos (hereinafter called “CSU”, “CSUSM”, “University”, or “Party”), and

CONTRACTOR’S NAME

EDCO Waste and Recycling Services
224 S. Las Posas Rd.
San Marcos, CA 92079
Maria Gomez
mgomez@edcodisposal.com
(760)744-5615 ext. 1820

, (hereinafter called “Contractor” or “Party”),

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

The Contractor shall perform all services necessary for providing waste removal services of landfill, recycling, and organic material throughout campus. The Contractor shall provide the required services necessary in accordance with the following Riders, which by this reference are incorporated herein and made part of this Agreement. In the event of a conflict between Rider B CSU General Provisions for Services and any term contained in any other Rider and/or attachment, the terms of Rider B CSU General Provisions for Services shall control.

- Rider A - Scope of Services and Payment Schedule, consisting of ten (10) pages;
- Rider B – Exhibits A-F, consisting of six (6) pages;
- Rider C – CSU General Provisions for Services, consisting of sixteen (16) pages.

The term shall begin upon executed agreement. **The term shall be three (3) years ending on June 30, 2027, with two (2) one-year options upon mutual agreement by both parties.** The Contractor shall not perform services in excess of the Agreement without prior written authorization to proceed from the Trustees’ Representative.

Contractor shall report to:
Billing Contact: Noella Richer, Facilities Development and Management, nricher@csusm.edu, (760)750-4653. **(or)**
Operations Contact: Juliana Goodlaw-Morris, Safety, Health, and Sustainability, jgmorris@csusm.edu, (760)750-4501.

The total amount to be expended under this Agreement shall not exceed **NINE HUNDRED THOUSAND DOLLARS and NO CENTS (\$900,000.00)**. Payment shall be made in accordance with Rider A.

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

UNIVERSITY		CONTRACTOR	
Trustees of the California State University		EDCO Waste and Recycling Services	
BY (AUTHORIZED SIGNATURE)	DATE	BY (AUTHORIZED SIGNATURE)	DATE
 Lindsay Swensen (Jul 25, 2024 12:38 PDT)	07/25/2024	 Jim Ambroso (Jul 25, 2024 11:19 PDT)	
PRINTED NAME AND TITLE OF PERSON SIGNING		PRINTED NAME AND TITLE OF PERSON SIGNING	
Lindsay Swensen Director		Jim Ambroso General Manager	
DEPT.		ADDRESS	
Procurement & Contracts 333 So. Twin Oaks Valley Road San Marcos CA 92096-0001		224 S. Las Posas, San Marcos, CA., 92078	

RIDER A
SCOPE OF SERVICES AND PAYMENT SCHEDULE

I. SCOPE OF SERVICES

1. Removing Landfill, Recycling and Organics

- i. Contractor shall provide all labor, materials, tools, equipment, transportation, and supervision necessary to provide full waste management services for the CSU. Contractor shall assist CSU in meeting state mandates SB 1383, AB 341, and AB 1826 along with CSU systemwide Sustainability Policy and CSUSM's Zero Waste goal by 2025. This includes but is not limited to the removal and proper disposal of trash, recyclables and organics placed in Contractor's units at the locations, provide scheduled waste audits, consultation, and aid with CSUSM education and awareness programs.
- ii. Contractor shall establish a routine pick up schedule to collect and haul away trash, recyclables, and organics. Contractor shall empty each unit in accordance with the service schedule agreed upon regardless of the quantity of waste or recycling.
- iii. Contractor shall replace the units as needed, close lids tightly, maintain and clean inside and out and keep the surrounding area sanitary at all sites.
- iv. Contractor will provide through Soft-Pak Software Solutions certified weights of loads, including processing site, and the net weight of loads. Contractor shall use accurate scales on all trucks servicing CSUSM and provide exact weights in the monthly reports for all pick up locations across the campus.
- v. Contractor shall maintain all furnished units in good mechanical and sanitary condition, and repair or replace unsightly or damaged units (including broken locks, lids, wheels, etc.) as necessity dictates or as directed by the University Zero Waste and Sustainability Specialist. Contractor shall make all repairs within one week of such request.
- vi. Units shall be washed, cleaned, and sanitized, or replaced at no additional charge to CSUSM as often as the type of service demands, quarterly or at the request of the Zero Waste and Sustainability Specialist. Contractor shall provide as needed the spraying of units with natural insect deterrent and deodorizer to provide and maintain a high degree of sanitation. All unit Site cleaning, unit spraying and deodorizing shall be done in the most environmentally responsible manner with the best available products with their usage agreed to or directed by Zero Waste and Sustainability Specialist.
- vii. Unit Sites and any enclosures will be maintained in a professional manner at the point of collection and as required they will be cleaned.
- viii. Contractor shall work around any pest mitigation strategies deployed by the campus. This may include, but not be limited to tarping of units.
- ix. Contractor shall maintain units in originally approved condition for the duration of the Agreement.

2. Disposal Units

- x. Units shall be leak-proof, constructed of metal with reinforced wheels that can be easily moved as needed unless, University Zero Waste and Sustainability Specialist or Facilities Development and Management (FDM) Administration requests fixed units. Landfill, Recycling and Organics units and lids shall be tight sealing and counter balanced. All 3-yard and larger units shall have low front profile (hump-back style). All unit tops shall be plastic for easy opening. When finger lifted, lid opening shall be large enough to receive refuse from a 95-gallon container. Units must have container lids designed to keep out rats, mice, bees, etc. Each lid must open independently from the other lids on the same unit.

- xi. Landfill, Recycling and Organics units shall be painted to easily identify contents per SB 1383 color requirements. Landfill bins are to be black or grey. Units for recyclable material (cardboard, mixed paper, 1-7 plastics etc.) will be blue. Units for organics (composting) will be green. In addition, units will be stenciled, or decals will be placed for additional identification purposes. University will retain the option to purchase the units at fair market value at any point throughout the agreement.

3. Special Events or Project Pick-ups

- xii. There will be Special Events or projects throughout the year that will require additional units or special pick-ups and/or reports. Scheduling shall be made with the University Zero Waste and Sustainability Specialist and/or FDM Administration. Units will be placed as requested by CSUSM, billed, and delivered at rates quoted herein. All material will be weighed and included in the Monthly Diversion Reporting (Exhibit B). Contractor will provide landfill, recycling and organics receptacles and liners.
- xiii. In the CSUSM Sustainability Master Plan (2018), the goal of achieving Zero Waste by 2025 through accelerated waste minimization efforts was established. In compliance with this goal, Contractor shall use their own processing facility to assist in achieving high recover rates and provide support and services as follows:

1. Construction, Demolition, and Inert Material (CDI) Recycling:

- a) Contractor shall furnish two (2) construction, demolition, and inert material recycling 40-yard bins (one at USB Yard and Recycle Yard) and ensure and certify that 100% of the recyclable material shall be processed and recycled to the maximum extent possible. Contractor shall service these units at the quoted rates, which shall represent all associated expenses.
- b) Units shall be emptied; contents shall be weighed, hauled to an appropriate recycling dealer, and dumped on an "On Call" basis, unless otherwise indicated or scheduled by CSUSM or by mutual agreement.

2. Scrap Metal Recycling:

- a) Contractor shall furnish two (2) scrap metal recycling 40-yard bins (one at USB Yard and Recycle Yard) and ensure and certify that 100% of the recyclable material shall be processed and recycled to the maximum extent possible. Contractor shall service these units at the quoted rates, which shall represent all associated expenses.
- b) Units shall be emptied; contents shall be weighed, hauled to an appropriate recycling dealer and dumped on an "On Call" basis unless otherwise indicated or scheduled by CSUSM or by mutual agreement.

3. Recycle Yard:

- a) Contractor shall furnish units for the recycle yard, ensure, and certify that 100% of the recyclable material shall be processed and recycled to the maximum extent possible. Contractor shall service these at the quoted rates, which shall represent all associated expenses.
- b) Contractor shall provide pest mitigation strategies as deemed necessary by the campus. This may include, but not be limited to, tarping of units to ensure the safety employees.
- c) Units shall be weighed, emptied, and hauled to an appropriate recycling dealer and dumped on an "On Call" basis unless otherwise indicated or scheduled by CSUSM or by mutual agreement.
- d) All recycling materials collected from recycling specific programs shall be processed to recover, to the extent possible, maximum number of recyclables. Contractor will notify CSUSM if any recyclable material can no longer be diverted and make efforts to find alternate programs. Alternatively, Contractor will notify the CSUSM Zero Waste and Sustainability Specialist of new opportunities to divert material from landfill disposal.

4. Revenue

- xiv. Contractor shall pay University 50% of any revenue from the sale of recyclable and scrap metal collected for CSUSM Zero Waste efforts.
- xv. Revenue from recyclables and scrap metal material shall be paid quarterly. A summary report which includes copies of scale tickets, as requested, to verify rates and tonnage of recycled materials and scrap metal will be

submitted monthly. Net revenue from sale of recyclables and scrap metal material shall be divided evenly (50/50) at minimum between CSUSM and Contractor. A sample revenue monthly report is provided as Exhibit C.

- xvi. All payments shall be made out to California State University San Marcos and mailed to the following address:
C/O Juliana Goodlaw-Morris
California State University San Marcos
Administrative Building 4700
333 S. Twin Oaks Valley Road San Marcos, CA 92096

5. Mandatory Organic Waste Recycling Requirement

- xvii. AB 1826 requires businesses to recycle organic waste beginning April 2016. In addition, SB 1383 went into effect in January 2022. To comply, Contractor will provide support and services as follows:
1. Contractor shall provide 64-gallon totes, 2 and 3 cubic yarders as requested by university to meet campus needs and requirements. All food waste/organic compost bins shall be green in color and have full lids to completely cover contents and shall permit easy access. The bin and cover shall be high-density polyethylene and outfitted with locking bars as requested. Contractor shall transport unit contents to a fully permitted processing and/or composting facility:
 2. Contents may include but not limited to:
 - All post-consumer food waste and cuttings including meat, shells, bones, dairy, liquids, etc.
 - Small wood items (stirrers, picks, etc.)
 - Tea bags
 - Wax coated paper products.
 - Wood/Corn/potato starch cutlery
 3. Contractor shall communicate to CSUSM items that are acceptable and not acceptable for processing on an ongoing basis.

6. Landscape Waste and Green Waste Composting

- xviii. Contractor shall furnish one (1) green waste 40-yard bin (to be located in the Recycle Yard) and ensure and certify that 100% of the green waste shall be processed and composted to the maximum extent possible. Contractor shall service this bin on an "On Call" basis unless otherwise indicated or scheduled.
- xix. Contents of these bins shall be weighed and hauled to a fully permitted green waste/composting facility. The facility must be local to campus.
1. Contents will include:
 - Landscape green waste
 - Grass clippings, tree branches, sticks, leaves, etc.
- xx. Unless indicated otherwise, all locations shall be serviced by front load trucks. Contractor shall service this unit at the rates contained herein with all associated expenses. If Contractor is unable to provide this service, CSUSM reserves the right to seek services from another vendor or other third party to meet the organic waste recycling mandate (AB1826 and SB 1383).

7. Scheduling

- xxi. For locations noted above, pick-up shall be Monday thru Friday, between the hours of 7:00 am and 4:30 pm. twelve (12) months of the year except for standard California State observed holidays and University observed holidays.
- xxii. University reserves the option to change or discontinue service to certain areas for periods of time by providing at least a two (2) day verbal or written notification to the Contractor. Such change may be short term or continuing nature for special events, changes in enrollment, or University needs.
- xxiii. Contractor shall provide emergency service 24 hours/day at emergency quoted rates. Same day service can be provided with notice prior to noon at standard rates. If Contractor is not able to meet this requirement, next day

service shall be provided at standard pick up rate.

xxiv. Services shall also be available to the University Auxiliary Organization. The Auxiliary Organization is: CSUSM Corporation. CSUSM Corporation operates under the CSUSM contract, and all fees and services are managed under this contract.

xxv. The Agreement may be amended as service requirements dictate.

8. **Reporting and Documentation**

xxvi. During the summer and winter breaks, Contractor shall contact University representative two (2) weeks before for decreasing frequency pickups. Once summer and winter breaks are over, Contractor is responsible for increasing frequencies according to what has been establish prior to decreasing frequencies (when classes are in session).

xxvii. Contractor shall contact Zero Waste and Sustainability Specialist and FDM Administration regarding frequency changes according to the following schedule.

Table 1.

Month	Change frequency due to:
January	Winter Break Ends (late January)
March	Spring Break (mid to late march)
May	Commencement, Move Out, Summer Begins (mid-May)
August	Move In, Summer Ends (last week of Aug)
December	Winter Break Starts (mid-December)

xxviii. All reporting will be submitted electronically to the Zero Waste and Sustainability Specialist sustainability@csusm.edu, FDMoperations@csusm.edu and energy@csusm.edu. Reports shall be submitted on an ongoing basis throughout the contract in the format requested on Rider B.

xxix. CSUSM may request additional reporting depending on needs without incurring additional fees or cost.

xxx. Monthly report must be sent out by Contractor including building name, account number, frequency pick up, how many units, and unit size. This needs to be done for landfill, recycling, and organics. Report are as follows:

1. **Accounts and Frequency Documentation – Exhibit A:** The contractor shall provide a frequency schedule to the Zero Waste and Sustainability Specialist and FDM Administration before any frequency changes. This should occur at minimum five times per year, see Table 1.
2. **Monthly Waste Diversion Reporting - Exhibit B:** Diversion reports are to be issued within the first two (2) weeks of the following month, on a monthly basis at minimum. Report will outline all waste tonnage picked up from each site and identified recycling groups as a total tonnage generated, disposed, diverted, or recycled as well as organics. CSUSM has a goal of being Zero Waste by 2025. The best way the Contractor can assist us in achieving this goal is by providing accurate and real time waste data. Onboard scales should be used on all trucks that come and pick up CSUSM's waste.
3. **Recyclable Material Revenue- Exhibit C:** Revenue from recycled material shall be reported to the Zero Waste and Sustainability Specialist within the first two (2) weeks of the following month, on a monthly basis at a minimum. Report will outline by date, all weights, and revenues from the sale of recyclables. Revenue payments will be made on a standard quarterly basis and shall be sent to in c/o CSUSM Sustainability Department.
4. **Service Assessment – Exhibit D:** Within the first three (3) months of award, the Contractor shall provide the Zero Waste and Sustainability Specialist with an assessment and suggestions for the current waste infrastructure, including locations and material flow. This assessment will include but is not limited to a campus bin size evaluation, bin placement, potential for compactors, routing of trucks, etc. If additional bins are needed, they shall be provided at the standard rates. If there are excessive bins, they shall be removed, and billing

discontinued beginning the next billing cycle. If there is an excess in scheduled service, the schedule shall be adjusted according to need and billed at standard rates. A service assessment will be conducted annually to adjust service needs as the campus grows. This shall serve as the base line for pick up frequency during a typical week in the semester.

5. **Waste Characterization Study- Exhibit E:**

- a) Contractor shall perform a waste characterization study at the request of CSUSM no less than three (3) times on an annual basis between the months of September and May. The study will measure the success of the waste management program and identify recyclables and organics that are not currently being diverted from the landfill. The schedule and execution of characterization studies may be modified as mutually agreed upon by the Contractor and CSUSM.
- b) The study shall include study duration (minimum of one week during active semester), locations of Zero Waste and Sustainability Specialist's choosing, using CalRecycle waste sort protocols, or a protocol to be provided by the Zero Waste and Sustainability Specialist. Study shall be conducted using visual and/or physical inspection and shall identify material types, weights, percentage of each and respective diversion rates.
- c) Upon review of the study findings, Contractor will make recommendations to increase recycling rates, reduce contamination rates, and define which upstream items should be targeted for reduction. Contractor will actively search for sustainable, local preferred, markets for existing and new recycling/diversion opportunities not already provided by Contractor.
- d) Contractor will send a report summarizing findings and recommendations after each waste characterization. Contractor will actively work with Zero Waste & Sustainability Specialist and/or Custodial Manager on diverting materials.
 - i. Landfill Characterization study shall be completed in the last week of September annually.
 - ii. Recycling Characterization study shall be completed in the first week of February annually.
 - iii. Organics Characterization study shall be completed in the third week of April annually.

6. **Waste Flow Documentation – Exhibit F:** Contractor shall provide a list of all locations used for landfill, composting, transfer stations, material recovery facilities, and recycling stations including addresses and contact information. Contractor shall clearly identify and quantify any waste, including recycling material, exported out of state, to other countries or to tribal lands. Contractor shall be responsible for maintaining, updating, and providing this information to the Zero Waste and Sustainability Specialist on an annual basis.

7. **Truck Weight-Scale Calibration Report:** The Contractor will provide calibration reports to the University verifying the scale's accuracy per the manufacturer's suggested frequency. This should include the ability to aggregate the Front-End Loader (FEL) data and provide it to the University on the day following the pick-up/pull via an Excel-based report.

8. **MRF Facility Report:** All recycling materials collected from CSUSM shall be processed to ensure the greatest diversion possible, a report twice (2) annually will be produced that summarizes the market for recyclables with where items go after being sold by the Contractor, how often items are sold, and what markets are doing with recyclable materials. The Contractor will report to the Zero Waste & Sustainability Specialist any recyclable commodity that can no longer be diverted from the landfill and summarize whatever reason.

9. **Scope 3 GHG Inventory Report:** Emissions from campus waste hauling trucks and their routes from campus to the landfill, MRF, and composting facility, and other associated emissions produced by the Contractor that impact the University indirectly or directly. These emissions should be aligned with the EPA Scope 3 standards.

10. **Report Schedule:**

Report Type	Timeline
Accounts and Frequency Documentation, Exhibit A	At least 5 times a year, or upon changes
Monthly Waste Diversion Report, Exhibit B	Monthly
Recyclable Material Revenue, Exhibit C	Monthly

Service Assessment, Exhibit D	Annually, Schedule for September
Waste Characterization Study, Exhibit E	Three times a Year: September- Landfill, Recycle- February, Organics- April
Waste Flow Documentation, Exhibit F	Twice a Year: March and September
Truck Weight-Scale Calibration Reports	Annually, Schedule for September
MRF Facility Report	Twice annually, September and February
Scope 3 GHG Inventory Report	Annually (for 1st year, due in July, every year thereafter due in January for previous year)

xxxii. The Contractor shall provide the following at no additional charge:

a) **Education & Training**

1. Contractor shall provide training and education programs promoting the advancement of Zero Waste, including but not limited to organics, recycling, and information about where our waste goes to students, staff, and faculty. Program will be updated annually and issued in the Fall (September/October timeframe) to reinvigorate staff and faculty and introduce to the new student body.

b) **Event Educational Support**

1. Contractor shall provide a Coordinator to participate in campus events throughout the year. The coordinator may present our program or answer questions. Examples would include our annual Journey to Zero Waste Fair, tabling for Sustainability or Zero Waste events, speaking at trainings, campus events etc. CSUSM would provide minimally two (2) weeks' notice prior to event, participation should not exceed two (2) hours for each event, no more than four (4) events per year.

c) **Housing**

1. In partnership with our campus housing, Contractor shall provide a coordinator for no less than ten (10) hours during each CSUSM's move in (mid-August) and move-out (mid-May) periods. This does not include potential additional time for training of student volunteers and residential assistants in preparation for each event (maximum of 4 hours for each event). Coordinator will answer questions, ensure units are adequate and provide support as needed.

d) **E-waste**

1. Contractor is certified by CalRecycle to properly dispose of electronic waste (all electronic products). Collection of e-waste will be conducted on an as needed basis, as requested by Zero Waste and Sustainability Specialist. Any rebates provided for material will be returned to the University. University withholds the right to use another vendor for this service.

e) **Compactor**

1. Maintenance of University Owned Compactor at the USU and other locations as they are added to campus, as stated below:
 - a. Contractor will pick up the compactor within 24 hours of service request and return it immediately after emptying contents.
 - b. Labor Costs
 - i. For example, if a motor goes out, CSUSM would pay for the motor at cost (Contractor would purchase the motor and invoice CSUSM at cost for that motor part) then Contractor shall put the motor in at \$0 labor costs.
 - c. Free Repair Estimates
 - d. Parts at Contractor's Cost
 - e. Broken compactor wheels repaired at no cost.
 - f. Two (2) Free Compactor washouts per year at no charge (dates to be determined by CSUSM with one (1) weeks' notice)
 - g. Free upfront maintenance assessment that includes an onsite check of the compactor compaction ratio to make certain that the gate is set and working properly.

f) **Regular meetings with CSUSM representatives**

1. Contractor shall assign representative to attend Sustainability Advisory Committee (SAC) meetings which occur quarterly. Typically, these meetings are March, June, September, and December. In addition, Contractor shall meet quarterly with Zero Waste and Sustainability Specialist. Typically, these will be requested for January, April, July, and October.

g) **Right Sizing Opportunities**

1. Site visits by field representative to all the University's facilities for diversion efforts and right-sizing opportunities with a detailed follow-up report of recommendations. This will be completed within the first 60 days of entering into a new agreement and annually during the total contract length.

h) **Residence Halls**

1. As requested, provide residence halls interior trash bins with recycling and organics containers. This additional investment will increase diversion and enhance the University's Zero Waste goals.

i) **Roll off Boxes**

1. Provide up to six (6) 40 yarders of compost per year for landscaping projects. Closing the loop in the landscape organics recycling programs.

j) **Food Waste Containers**

1. If needed, provide dedicated food waste containers for prep areas in the University Student Union, McMahan House, Clarke Field House, and any other food prep area on campus or added to camps during the contract term.

k) **Zero Waste Recognition Program**

1. In addition to the rebate revenue, Contractor will invest \$2,000 annually to implement the award recognition program. Funds will be deposited annually in March to the Sustainability Program.

l) **Contractor's Public Education Room and Tours**

1. Contractor shall make their Public Education Room available for use & provide tours of their facility to promote recycling, source reduction, proper Household Hazardous Waste disposal and other items of interest. Contractor will also provide tours of the facility as requested by the University.

m) **Flexibility of Contract**

1. The scope of services outlined by CSUSM must be adaptable to allow for expansion of the trash disposal, recycling, and organics program. This could include but not be limited to increased/decreased quantity of units, increase/decrease in pick-up times, addition of solid waste items, etc., as mutually agreed upon by both CSUSM and the Contractor.

II. PAYMENT SCHEDULE

1. **Rates:** The price of the services included in the Agreement will not increase for the first twelve (12) month period of the Agreement. Contractor must provide the University with no less than sixty (60) days' prior written notification of proposed price increase, and no price increase will exceed five percent (5%).

Year	Not to Exceed
Execution of Contract – June 30, 2025	\$180,000.00
July 1, 2025, to June 30, 2026	\$180,000.00
July 1, 2026, to June 30, 2027	\$180,000.00
July 1, 2027, to June 30, 2028 (option year 1)	\$180,000.00
July 1, 2028, to June 30, 2029 (option year 2)	\$180,000.00
Contract Not to Exceed	\$900,000.00

2. **Invoices:** All invoices shall be submitted monthly, not more than 31 days in arrears. Original invoices will be emailed to the billing point of contact listed herein. Payment for invoices will not be issued without Monthly Diversion reporting (see Exhibit B).

Trash Bin Size	Service Frequency	Trash Rate per Month
*3 Cubic Yard Bin	1X Week	\$108.62
	2X Week	\$196.41
	3X Week	\$284.27
	4X Week	\$406.27
	5X Week	\$458.75
	6X Week	\$546.59
*5 Cubic Yard Bin	1X Week	\$162.50
	2X Week	\$301.33
	3X Week	\$434.35
	4X Week	\$567.32
	5X Week	\$700.20
	6X Week	\$832.03
*6 Cubic Yard Bin	1X Week	\$195.03
	2X Week	\$361.60
	3X Week	\$521.75
	4X Week	\$680.78
	5X Week	\$830.50
	6X Week	\$998.42

*Rates are per month for indicated days per week of service

ON CALL TRASH COLLECTION FEE		
Bin Size	Service Frequency	Trash Rate Per Pick Up
3 Cubic Yard Bin	On Call	\$41.22
5 Cubic Yard Bin	On Call	\$61.02
3 Cubic Yard Compactor	On Call	\$123.73
4 Cubic Yard Compactor	On Call	\$189.63

ON CALL -ORGANICS COLLECTION FEE		
Bin Size	Service Frequency	Trash Rate Per Pick Up
65 GAL	On Call	\$33.28
2 Cubic Yard Bin	On Call	\$77.85

TEMPORARY BIN-TRASH COLLECTION FEE		
Bin Size	Service Frequency	Trash Rate Per Pick Up
3 Cubic Yard Bin	7 Days	\$146.62
5 Cubic Yard Bin	7 Days	\$248.85

ROLL OFF RATES (FOR TRASH, GREEN WASTE, CDI)	
Fee Type	Roll-off Rates

Roll-Off Boxes Standard	Delivery Fee	No fee
	Per Load	\$229.56
	Tip Fees	+Current DSF rates
	Demurrage	No fee

*Contractor shall provide current disposal site fee (DSF) rates as requested by CSUSM

ROLL OFF RATES (TEMPORARY TRASH FOR SPECIAL EVENTS)		
Fee Type		Roll-off Rates
Roll-Off Boxes Standard	Delivery Fee	No fee
	Per Load	\$229.56
	Tip Fees	+Current DSF rates
	Demurrage	No fee

*Contractor shall provide current disposal site fee (DSF) rates as requested by CSUSM

RECYCLE-COMMERCIAL BIN RATES		
Bin Size	Service Frequency	Recycle Rate per Month
*3/5/6 Cubic Yard Bin	1X Week	\$44.90
	2X Week	\$62.82
	3X Week	\$89.75
	4X Week	\$116.68
	5X Week	\$134.65
	6X Week	\$179.55

*Commingle Recycle Rates are per month for indicated days per week of service

ON CALL RECYCLE COLLECTION FEE		
Bin Size	Service Frequency	Recycle Rate Per Pick
3 Cubic Yard Bin	On Call	\$29.91
5 Cubic Yard Bin	On Call	\$29.91

TEMPORARY BIN RECYCLE COLLECTION FEE		
Bin Size	Service Frequency	Recycle Rate Per T-Bin
3 Cubic Yard Bin	7 Days	\$90.02
5 Cubic Yard Bin	7 Days	\$147.92

ROLL OFF RATES (FOR CLEAN CARDBOARD/METAL)	
Fee Type	Proposed Roll-Off Rates
Roll-Off Boxes Standard 40 Per Haul	\$218.63
Demurrage	No Fee

ROLL OFF RATES (TEMPORARY RECYCLE FOR SPECIAL EVENTS)	
Fee Type	Proposed Roll-Off Rates
Roll-Off Boxes Standard 40 Per Haul	\$218.63
Demurrage	No Fee

ORGANIC- COMMERCIAL BIN RATES		
Bin Size	Service Frequency	Organic Recycle Rate/Mo
65 GAL	1 X Week	\$83.20

*2/3 Cubic Yard Bin	1X Week	\$194.63
	2X Week	\$389.25
	3X Week	\$583.88

*Organic Recycle Rates are per month for indicated days per week of service

ADDITIONAL ORGANIC BIN- COMMERCIAL BIN RATES		
Bin Size	Service Frequency	Organic Recycle Rate/Mo
ADDITIONAL *2/3 Cubic Yard Bin	1X Week	\$184.89
	2X Week	\$369.91
	3X Week	\$554.68

End of Rider A

Rider B – Exhibits A-F

ACCOUNTS AND FREQUENCY DOCUMENTATION

Updated 3/1/24

Service Schedule Starting On:

Regular Schedule	Account #	Trash				Recycling				Organic			
		units	size	service per week	service days	units	size	service per week	service days	units	size	service per week	service days
Arts Building	866015	1	3	1	F	1	3	1	F	1	65 GAL	1	FRI
Central Plant	898034	1	3	1	F	1	3	1	M	1	65 GAL	1	FRI
Dome Loading Dock	709001	2	5	5	M-F	2	5	5	M-F	1	2YD	1	FRI
Kellogg Library	866967	1	5	2	T,F	1	5	2	W,F	1	65GAL	1	FRI
Markstein	916182	1	3	3	M,W,F	1	5	3	M,W,F	1	65 GAL	1	FRI
McMahan House	965930	1	3	1	F	1	3	1	F	2	65 GAL	1	
Police Station	986955	1	3	1	F	1	3	1	F	1	65 GAL	1	FRI
Recycle Yard	956335	1	5	4	M,W,TH,F	1	6	3	M,W,F				
Recycle Yard	956335	1	3	0	ON CALL	1	3	3	M,W,F	1	2YD	1	FRI
Science II	951548	1	3	3	M,W,F	1	3	3	M,W,F	1	65 GAL	1	FRI
SBSB	989767	1	3	3	M,W,F	1	3	3	M,W,F	1	65 GAL	1	FRI
Sports Arena	26422	1	3	3	M,W,F	1	3	3	M,W,F	1	65 GAL	"ON HOLD"	FRI
SHCSB	33800	1	3	1	F	1	3	1	F	1	65 GAL	1	FRI
Track & Field	26429	1	3	1	F	1	3	1	F	1	65 GAL	"ON HOLD"	FRI
University Hall	702296	1	3	5	M-F	1	5	5	M-F	1	65 GAL	1	FRI
USB	709004	1	5	3	M,W,F	1	6	3	M,W,F	1	65 GAL	1	FRI
set by occupants:													
USU	24455	1	3	0	ONCALL	2	3	5	M-F	1	2YD	1	FRI
UVA	88276	2	5	5	M-F	1	5	5	M-F				
UVA	88276	1	3	5	M-F	2	4	5	M-F	1	65 GAL	1	FRI
On Call		Trash				Recycling				Organic/recycling			
		units	Size	-	-	units	size	-	-	units	size	-	-
Central Plant	155075												
USU Trash Compactor	143452	1	40										
CDI-(USB)	847622					1	40						
Green waste (Rec Yard)	964598									2	40		
Metal (USB)	847622					1	40						
Trash (Rec Yard)	962260	1	40										
Concrete (USB)	847622					1	14						
Trash (USB)	852763	1	40										

For 40 yard exchanges & removals call the customer service line – 760-744-2700

mgomez@edcodispo+A3:F38sal.com for new services and deliveries.

Rider B – Exhibits A-F

MONTHLY DIVERSION REPORT

REPORT PERIOD: [Month] [Year]
 06/2018 Benchmarks (This should be updated once EDCO starts using scales)
 CSUSM generated the following waste streams:

Scheduled	Account	Area
Arts Building	866015	1
Central Plant	898034	3
Dome Loading Dock	709001	5
Kellogg Library	866967	6
Markstein	916182	7
McMahan House	965930	8
Police Station	986955	9
Recycle Yard	956335	10
Recycle Yard	956335	10
Science II (eff 6/1/20)	951548	11
SBSB	989767	12
Sports Arena	026422	14
SHCSB	033800	13
Track & Field	026429	15
University Hall	702296	16
USB	709004	17
USU	024455	18
UVA (eff 4/6/20)	088276	19
UVA: (eff 4/6/20)	88276	19
ON-CALL		
CDI-(USB)	847622	17
Green Waste (Rec Yard)	964598	10
Metal (USB)	847622	17
Trash (Rec Yard)	962260	10
Concrete (USB)	847622	17
Trash (USB)	852763	17
UVA	89755	19
USU Compactor	143452	18
TOTAL		

Trash			
units	size	service per week	Tons
1	3	1	
1	3	1	
2	5	5	
1	5	2	
1	3	3	
1	3	1	
1	3	1	
1	5	4	
1	3	ON CALL	
1	3	3	
1	3	3	
1	3	3	
1	3	1	
1	3	1	
1	3	5	
1	5	3	
1	3	ON CALL	
2	5	5	
1	3	5	
TOTAL			
Trash			

Recycling				ORGANICS			
units	size	service per week	Tons	units	size	service per week	Tons
1	3	1		x	x	x	x
1	3	1		x	x	x	x
2	5	5		x	x	x	x
1	5	2		x	x	x	x
1	5	3		x	x	x	x
1	3	1		x	x	x	x
1	3	1		x	x	x	x
1	6	3		x	x	x	x
1	3	3		1	3	1	x
1	3	3		x	x	x	x
1	3	3		x	x	x	x
1	3	3		x	x	x	x
1	3	1		x	x	x	x
1	3	1		x	x	x	x
1	5	5		x	x	x	x
1	6	3		x	x	x	x
2	3	5		1	3	1	x
2	5	5		x	x	x	x
1	4	5		x	x	x	x
TOTAL				Recycled			

Recycling			
units	size	service per week	Tons
1	40		
1	40		
1	14		
1	40		
TOTAL			
Recycled			

ORGANICS			
units	size	service per week	Tons
1	65 Gal	1	
1	65 Gal	1	
1	2	1	
1	65 Gal	1	
1	65 Gal	1	
2	65 Gal	1	
1	65 Gal	1	
1	2	1	
1	65 Gal	1	
1	65 Gal	1	
1	65 Gal	1	
1	65 Gal	1	
1	2	1	
1	65 Gal	1	
1	65 Gal	1	
1	2	1	
1	65 Gal	1	
TOTAL			
Organics			

ORGANICS			
units	size	service per week	Tons
1	40		
TOTAL			
Organics			

Rider B – Exhibits A-F

CSUSM Recyclable Material Revenue Monthly Report		
Month:	Gross Weight lbs.	
	Tare Weight lbs.	
Total Revenue: \$	Net Weight of materials lbs	

Comodity	Weight lbs.		Revenue
Recyclables	Total	0.00	
Aseptic Cartons / Tetrapak			
Tin cans			
Glass			
Plastics #1 PET Bottles / Containers			
Plastics #1 PET Thermoforms			
PET moisture			
HDPE # 2 Color Bottles / Containers			
HDPE # 2 Natural Bottles / Containers			
#2 Bulk Rigids			
Polypropylene #5 Bottles / Containers			
Aluminium Cans			
Mixed Metals/ Other Metal Materials			
Mixed Paper			
Cardboard			
Foam			
Additional categories must be added as needed			

Rider B – Exhibits A-F

SERVICE ASSESSMENT

ASSESSME [Month] [Year]

Scheduled	Account	Area
Arts Buildin	866015	1
Central Pla	898034	3
Dome Load	709001	5
Kellogg Lib	866967	6
Markstein	916182	7
McMahan	965930	8
Police Stat	986955	9
Recycle Ya	956335	10
Recycle Ya	956335	10
Science II	951548	11
SBSB	989767	12
Sports Area	026422	14
SHCSB	033800	13
Track & Fie	026429	15
University	702296	16
USB	709004	17
USU	024455	18
UVA	088276	19
UVA	88276	19

Auxiliaries		
CCF	035394	4

Total Bins

Current Trash		
units	size	service per week
1	3	1
1	3	1
2	5	5
1	5	2
1	3	3
1	3	1
1	3	1
1	5	4
1	3	ON CALL
1	3	3
1	3	3
1	3	3
1	3	1
1	3	1
1	3	5
1	5	3
1	3	ON CALL
2	5	5
1	3	5

1	40	
1	40	
1	40	
1	40	
1	40	

Proposed Trash		
units	size	service per week

Current Recycling		
units	size	service per week
1	3	1
1	3	1
2	5	5
1	5	2
1	5	3
1	3	1
1	3	1
1	6	3
1	3	3
1	3	3
1	3	3
1	3	1
1	3	1
1	5	5
1	6	3
2	3	5
2	5	5
1	4	5

1	40	
1	40	
1	14	
1	40	

Proposed Recycling		
units	size	service per week

Current Organics		
units	size	service per week
1	65 Gal	1
1	65 Gal	1
1	2	1
1	65 Gal	1
1	65 Gal	1
2	65 Gal	1
1	65 Gal	1
1	2	1
1	65 Gal	1
1	65 Gal	1
1	65 Gal	1
1	65 Gal	1
1	65 Gal	1
1	65 Gal	1
1	65 Gal	1

1	40	

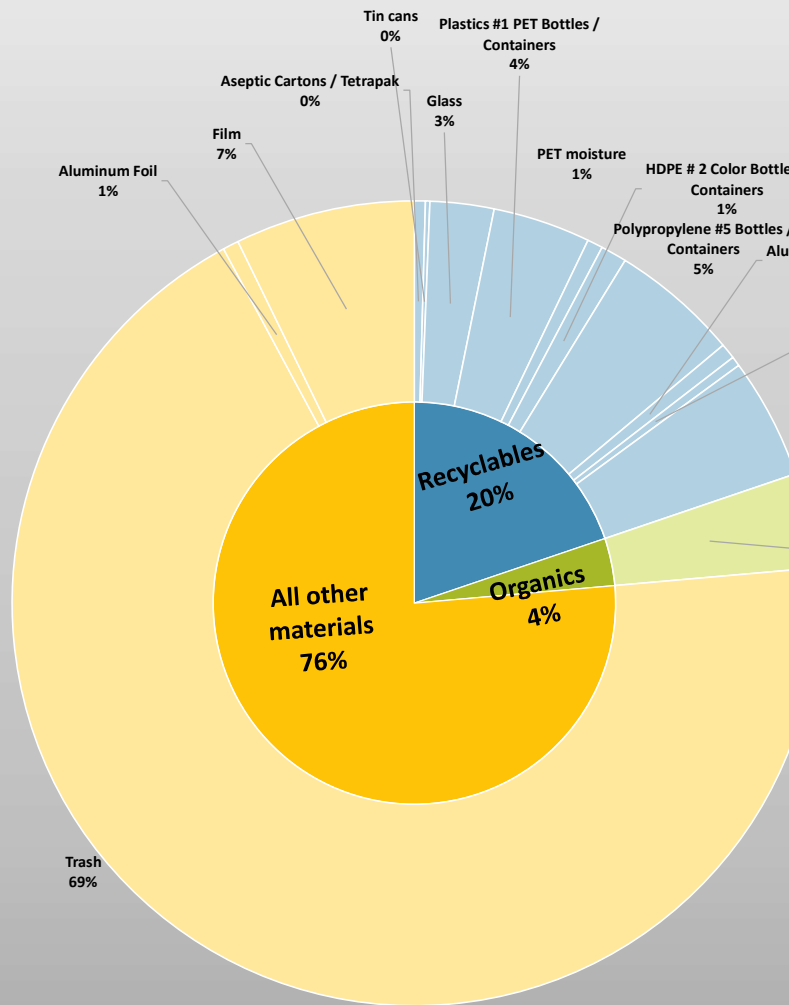
Proposed Organics		
units	size	service per week

Current Organics		
units	size	service per week
1	0.2	1

Current Organics		
units	size	service per week

CSUSM WASTE CHARACTERIZATION STUDY 2023		
12/11/2023	Gross Weight lbs.	13520
Locations:	Waste Stream:	
Start Time: 8:00am	Tare Weight lbs.	12480
End Time 9:15am	Net Weight of materials lbs	1040
Comodity	Weight lbs.	Percentage
Recyclables	205.80	19.79%
Aseptic Cartons / Tetrapak	4.60	0.44%
Tin cans	1.75	0.17%
Glass	26.80	2.58%
Plastics #1 PET Bottles / Containers	40.65	3.91%
Plastics #1 PET Thermoforms		
PET moisture	6.50	0.63%
HDPE # 2 Color Bottles / Containers	10.95	1.05%
HDPE # 2 Natural Bottles / Containers		
#2 Bulk Rigids		
Polypropylene #5 Bottles / Containers	53.55	5.15%
Aluminium Cans	6.50	0.63%
Mixed Metals/ Other Metal Materials		
Mixed Paper	4.00	0.38%
Cardboard	50.50	4.86%
Foam		
	0.00	0.00%
Organics	39.70	3.82%
Food waste	39.70	3.82%
Green Waste	0.00	0.00%
All other materials	794.50	76.39%
Trash	712.65	68.52%
Aluminum Foil	6.75	0.65%
Film	75.10	7.22%
Electronic waste	0.00	0.00%
Medical Waste	0.00	0.00%
Hazardous Waste	0.00	0.00%

CSUSM WASTE CHARACTERIZATION STUDY 2023



Rider B – Exhibits A-F

WASTE FLOW DOCUMENTATION

	Address:	Contact Info:	Final Destination (optional):
Landfill:			
Green Waste:			
Transfer Stations:			
Material Recovery Facilities:			
Recycling Stations:			
Other:			

CSU GENERAL PROVISIONS FOR SERVICE ACQUISITIONS

1. Commencement of Work

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

2. Contract Alterations & Integration

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

3. Severability

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

4. Independent Status

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

5. Governing Law

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

6. Contractor's Power and Authority

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

7. Assignments

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

8. Personnel

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

9. Waiver of Rights

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

10. Time

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

11. Entire Contract

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

CSU GENERAL PROVISIONS FOR SERVICE ACQUISITIONS

12. Appropriation of Funds

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

13. Cancellation

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

14. Termination for Default

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

15. Rights and Remedies of CSU for Default

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

16. Warranty

Contractor warrants that

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

17. Safety and Accident Prevention

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

18. Insurance Requirements

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

(a) Policies and Coverage.

- (1) The Contractor shall obtain and maintain the following policies and coverage:
 - (i) Comprehensive or Commercial Form General Liability Insurance, on an occurrence basis, covering Work done or to be done by or on behalf of the Contractor and providing insurance for bodily injury, personal injury, property damage, and contractual liability. The aggregate limit shall apply separately to the Work.
 - (ii) Business Automobile Liability Insurance on an occurrence basis, covering owned, hired, and non-owned

CSU GENERAL PROVISIONS FOR SERVICE ACQUISITIONS

automobiles used by or on behalf of the Contractor and providing insurance for bodily injury, property damage, and contractual liability. Such insurance shall include coverage for uninsured and underinsured motorists

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

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

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

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

(b) Verification of Coverage.

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

(c) Insurance Provisions.

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

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

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

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

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

(d) Amount of Insurance.

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

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

\$2,000,000 General Aggregate

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

(ii) Business Automobile Liability Insurance-Limits of Liability

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

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

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

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

\$10,000,000 General Aggregate

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

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

(a) MCS-90 endorsement

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

\$2,000,000 Each Occurrence

\$2,000,000 General Aggregate

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

With the Trustees' approval, the Contractor may delegate the responsibility to provide this additional coverage to its hazardous materials subcontractor. When the Contractor returns its signed project construction phase agreement to the Trustees, the Contractor shall also provide the Trustees with a letter stating that it is requiring its hazardous materials subcontractor to provide this additional coverage, if applicable. The Contractor shall affirm in this letter that the hazardous materials subcontractor's certificate of insurance shall also adhere to all CSU requirements. Further, this letter will provide that the subcontractor's certificate of insurance will be provided to the Trustees as soon as the Contractor fully executes its subcontract with the hazardous materials subcontractor, or within 30 Days of the Notice to Proceed, whichever is less.

CSU GENERAL PROVISIONS FOR SERVICE ACQUISITIONS

(e) Acceptability of Insurers.

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

(f) Subcontractor's Insurance.

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

(g) Miscellaneous.

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

19. General Indemnity

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

20. Invoices

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

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

21. Document Referencing

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

22. Use of Data

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

23. Confidentiality of Data

- (a) Contractor acknowledges the privacy rights of individuals to their personal information that are expressed in the Information Practices Act (California Civil Code Section 1798 et seq.) and in California Constitution Article 1, Section 1. Contractor shall maintain the privacy of personal information and protected data as confidential information. Contractor shall not use,

CSU GENERAL PROVISIONS FOR SERVICE ACQUISITIONS

disclose, or release confidential information contained in CSU records without full compliance with applicable state and federal privacy laws, and this Contract. Contractor further acknowledges and agrees to comply with Federal privacy laws, such as the Gramm-Leach-Bliley Act (Title 15, United States Code, Sections 6801(b) and 6805(b)(2)) applicable to financial transactions, and the Family Educational Rights and Privacy Act (Title 20, United States Code, Section 1232g) applicable to student education records and information from student education records. Contractor shall maintain the privacy of confidential information and shall be financially responsible for any notifications to affected persons (after prompt consultation with CSU) whose personal information is disclosed by any security breach relating to confidential information resulting from Contractor's or its personnel's acts or omissions. Further, If so requested by CSU, Contractor shall be administratively responsible for providing such notification in the most expedient time possible consistent with the methods prescribed in California Civil Code 1798.29g and 1798.82g.

- (b) Contractor further agrees that all financial, statistical, personal, technical and other data and information relating to CSU's operation designated "confidential" by CSU, and not otherwise subject to disclosure under the California Public Records Act, and made available to Contractor to perform this Contract or which become available to Contractor while performing this Contract, shall be protected by Contractor using the same level of care it takes to protect its own information of a similar nature, but in no event less than reasonable care. If required by a court of competent jurisdiction or an appropriate administrative body with legal authority to order the disclosure of confidential information or protected data, Contractor will notify CSU in writing prior to any such disclosure to give CSU an opportunity to oppose any such disclosure. Prior to any disclosure of confidential information as required by legal process, Contractor shall: (1) Notify CSU of any actual or threatened legal compulsion of disclosure, and any actual legal obligation of disclosure, immediately upon becoming so obligated; and
- (c) Contractor shall cooperate with any litigation or investigation proceedings concerning protected data loss or other breach of Contractor's obligations under this Contract. Any access, transmission, or storage of protected data outside the United States must be approved in writing by CSU in advance. Contractor's failure to comply with any provision of this Section shall constitute a material breach of the Contract.

24. Information Security Requirements

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

25. Patent, Copyright, and Trade Secret Indemnity

- (a) Contractor shall indemnify, defend, and hold harmless the State of California, Board of Trustees of the California State University, CSU, and their respective officers, agents, and employees (collectively referred to as CSU), from any and all third-party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement or violation of any Intellectual Property Right, domestic or foreign, by any product or service provided hereunder. With respect to claims arising from computer Hardware or Software manufactured by a third party and sold by Contractor as a reseller, Contractor will pass through to CSU, in addition to the foregoing provision, such indemnity rights as it receives from such third party ("Third-Party Obligation") and will cooperate in enforcing them; provided that if the third-party manufacturer fails to honor the Third-Party Obligation, Contractor will provide CSU with indemnity protection.
 - (i) CSU will notify Contractor of such claim in writing and tender its defense within a reasonable time; and
 - (ii) Contractor will control the defense of any action on such claim and all negotiations for its settlement or compromise, except when substantial principles of government or public law are involved, when litigation might create precedent affecting future CSU operations or liability, or when involvement of the CSU is otherwise mandated by law. In such case no settlement shall be entered into on behalf of CSU without CSU's written approval.
- (b) Contractor may be required to furnish CSU a bond against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.
- (c) Should the Deliverables or Software, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement or violation of a Intellectual Property Right, whether domestic or foreign, CSU shall permit Contractor at its option and expense either to procure for CSU the right to continue using the Deliverables or Software or to replace or modify the same so they become non-infringing, provided they comply with Contract and performance requirements and/or expectations. If neither option can reasonably be practicable or if the use of such Deliverables or Software by CSU shall be prevented by injunction, Contractor agrees to take back such Deliverables or Software and use its best effort to assist CSU in procuring substitute Deliverables or Software at Contractor's cost and expense. If, in the sole

CSU GENERAL PROVISIONS FOR SERVICE ACQUISITIONS

opinion of CSU, the return of such infringing Deliverables or Software makes the retention of other Deliverables or Software acquired from Contractor under this Contract impracticable, CSU shall then have the option of terminating this Contract, or applicable portions thereof, without penalty or termination charge. Contractor agrees to take back such Deliverables or Software and refund any sums CSU paid Contractor less any reasonable amount for use or damage.

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

26. Rights in Work Product

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

27. Examination and Audit

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

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

28. Dispute

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

29. Conflict of Interest

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

30. Follow-On Contracts

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

suggested, or otherwise deemed appropriate in the end product of the consulting services contract.

- (a) If Contractor or its affiliates provides Consulting and Direction, Contractor and its affiliates:
 - (i) shall not be awarded a subsequent Contract to supply the service or system, or any significant component thereof, that is used for, or in connection with, any subject of such Consulting and Direction; and
 - (ii) shall not act as consultant to any person or entity that does receive a Contract described in sub-section (i). This prohibition will continue for one (1) year after termination of this Contract or completion of the Consulting and Direction, whichever is later.
- (b) "Consulting and Direction" means services for which Contractor received compensation from CSU and includes:
 - (i) development of, or assistance in the development, of work statements, specifications, solicitations, or feasibility studies;
 - (ii) development or design of test requirements;
 - (iii) evaluation of test data;
 - (iv) direction of or evaluation of another Contractor;
 - (v) provision of formal recommendations regarding the acquisition of products or services; or
 - (vi) provisions of formal recommendations regarding any of the above. For purposes of this Section, "affiliates" are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.

CSU GENERAL PROVISIONS FOR SERVICE ACQUISITIONS

- (c) Except as prohibited by law, the restrictions of this Section will not apply:
 - (i) to follow-on advice given by vendors of commercial off-the-shelf products, including Software and Hardware, on the operation, integration, repair, or maintenance of such products after sale; or
 - (ii) where CSU has entered into a Contract for Software or services and the scope of work at the time of Contract execution expressly calls for future recommendations among the Contractor's own products.
- (d) The restrictions set forth in this Section are in addition to conflict of interest restrictions imposed on public Contractors by California law ("Conflict Laws"). In the event of any inconsistency, such Conflict Laws override the provisions of this Section, even if enacted after execution of this Contract.

31. Endorsement

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

32. Covenant Against Gratuities

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

33. Nondiscrimination

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

34. Compliance with NLRB Orders

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

35. Drug-Free Workplace Certification

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

- (a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations
- (b) Establish a Drug-Free Awareness Program to inform employees about all of the following:
 - (i) the dangers of drug abuse in the workplace;
 - (ii) the person's or organization's policy of maintaining a drug-free workplace;
 - (iii) any available counseling, rehabilitation and employee assistance programs; and,
 - (iv) penalties that may be imposed upon employees for drug abuse violations.
- (c) Provide that every employee who works on the proposed or resulting Contract:
 - (i) will receive a copy of the company's drug-free policy statement; and,
 - (ii) will agree to abide by the terms of the company's statement as a condition of employment on the Contract. Note: Authority Cited: Government Code Section 8350-8357

CSU GENERAL PROVISIONS FOR SERVICE ACQUISITIONS

36. Forced, Convict, Indentured and Child Labor

By accepting a contract with CSU, Contractor:

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

37. Recycled Content Certification

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

38. Child Support Compliance Act

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

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

39. Americans With Disabilities Act (ADA)

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

40. Debarment and Suspension

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

41. Expatriate Corporations

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

42. Citizenship and Public Benefits

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

43. Loss Leader

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

CSU GENERAL PROVISIONS FOR SERVICE ACQUISITIONS

44. DVBE and Small Business Participation

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

45. Contractor's Staff

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

46. Force Majeure

(a) Neither Party shall be liable for any failure to perform its obligations under this Contract for the period of time that it is prevented, hindered, or delayed in performing those obligations by circumstances beyond its control, including, but not limited to, fire, strike, war, riots, acts of terrorism, disaster, acts of God, acts of any governmental authority, communicable disease outbreak, epidemic or pandemic, unavailability or shortages of labor, materials, or equipment, disruption of transportation, or any other comparable event beyond the control of the Party whose performance is affected (each, a "Force Majeure Event").

(b) The Party claiming Force Majeure shall, as soon as reasonably practicable after the occurrence of a Force Majeure Event, provide written notice to the other Party of the nature, extent, and expected duration of the Force Majeure Event and use its diligent efforts to mitigate the effects of the Force Majeure Event upon such Party's performance under this Contract, it being understood that upon completion of the Force Majeure Event, the Party whose performance was affected must, as soon as reasonably practicable, recommence the performance of its obligations under this Contract.

(c) Notwithstanding any other term in this Contract, including, but not limited to, the foregoing subsections of this section, during the period of a Force Majeure Event affecting performance by Contractor, CSU may elect to do all or any of the following:

- (i) suspend the Contract for the duration of the Force Majeure Event and be relieved of any payment obligation for goods or services not delivered or accepted due to the Force Majeure Event;
- (ii) obtain elsewhere the goods or services not delivered or accepted due to the Force Majeure Event;
- (iii) extend the time for Contractor's performance by a period equal to the duration of the Force Majeure Event; and/or
- (iv) terminate the Contract as to any goods or services not already received with no further financial obligation if the Force Majeure Event continues to exist for more than thirty (30) days.

47. COVID-19

In the event that CSU considers it necessary or prudent to cancel this Contract due to circumstances related to COVID-19, or to any reoccurrence of the COVID-19 outbreak, CSU may do so and be relieved of any further financial obligation, risk, or other liability by providing seventy-two (72) hours prior written notice of cancellation to Contractor. CSU's right to cancel the Contract pursuant to this section shall not be limited or restricted in any manner by any other term or section of this Contract.

48. Material Change of Circumstances

The terms of this Contract are based on conditions in existence on the date that Contractor commences performance. In the event of a material change in the conditions that adversely affects the ability of Contractor to perform its obligations, Contractor shall reasonably cooperate with CSU to minimize the impact from such change in conditions on Contractor's performance and shall, if requested by CSU, negotiate in good faith to adjust the terms of this Contract on a mutually agreeable basis to address the impact of such material change in conditions. This provision shall not limit CSU's ability to avail itself of any rights or remedies provided to CSU by law, equity or any other term of this Contract.

49. Entertainment Event Certification

If the Contract calls for Contractor to set up, operate, or tear down a live event at a "public events venue," as defined in Part 14 of Division 5 of the California Labor Code to include any California State University campus or facility and/or any California State University auxiliary organization-run facility that hosts live events, Contractor hereby certifies the following:

CSU GENERAL PROVISIONS FOR SERVICE ACQUISITIONS

- (a) Any employee of Contractor and any employee of its subcontractors who is involved in the setting up, operation, or tearing down of a live event at a CSU or CSU auxiliary public events venue has completed the Cal/OSHA-10 training (which shall refer to a 10-hour course offered by a training provider that is authorized by an OSHA Training Institute Education Center to provide the course), the OSHA-10/General Entertainment Safety training (which shall refer to the United States Department of Labor's Occupational Safety and Health Administration's 10-hour course on workplace health and safety specific to the entertainment and exhibition industries), or the OSHA-10 training as applicable to the employee's occupation.
- (b) That at least one of the statements contained in subsections (1) or (2) immediately below is true and correct for Contractor's employees and any of its subcontractors' employees:
 - (1) Heads of departments and leads have completed the Cal/OSHA-30 training (which shall refer to a 30-hour course offered by a training provider that is authorized by an OSHA Training Institute Education Center to provide the course); the OSHA-30/General Entertainment Safety training (which shall refer to the United States Department of Labor's Occupational Safety and Health Administration's 30-hour course on workplace health and safety specific to the entertainment and exhibition industries); or the OSHA-30 training, and that heads of departments and leads are certified through the Entertainment Technician Certification Program (as defined in the Labor Code) relevant to the task or tasks they are supervising or performing, or another certification program, as specified by the Division of Occupational Safety and Health.
 - (2) Contractor's employees and its subcontractors' employees meet the conditions for a skilled and trained workforce, as required under the California Labor Code and defined in Section 2601 of the Public Contract Code.
- (c) Contractor hereby certifies that it has verified the training completion and certification requirements of all employees, and any subcontractor's employees, who will work on the setting up, operation, or tearing down of the live event that is the subject of this Contract.

50. CSUSM Workplace Violence Prevention Plan Certification

As a material term of this Contract, an employer with employees ("Contractor") present on University Property or engaged in University business, as defined in CSUSM's Workplace Violence Prevention Plan (WVPP), certifies that they have reviewed and will comply with CSUSM's WVPP located at https://www.csusm.edu/fas/documents/workplace_violence_prevention_plan.pdf, including the obligation to ensure that all employees are provided the required training; ensure that employees are informed about how to report violent incidents, threats, or other workplace violence concerns; and ensure that workplace violence incidents involving any employee are reported, investigated, and recorded (California Labor Code Sections 6401.7 and 6401.9).

ATTACHMENT A

Supplemental Federal Procurement Provisions for Emergency Contracts

The following federally required contract terms shall be binding on the Parties in the event that this Contract constitutes an emergency purchase, to the degree that they are applicable to this Contract and legally required for CSU to secure public assistance and reimbursement pursuant to federal regulations and the Federal Emergency Management Agency ("FEMA") or any other related Federal funding in relation to this Contract. In the event of any conflict between the terms in this Attachment A and any other term(s) of this Contract, the terms in this Attachment A shall prevail to the degree that they are applicable and legally required for the CSU to secure FEMA public assistance and reimbursement.

(2 C.F.R. § 200.326; 2 C.F.R., Part 200, Appendix II)

1. REMEDIES FOR CONTRACTOR'S BREACH (all contracts in excess of \$250,000)

- a. In the event any deliverables furnished or services provided by Contractor in the performance of this Contract should fail to conform to the requirements herein, or to the sample submitted by Contractor, CSU may reject the same, and it shall thereupon become Contractor's duty to forthwith reclaim and remove all nonconforming deliverables and correct the performance of services, without expense to the CSU, and to immediately replace all such rejected items with others conforming to the specifications or samples. Should Contractor fail, neglect, or refuse to do so, CSU shall thereupon have the right, but not the obligation, to purchase in the open market, in lieu thereof, a corresponding quantity of any such items or services and to deduct the cost of such cover from any moneys due or that may thereafter become due to Contractor.
- b. In the event Contractor fails to make prompt delivery of any item or service as specified in the Contract, the same conditions as to CSU's right, but not obligation, to purchase in the open market and receive reimbursement from Contractor, as set forth in (a) above shall apply.
- c. If the CSU terminates this Contract, either in whole or in part, for Contractor's default or breach, Contractor shall compensate CSU, in addition to any other remedy CSU may have available to it, for any loss or damage sustained and cost incurred by the CSU in procuring any items or services that Contractor agreed to supply.
- d. CSU's rights and remedies provided in this Section 1 (Remedies for Contractor's Breach) shall not be exclusive and shall be in addition to any other rights and remedies provided by law, equity, or this Contract.

2. TERMINATION FOR CAUSE OR CONVENIENCE

- a. *Termination for Convenience.* CSU has the right to terminate this Contract at any time and without future financial obligation upon thirty (30) days written notice to Contractor.
- b. *Termination for Cause.* CSU may terminate the Contract and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants contained in this Agreement at the time and in the manner provided in the Agreement. In the event of such termination, the CSU may proceed with the work in any manner deemed proper by the CSU. The cost to the CSU shall be deducted from any sum due the Contractor under the Contract, and the balance, if any, shall be paid the Contractor upon demand.

3. CLEAN AIR ACT (all contracts and subcontracts in excess \$150,000, including indefinite quantities where the amount is expected to exceed \$150,000 in any year)

- a. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*
- b. Contractor agrees to report each violation to the CSU and understands and agrees that the CSU will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

4. **FEDERAL WATER POLLUTION CONTROL ACT** (all contracts and subcontracts in excess \$150,000, including indefinite quantities where the amount is expected to exceed \$150,000 in any year)
- a. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.*
 - b. Contractor agrees to report each violation to the CSU and understands and agrees that the CSU will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - c. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
5. **DEBARMENT AND SUSPENSION**
- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by CSU. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to CSU, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
6. **PROCUREMENT OF RECOVERED MATERIALS** (all contracts for work involving the use of materials)
- a. In the performance of this Contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 2. Meeting contract performance requirements; or
 - 3. At a reasonable price.
 - b. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.
 - c. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."
7. **ACCESS TO RECORDS**

The following access to records requirements applies to this Contract:

- a. Contractor agrees to provide CSU, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- c. Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.
- d. In compliance with the Disaster Recovery Act of 2018, the CSU and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

8. DEPARTMENT OF HOMELAND SECURITY (DHS) SEAL, LOGO, AND FLAGS

Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

9. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Contract. Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

10. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.

11. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Contract

12. EQUAL EMPLOYMENT OPPORTUNITY

If the Agreement is for "Construction Work," defined as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services, the following provision shall apply.

During the performance of this Contract, Contractor agrees as follows:

- a. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint

or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- d. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- i. CSU further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.
- j. CSU agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
- k. CSU further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, CSU agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance

has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

13. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

If the Agreement is for an amount in excess of \$100,000 and involves the employment of mechanics or laborers (e.g., a contract for construction services), the following provision shall apply.

- a. *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- c. *Withholding for unpaid wages and liquidated damages.* CSU shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- d. *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

14. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended)

- a. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.
- b. If the Agreement is for an amount in excess of \$100,000, Contractor must sign and submit to CSU the certification set forth in Attachment B:

ATTACHMENT B (EMERGENCY CONTRACTS)
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

CSU Contractor Number

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date