DRAFT AGREEMENT FOR RFP

Stanford University

DISCARDED MATERIALS COLLECTION SERVICES

DRAFT AGREEMENT

BETWEEN

STANFORD UNIVERSITY

AND

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Table of Contents

[ARTICLE 1. Definitions 1](#_Toc88179806)

[ARTICLE 2. OBLIGATIONS OF PARTIES 11](#_Toc88179807)

[2.1 Obligations of Stanford 11](#_Toc88179808)

[2.2 Obligations of Both Parties 11](#_Toc88179809)

[ARTICLE 3. TERM OF AGREEMENT 11](#_Toc88179810)

[3.1 Term and Option to Extend 11](#_Toc88179811)

[3.2 Conditions to Effectiveness of Agreement 12](#_Toc88179812)

[ARTICLE 4. SCOPE OF AGREEMENT 12](#_Toc88179813)

[4.1 Summary Scope of Services 12](#_Toc88179814)

[4.2 Limitations to Scope 14](#_Toc88179815)

[4.3 Services to be Performed Prior to the Commencement Date 15](#_Toc88179816)

[4.4 Use of Approved Facilities 15](#_Toc88179817)

[4.5 Grant of Exclusive Rights 15](#_Toc88179818)

[4.6 Subcontracting 16](#_Toc88179819)

[4.7 Responsibility for Materials 16](#_Toc88179820)

[4.8 Stanford-Directed Change in Scope 16](#_Toc88179821)

[4.9 Stanford’s Right to Perform Service 17](#_Toc88179822)

[ARTICLE 5. SCOPE OF SERVICES – Base Services 18](#_Toc88179823)

[5.1 Recyclable Materials 19](#_Toc88179824)

[5.2 Organic Materials 21](#_Toc88179825)

[5.3 Solid Waste 24](#_Toc88179826)

[5.4 On-Call Bulky Item/Reusable Materials Collection 26](#_Toc88179827)

[5.5. Construction and Demolition Debris Collection 26](#_Toc88179828)

[5.6. Abandoned Waste Collection 26](#_Toc88179829)

[5.7. Faculty and Staff Housing Special Services 27](#_Toc88179830)

[5.8. Student Move-In and Move-Out Special Services 27](#_Toc88179831)

[5.9 Public Education and Outreach 27](#_Toc88179832)

[5.10 Service Level and Route Audit 29](#_Toc88179833)

[5.11 Billing 30](#_Toc88179834)

[5.12 Customer Service Program 30](#_Toc88179835)

[5.13 Information Available Upon Request 32](#_Toc88179836)

[5.14 Contractor’s Transition Plan 32](#_Toc88179837)

[5.15 Transition of Services to Next Contractor 33](#_Toc88179838)

[5.16 Contractor Service Waivers 33](#_Toc88179839)

[5.17 Cooperation with Stanford 33](#_Toc88179840)

[5.18 Contingency Plan 34](#_Toc88179841)

[5.19 Special Service Requirements for SLAC 34](#_Toc88179842)

[ARTICLE 6. SCOPE OF SERVICES – Additional Services 34](#_Toc88179843)

[6.1 Events Services 35](#_Toc88179844)

[6.2 Horse Manure Collection 35](#_Toc88179845)

[6.3 Finished Compost Product Delivery and Giveaway Events 35](#_Toc88179846)

[6.4 Special Material Handling 36](#_Toc88179847)

[6.5 Wood Chip Service 36](#_Toc88179848)

[6.6 Stanford Recycling Drop Off Center 36](#_Toc88179849)

[6.7 Street Sweeping Services 36](#_Toc88179850)

[6.8 Public Receptacle Service 37](#_Toc88179851)

[6.9 Waste Characterization Study 37](#_Toc88179852)

[6.10 Surface Cleaning of Waste Enclosures 37](#_Toc88179853)

[6.11 Dynamic Routing 37](#_Toc88179854)

[6.12 Contamination and Container Capacity Monitoring 38](#_Toc88179855)

[ARTICLE 7. STANDARD OF PERFORMANCE 39](#_Toc88179856)

[7.1 General 39](#_Toc88179857)

[7.2 Operating Hours and Schedules 39](#_Toc88179858)

[7.3 Collection Standards 39](#_Toc88179859)

[7.4 Vehicle Requirements 40](#_Toc88179860)

[7.5 Container Requirements 41](#_Toc88179861)

[7.6 Personnel 44](#_Toc88179862)

[7.7 Hazardous Waste and Contamination Inspection and Handling 47](#_Toc88179863)

[7.8 Stanford Contract Manager 49](#_Toc88179864)

[ARTICLE 8. RECORD KEEPING AND REPORTING 50](#_Toc88179865)

[8.1 Recordkeeping and Inspection Authority 50](#_Toc88179866)

[8.2 Report Format and Submittal 51](#_Toc88179867)

[8.3 Real-Time Reports 52](#_Toc88179868)

[8.4 Monthly Reports 52](#_Toc88179869)

[8.5 Quarterly Reports 54](#_Toc88179870)

[8.6 Annual and Mid-Year Reports 54](#_Toc88179871)

[8.7 Waste Minimization Plan 56](#_Toc88179872)

[8.8 Implementation Report 57](#_Toc88179873)

[8.9 Other Reports 57](#_Toc88179874)

[ARTICLE 9. CONTRACTOR'S COMPENSATION AND RATE SETTING 57](#_Toc88179875)

[9.1 General 57](#_Toc88179876)

[9.2 Compensation for Achieving Performance Targets 61](#_Toc88179877)

[ARTICLE 10. Insurance 61](#_Toc88179878)

[ARTICLE 11. Indemnification and Performance Bond 62](#_Toc88179879)

[11.1 Indemnity 62](#_Toc88179880)

[11.2 Infringement 62](#_Toc88179881)

[11.3 Performance Bond 62](#_Toc88179882)

[11.4 Negligence and Contractor Liability 62](#_Toc88179883)

[ARTICLE 12. DEFAULT AND REMEDIES 63](#_Toc88179884)

[12.1 Events of Default 63](#_Toc88179885)

[12.2 Contractor’s Right to Cure Upon Event of Default 64](#_Toc88179886)

[12.3 Stanford’s Remedies in the Event of Default 65](#_Toc88179887)

[12.4 Conditions Upon Termination 65](#_Toc88179888)

[12.5 Stanford's Remedies Cumulative; Specific Performance 66](#_Toc88179889)

[12.6 Liquidated Damages 66](#_Toc88179890)

[12.7 Excuse From Performance 69](#_Toc88179891)

[12.8 Right to Demand Assurances of Performance 69](#_Toc88179892)

[ARTICLE 13. REPRESENTATIONS AND WARRANTIES OF THE PARTIES 70](#_Toc88179893)

[13.1 Contractor’s Corporate Status. 70](#_Toc88179894)

[13.2 Contractor’s Corporate Authorization. 70](#_Toc88179895)

[13.3 Agreement Will Not Cause Breach. 70](#_Toc88179896)

[13.4 No Litigation. 70](#_Toc88179897)

[13.5 No Adverse Judicial Decisions. 70](#_Toc88179898)

[13.6 Ability to Perform. 71](#_Toc88179899)

[13.7 Contractor's Statements. 71](#_Toc88179900)

[13.8 Contractor's Investigation. 71](#_Toc88179901)

[13.9 Conflict of Interest 71](#_Toc88179902)

[ARTICLE 14. OTHER AGREEMENTS OF THE PARTIES 71](#_Toc88179903)

[14.1 Relationship of Parties 71](#_Toc88179904)

[14.2 Compliance with Law, Permits, and Licenses 71](#_Toc88179905)

[14.3 Law 72](#_Toc88179906)

[14.5 Binding on Successors 72](#_Toc88179907)

[14.6 Assignment 72](#_Toc88179908)

[14.7 No Third Party Beneficiaries 74](#_Toc88179909)

[14.8 Waiver 74](#_Toc88179910)

[14.9 Notice Procedures 74](#_Toc88179911)

[14.10 Representatives of the Parties 75](#_Toc88179912)

[14.11 Data 75](#_Toc88179913)

[14.12 Use of Stanford Trademarks 76](#_Toc88179914)

[14.13 Time of Essence 76](#_Toc88179915)

[ARTICLE 15. ENVIRONMENTAL HEALTH AND SAFETY 77](#_Toc88179916)

[15.1 Asbestos 77](#_Toc88179917)

[15.2 Proposition 65 Notice 77](#_Toc88179918)

[15.3 Water Discharge Management 77](#_Toc88179919)

[Article 16. Stanford Contract Administration fee 77](#_Toc88179920)

[16.1 Stanford Fee 77](#_Toc88179921)

[16.2 Fee Payment 78](#_Toc88179922)

[ARTICLE 17. MISCELLANEOUS AGREEMENTS 78](#_Toc88179923)

[17.1 Entire Agreement 78](#_Toc88179924)

[17.2 Section Headings 78](#_Toc88179925)

[17.3 References to Laws 78](#_Toc88179926)

[17.4 Amendments 78](#_Toc88179927)

[17.5 Complete Agreement and Severability 79](#_Toc88179928)

[17.6 Counterparts 79](#_Toc88179929)

[17.7 Exhibits 79](#_Toc88179930)

[17.8 Survivorship 79](#_Toc88179931)

[17.9 Construction and Interpretation 79](#_Toc88179932)

List of Exhibits

A. Stormwater Discharge Requirements

B. Contractor Rates

C. Service Area Map

D. Special Service Requirements for SLAC National Laboratory

E. Contractor’s Proposal

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Stanford university
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aGREEMENT
between
Stanford
and
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

THIS AGREEMENT is made and entered into effective \_\_\_\_\_\_\_\_, by and between The Board of Trustees of the Leland Stanford Junior University, a body having corporate powers under the laws of the State of California hereinafter referred to as “Stanford” and {Company}, hereinafter referred to as “Contractor,” whose principal place of business is {Address}, {City}, {State} {Zip}.

This Agreement is made in light and consideration of the following circumstances: Contractor is engaged in providing Discarded Materials Collection Services to the public and desires to provide such “Services” to Stanford.

NOW THEREFORE, Contractor does hereby agree to provide Services to Stanford as requested from time to time, and Stanford does hereby agree to pay Contractor upon satisfactory completion of the Services. The rights and duties of the parties shall be subject to and shall be governed by the terms and conditions of this Agreement.

# ARTICLE 1. Definitions

For purposes of this Agreement, unless a different meaning is clearly required, the following words and phrases shall have the following meanings respectively ascribed to them by this Exhibit and shall be capitalized throughout this Agreement:

**“AB 341”** means the California Jobs and Recycling Act of 2011 (Chapter 476, Statutes of 2011 [Chesbro, AB 341]), also commonly referred to as “AB 341”, as amended, supplemented, superseded, and replaced from time to time.

**“AB 939”** means the California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code), also commonly referred to as "AB 939," as amended, supplemented, superseded, and replaced from time to time.

**“AB 1826”** means the Organic Waste Recycling Act of 2014 (Chapter 727, Statutes of 2014 modifying Division 30 of the California Public Resources Code), also commonly referred to as "AB 1826," as amended, supplemented, superseded, and replaced from time to time.

**“Affiliate”** means all businesses (including corporations, limited and general partnerships and sole proprietorships) which are directly or indirectly related to Contractor by virtue of direct or indirect Ownership interest or common management. They shall be deemed to be "Affiliated with" Contractor and included within the term "Affiliates" as used herein. An Affiliate shall include: (i) a business in which Contractor has a direct or indirect Ownership interest, (ii) a business, which has a direct or indirect Ownership interest in Contractor and/or (iii) a business, which is also Owned, controlled or managed by any business or individual which has a direct or indirect Ownership interest in Contractor. For the purposes of this definition, “Ownership” means ownership as defined in the constructive ownership provisions of Section 318(a) of the Internal Revenue Code of 1986, as in effect on the date here, provided that ten percent (10%) shall be substituted for fifty percent (50%) in Section 318(a)(2)(C) and in Section 318(a)(3)(C) thereof; and Section 318(a)(5)(C) shall be disregarded. For purposes of determining ownership under this paragraph and constructive or indirect ownership under Section 318(a), ownership interest of less than ten percent (10%) shall be disregarded and percentage interests shall be determined on the basis of the percentage of voting interest of value which the ownership interest represents.

**“Agreement”** means this Agreement between Stanford and Contractor, including all exhibits, and any future amendments hereto.

**“Alternative Daily Cover (ADC)**” means CalRecycle-approved materials other than soil used as a temporary overlay on an exposed Landfill face. Generally, these materials must be Processed so that they do not allow gaps in the face surface, which would provide breeding grounds for insects and vermin.

**“Alternative Intermediate Cover (AIC)**” means CalRecycle-approved materials other than soil used at a Landfill on all surfaces of the fill where no additional Refuse will be deposited within one hundred eighty (180) days. Generally, these materials must be Processed so that they do not allow gaps in the face surface, which would provide breeding grounds for insects and vermin.

**“Applicable Law”** means all Federal, State, and local laws, controlling case authority, regulations, rules, orders, judgments, decrees, permits, approvals, or other requirement of any governmental agency having jurisdiction over the Collection, Transportation, Processing, or Disposal of Solid Waste, Recyclable Materials, or Organic Materials that are in force on the Effective Date and as they may be enacted, issued or amended during the Term of this Agreement.

{Note to Proposers: This draft Agreement includes definitions for “Approved” Facilities, which will be updated based on the Contractor’s proposal and negotiations.}

**“Approved Bulky Item Processing Facility”** means the \_\_\_\_\_\_\_\_ Facility, located at \_\_\_\_\_\_\_, which was selected by Contractor and approved by Stanford Contract Manager. {Note to Proposers: This use of this definition will depend on the agreed-upon services described in Section 4.4.C.}

**“Approved C&D Processing Facility”** means the \_\_\_\_\_\_\_\_ Facility, located at \_\_\_\_\_\_\_, which was selected by Contractor and approved by Stanford Contract Manager.

**“Approved Disposal Facility”** means the \_\_\_\_\_\_\_\_ Facility, located at \_\_\_\_\_\_\_, which was selected by Contractor and approved by Stanford Contract Manager.

**“Approved Facility(ies)”** means any one of or any combination of the: Approved Transfer Facility; Approved Organic Materials Processing Facility; Approved Recyclable Materials Processing Facility(ies); Approved Bulky Item Processing Facility; and/or the Approved Disposal Facility.

**“Approved Organic Materials Processing Facility”** means the \_\_\_\_\_\_\_\_ Facility, located at \_\_\_\_\_\_\_, which was selected by Contractor and approved by Stanford Contract Manager.

**“Approved Processing Facility(ies)”** means any one of or any combination of the Approved Organic Materials Processing Facility; Approved Recyclable Materials Processing Facility; and/or Approved Bulky Item Processing Facility.

**"Approved Recyclable Materials Processing Facility”** means the \_\_\_\_\_\_\_\_ Facility, located at \_\_\_\_\_\_\_, which was selected by Contractor and approved by Stanford Contract Manager.

**“Approved Transfer Facility”** means the \_\_\_\_\_\_\_\_ Facility, located at \_\_\_\_\_\_\_, which was selected by Contractor and approved by Stanford Contract Manager.

**“Bin”** means a Container with capacity of approximately one (1) to eight (8) cubic yards, with a hinged lid, and with wheels (where appropriate), that is serviced by a front end-loading Collection vehicle.

**“Board of Trustees”** means the governing board of Leland Stanford Junior University.

**“Bulky Item”** {Note to Proposers: definition to be updated based on final negotiated Agreement} means discarded appliances (including refrigerators), furniture, wood pallets, tires, mattresses, E-Waste, bundled and tied Yard Trimmings and/or wood waste, and similar large items which can be handled by two (2) people, weigh no more than two hundred (200) pounds, and require special Collection due to their size or nature, but can be Collected without the assistance of special loading equipment (such as forklifts or cranes) and without violating vehicle load limits. Bulky Items must be generated by the Customer and at the service address wherein the Bulky Items are Collected. Bulky Items do not include abandoned automobiles, large auto parts, trees, Construction and Demolition Debris, or items herein defined as Excluded Waste.

**“Business Days”** mean days during which Stanford offices are open to do business with the public.

**“California Code of Regulations”** or **“CCR”** means the State of California Code of Regulations. CCR references in this Agreement are preceded with a number that refers to the relevant Title of the CCR (e.g., “14 CCR” refers to Title 14 of the California Code of Regulations).

**“CalRecycle”** means California's Department of Resources Recycling and Recovery, and any governmental body which succeeds to its duties and powers under Applicable Law.

**“Cart”** means a plastic Container with a hinged lid and wheels that is serviced by an automated or semi-automated Collection vehicle. A Cart has capacity of 32, 64 or 96 gallons (or similar volumes).

**“Change in Law”** means any of the following events or conditions that has a material and adverse effect on the performance by the Parties of their respective obligations under this Agreement (except for payment obligations):

A. The enactment, adoption, promulgation, issuance, modification, or written change in administrative or judicial interpretation of any Applicable Law on or after the Effective Date; or,

B. The order or judgment of any governmental body, on or after the Effective Date, to the extent such order or judgment is not the result of willful or negligent action, error or omission or lack of reasonable diligence of Stanford or of the Contractor, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error or omission or lack of reasonable diligence.

**“Collect” or “Collection”** (or any variation thereof)means the act of removing Solid Waste, Recyclable Materials, Organic Materials, C&D, Bulky Items or other material from the place of generation in Stanford.

**“Commencement Date”** means the date specified in Section 3.1 when Collection, Transportation, Processing, and all other services required by this Agreement shall be provided.

**“Commercial Edible Food Generator”** means Tier One Commercial Edible Food Generators and/or Tier Two Commercial Edible Food Generators, or as otherwise defined in 14 CCR Section 18982. For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators, or as otherwise specified by 14 CCR Section 18982.

**"Compactor"** means a mechanical apparatus that compresses materials and/or the Container that holds the compressed materials. Compactors include Bin Compactors of any size serviced by front­loading Collection vehicles and Drop Box Compactors of any size serviced by Drop Box Collection vehicles. Compactors shall have the capability to track the usage of multiple users and Contractor shall be capable of billing each user independently based on their use of the Compactor.

**“Compost Product”** means the product resulting from the controlled biological decomposition of Organic Wastes that are Source Separated from the municipal Solid Waste stream, or which are separated at a centralized Facility; or as otherwise defined in 14 CCR Section 17896.2(a)(4).

**“Compostable Plastic”** means plastic materials that meet the ASTM D6400 standard for Compostability, including but not limited to plastic materials certified as compostable by the Biodegradable Products Institute (BPI) and/or Compost Manufacturing Alliance (CMA).

**“Compostable Plastic Bags”** means bags made of Compostable Plastic that are used by Generators to contain Organic Materials, such as Food Waste, prior to placing the bagged materials in the Organic Materials Container for Collection. Compostable Plastic Bags must be labeled as “Compostable” and certified by the Biodegradable Products Institute (BPI).

**“Composting” or “Compost”** (or any variation thereof) means a controlled biological decomposition of Organic Materials yielding a safe and nuisance free Compost Product.

**“Construction and Demolition Debris” or “C&D”** includes discarded building materials, packaging, debris, rocks, soils, and rubble resulting from construction, alteration, remodeling, repair, or demolition operations on any pavements, excavation projects, houses, Commercial buildings, or other structures, excluding Excluded Waste. Construction and Demolition Debris excludes large quantities of dirt requiring an end dump or trailer vehicle to transport.

**“Container(s)”** mean Carts, Bins, Compactors, and Drop Boxes.

**“Contractor”** means {insert selected proposer’s name} and its officers, directors, employees, agents, companies, and Subcontractors to whom by virtue of this Agreement has been granted a contract for the services described herein.

**“Contractor’s Compensation”** means the monetary compensation received by Contractor in return for providing services in accordance with this Agreement as described in Article 8 of this Agreement.

**"Contractor's Proposal"** means the proposal submitted by Contractor and received on \_\_\_\_\_\_\_\_ by Stanford in response to Stanford’s 2021 Request for Proposals for Discarded Materials Collection Services and Programs in the Service Area and certain supplemental written materials incorporated by reference.

**“Customer”** means the Person to whom Contactor submits billing invoices and Collects payment from for Collection services provided to a Premises. The Customer may be the Occupant or Owner of the Premises, provided that the Owner of the Premises shall be responsible for payment of Collection services if an Occupant of a Premises, which is identified as the Customer of Owner's Premises, fails to make such payment.

**“Designated Waste”** means non-Hazardous Waste which may pose special Disposal problems because of its potential to contaminate the environment and which may be Disposed of only in Class II Disposal Facilities or Class III Disposal Facilities pursuant to a variance issued by the California Department of Health Services. Designated Waste consists of those substances classified as Designated Waste by the State, in Section 13173 of the California Water Code as it may be amended from time to time.

**“Discarded Materials”** means Recyclable Materials, Organic Materials, and Solid Waste placed by a Generator in a Container and/or at a location for the purposes of Collection by Contractor, excluding Excluded Waste.

**“Disposal or Dispose** (or any variation thereof)**”** means the final disposition of Solid Waste at a Landfill or other permitted Disposal Facility.

“**Diversion” or** “**Divert”** (or any variation thereof) means to prevent Recyclables and Organic Waste from Disposal at Landfill or transformation Facilities, (including Facilities using incineration, pyrolysis, distillation, gasification, or biological conversion methods) through source reduction, reuse, Recycling, and Composting, as provided in Public Resources Code Section 41780-41786 of AB 939, as AB 939 may be hereafter amended or superseded. Diversion is a broad concept that is to be inclusive of material handling and Processing changes that may occur over the Term including, but not limited to, changes in standard industry practice or implementation of innovative (but not necessarily fully proven) techniques or technology that reduce Disposal risk, decrease costs and/or are for other reasons deemed desirable by Stanford. {Note to Proposer: This definition accounts for updates in AB 939 diversion definition from AB 881 passed in 2021.}

**“Drop Box”** means an open-top Container with a capacity of six (6) to fifty (50) cubic yards that is serviced by a roll-off Collection vehicle.

**“Edible Food”** means food intended for human consumption. For the purposes of this Agreement, Edible Food is not considered Solid Waste if it is recovered and not discarded. Nothing in this Agreement requires or authorizes the recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code. If the definition in 14 CCR Section 18982(a)(18) for Edible Food differs from this definition, the definition in 14 CCR Section 18982(a)(18) shall apply to this Agreement.

**“Effective Date”** means the date on which the latter of the two Parties signs this Agreement.

**“Emergency”** means an unforeseen combination of circumstances or the resulting state that calls for immediate action.

**“Excluded Waste”** means waste or other materials that the Landfill may not receive under their Solid Waste Facility and/or Conditional Use Permits, including: Hazardous Substances, Hazardous Waste, Infectious Waste, Designated Waste, volatile, corrosive, biomedical, infectious, biohazardous, and toxic substances or material, waste that Contractor reasonably believes would, as a result of or upon Disposal, be a violation of local, State or Federal law, regulation or ordinance, including land use restrictions or conditions, waste that cannot be Disposed of in Class III Landfills, waste that in Contractor’s reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose Contractor or Stanford to potential Liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Residential Refuse after implementation of programs for the safe Collection, Recycling, treatment, and Disposal of materials such as batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code.

**“E-Waste”** means discarded electronic equipment including, but not limited to, televisions, computer monitors, central processing units (CPUs), laptop and tablet computers, computer peripherals (including external hard drives, keyboards, scanners, and mice), printers, copiers, facsimile machines, radios, stereos, stereo speakers, VCRs, DVDs, camcorders, microwaves, telephones, cellular telephones, and other electronic devices. Some E-Waste or components thereof may be Hazardous Waste or include Hazardous Substances and thus require special handling, Processing, or Disposal.

**“Facility”** or **“Facilities”** means any plant, site, or operation used for the purpose of handling Discarded Materials or other Solid Waste, including, but not limited to, Disposal, Transfer, Recycling, Composting, and Processing Facilities or operations.

**“Federal”** means belonging to or pertaining to the national government of the United States; or founded on or organized under the constitution of the United States.

**“Food Recovery”** means actions to Collect and distribute food for human consumption that otherwise would be Disposed; or as otherwise defined in 14 CCR Section 18982(a)(24).

**“Food Recovery Organization”** means an entity that engages in the Collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities, including, but not limited to:

A. A food bank as defined in Section 113783 of the Health and Safety Code;

B. A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,

C. A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this Agreement.

**“Food Recovery Service”** means a Person or entity that Collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery; or as otherwise defined in 14 CCR Section 18982(a)(26).

**“Food Scraps”** means those Discarded Materials that will decompose and/or putrefy, including all kitchen and table food waste, and animal, vegetable, fruit, grain, or dairy waste that is generated during or results from the storage, preparation, cooking or handling of food stuffs. Food Scraps is a subset of Organic Materials.

**“Food-Soiled Paper”** means Compostable paper material that has come in contact with Food Scraps or liquid, including, but not limited to: Compostable paper plates, paper coffee cups, napkins, paper towels, and pizza boxes. Food-Soiled Paper is a subset of Organic Materials

**“Generator”** means any Person whose act or process produces Discarded Materials, or whose act first causes Discarded Materials to become subject to regulation.

**"Gross Rate Revenue"** means the actual monies remitted to Contractor by Customers as determined in accordance with Generally Accepted Accounting Principles.

**“Gross Receipts”** shall mean total cash receipts collected from Customers by the Contractor for the provision of services pursuant to this Agreement. Gross Receipts do not include revenues from the sale of Recyclable Materials or Organic Materials.

**“Hazardous Waste”** includes any waste material or mixture of wastes as defined in Section 25117 of the California Health and Safety Code and under various Federal, State, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, relating to, or imposing Liability or standards of conduct concerning any hazardous substance, together with any amendments of or regulations promulgated under such laws, and any other Federal, State, or local law, statute, ordinance, or regulation in effect prior to the Commencement Date or later enacted that pertains to occupational health or industrial hygiene, or the regulation or protection of the environment, including ambient air, soil, soil vapor, groundwater, surface water, or land use.

**“Holidays”** means New Year's Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

**“Infectious Waste”** includes: (i) equipment, instruments, utensils, and other fomites (any object that may harbor or transmit pathogenic organisms) of a Disposable nature from the rooms of patients who are suspected to have or have been diagnosed as having a communicable disease and must, therefore, be isolated as required by public health agencies; (ii) laboratory wastes, including pathological specimens (i.e., all tissues, specimens of blood elements, excreta and secretions obtained from patients or laboratory animals) and Disposable fomites attendant thereto; (iii) surgical operating room pathological specimens, including recognizable anatomical parts, human tissue, anatomical human remains and Disposable materials from hospitals, clinics, outpatient areas and Emergency rooms or any other Medical Waste Generator as defined in California Health and Safety Code Section 117705; and, (iv) substances or matter that are defined as "infectious waste" under the California Code of Regulations.

**“Landfill”** means a “Solid Waste Landfill” defined by Public Resources Code 40195.1.

**“Liability”** or **"Liabilities"** means all liabilities, including:

A. Actions;

B. Awards, judgments and damages, both: (i) actual damages, whether special and consequential, in contract or in tort, such as natural resource damages, damage for injury to or death of any Person; and damage to property; and (ii) punitive damages;

C. Contribution or indemnity claimed by Persons other than the Parties;

D. Injuries, losses, debts, liens, liabilities;

E. Costs, such a response remediation and removal costs;

F. Interest;

G. Fines, charges, penalties, forfeitures; and

H. Expenses such as attorneys' (including Stanford's staff attorneys and outside attorneys) and expert witness fees, expenditures for investigation and remediation, and costs incurred in connection with defending against any of the foregoing or in enforcing Indemnities.

**"Litter"** means any quantity of Discarded Materials which is not placed in a Container or location permitted by this Agreement for Collection, including Discarded Materials that spill from collection vehicles.

**“Liquidated Damages”** means the amounts due by Contractor to Stanford for failure to meet specific quantifiable standards of performance as described in Section 10.6 of this Agreement.

**“Occupant”** means the Person who occupies a Premises.

**“Organic Materials”** means those Discarded Materials that will decompose and/or putrefy and that Stanford permits, directs, and/or requires Generators to separate from Solid Waste and Recyclable Materials for Collection in specially designated Containers for Organic Materials Collection. Organic Materials include Yard Trimmings, Food Scraps, and Food-Soiled Paper. Organic Materials is a subset of Organic Waste. No Discarded Material shall be considered to be Organic Materials, however, unless such material is separated from Solid Waste and Recyclable Materials.

**“Organic Waste”** means wastes containing material originated from living organisms and their metabolic waste products including, but not limited to, food, green waste, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges, or as otherwise defined in 14 CCR Section 18982(a)(46).

**“Owner”** means the Person holding legal title to the land or building.

**“Party” or “Parties”** means Stanford and Contractor, individually or together.

**“Person(s)”** means any individual, firm, association, organization, partnership, corporation, business trust, joint venture, or public entity such as the United States, the State of California, the County, or special purpose districts.

**“Premises”** means any land or building in Stanford where Solid Waste, Recyclable Materials, or Organic Materials are generated or accumulated.

**“Process” or “Processing”** (or any variation thereof) means to prepare, treat, or convert through some special method, including, but not limited to, baling, crushing, shredding, chipping, grinding, extracting, Composting, mechanical or hand classification and any other method of handling Recyclable Materials or Organic Materials by the Contractor at the Approved Facility(ies).

**“Processing Facility”** means any plant or site used for the purpose of sorting, cleansing, treating or reconstituting Recyclable Materials for the purpose of making such material available for Recycling or reuse, or the Facility for the Processing and/or Composting of Organic Materials.

**“Prohibited Container Contaminants”** means the following: (i) Discarded Materials placed in the Recyclable Materials Container that are not identified as acceptable Recyclable Materials for Stanford’s Collection program; (ii) Discarded Materials placed in the Organic Materials Container that are not identified as acceptable Organic Materials for Stanford’s Collection program; (iii) Discarded Materials placed in the Solid Waste Container that are acceptable Recyclable Materials and/or Organic Materials to be placed in the Recyclable Materials or Organic Materials Containers or otherwise managed under Stanford’s Collection program; and, (iv) Excluded Waste placed in any Container.

**“Rate”** means the maximum amount, expressed as a dollar unit, approved by Stanford that the Contractor may bill a Customer for providing services under this Agreement.

**"Rate Period"** means a twelve- (12) month period, commencing September 1 and concluding August 31 for which Rates are calculated.

**“Rate Period One”** means the twelve- (12) month period, commencing September 1, 2023 and concluding August 31, 2024, for which the initial rates for this Agreement were calculated, as provided in Exhibit B.

**“Recyclable Materials” or “Recyclables”** means those Discarded Materials that the Contractor directs, and/or requires Generators to set out in Recyclable Materials Containers for Collection for the purpose of Recycling. No Discarded Materials may be considered Recyclable Materials unless such material is separated from Solid Waste and Organic Materials.

**“Recycle” or “Recycling”** (or any variation thereof) means the process of sorting, cleansing, treating, and reconstituting at a Processing Facility materials that would otherwise be Disposed of at a Landfill for the purpose of returning such materials to the economy in the form of raw materials for new, reused, or reconstituted products.

**“Residential”** means of, from, or pertaining to any property, Premises, or place on which is constructed one or more buildings or other structures including structures containing any number of Residential Dwelling Units.

**“Residue” or “Residual”** (or any variation thereof) means materials remaining after delivery to and Processing at the Approved Processing Facility(ies), if any, thereof that require Disposal rather than Recycling due to either the lack of markets for materials or the inability of the Approved Processing Facility(ies) to capture and recover the materials. Residue does not include Recyclable Materials and/or Organic Materials recovered at the Approved Processing Facility(ies).

**“SB 1383”** means the Short-Lived Climate Pollutants Act of 2016 (an act to add Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and to add Chapter 13.1 [commencing with Section 42652] to Part 3 of Division 30 of the Public Resources Code, relating to methane emissions), also commonly referred to as "SB 1383," as amended, supplemented, superseded, and replaced from time to time. For the purposes of this Agreement, SB 1383 specifically refers to the Short-Lived Climate Pollutants (SLCP): Organic Waste Reductions regulations, rather than the statute as a whole, developed by CalRecycle and adopted on November 3, 2020 that created Chapter 12 of 14 CCR, Division 7 and amended portions of regulations of 14 CCR and 27 CCR.

**“Self-Hauler”** or **“Self-Haul”** (or any variation thereof) means a Person who hauls Solid Waste, recovered material, or any other material, to another Person, or as otherwise defined in 14 CCR Section 18982(a)(66). Self-Hauler also includes a Person who back-hauls waste, as defined in 14 CCR Section 18982(a)(66)(A).

**“Service Area”** means the area within Stanford University that the Contractor is responsible for Discarded Materials Collection services and programs, which as of the Effective Date of this Agreement, includes the area depicted in Exhibit C, which is subject to change over the course of the Agreement in accordance with Section 3.8.

**“Service Level**” refers to the number and size of a Customer’s Container(s) by material type, and the frequency of Collection service.

**“Solid Waste”** means Solid Waste as defined in California Public Resources Code, Division 30, Part 1, Chapter 2, §40191 and regulations promulgated hereunder. Excluded from the definition of Solid Waste are Excluded Waste, C&D, Source Separated Recyclable Materials, Source Separated Organic Materials, and radioactive waste. Notwithstanding any provision to the contrary, Solid Waste may include de minimis volumes or concentrations of waste of a type and amount normally found in Residential Solid Waste after implementation of programs for the safe Collection, Recycling, treatment, and Disposal of Household Hazardous Waste in compliance with Section 41500 and 41802 of the California Public Resources Code as may be amended from time to time. Solid Waste includes salvageable materials only when such materials are included for Collection in a Solid Waste Container not Source Separated from Solid Waste at the site of generation.

**"Source Separated"** means the segregation, by the Generator, of materials designated for separate Collection for some form of Recycling, Composting, recovery, or reuse.

**“Stanford”** means Leland Stanford Junior University. Unless otherwise specified in this Agreement, any action authorized or required by Stanford may be taken by Stanford Council or by its designated agent. For the purposes of Indemnities, "Stanford" includes its officers, employees, agents, contractors, attorneys, administrators, affiliates, representatives, servants, insurers, heirs, assigns and any successor or successors to Stanford's interests.

**“Stanford Contract Manager”** means Stanford’s [*insert title*] or equivalent, who is responsible for the administrative management of this Agreement, or their designee. {Note to Proposers: Detail to be added by Stanford upon determination of proper entity, prior to finalization of the Agreement.}

**“State”** means the State of California.

**“Subcontractor”** means a party who has entered into a contract with the Contractor for the performance of an act that is necessary for the Contractor's fulfillment of its obligations under this Agreement such as, but not limited to, Collection, Transportation, Processing, Diversion, sales or marketing of Recyclable Materials or Organic Materials, staffing, public education, Customer service, and billing.

**“Term”** means the Term of this Agreement, including extension periods if granted, as provided for in Article 2.

**“Tip Fee”** or **“Tipping Fee”** means the per-Ton fee Contractor pays the Owner or operator of an Approved Facility for Processing or Disposal of Discarded Materials Collected by the Contractor.

**“Ton” or “Tonnage”** means a unit of measure for weight equivalent to two thousand (2,000) standard pounds where each pound contains sixteen (16) ounces.

**“Transfer”** means the act of transferring the materials Collected by Contractor in Route vehicles into larger vehicles for Transport to other Facilities for the purpose of Processing or Disposing of such materials.

**“Transport” or “Transportation”** (or any variation thereof)means the act of conveying the materials Collected in Stanford to the Approved Facilities for the purpose of Transferring, Processing, or Disposing of such materials.

**“Waste Minimization Plan”** means the plan prepared by the Contractor and submitted to Stanford in accordance with Section 8.7.

**“Working Days”** means days on which the Contractor is required to provide regularly scheduled Collection services under this Agreement.

**"Yard Trimmings"** means those Discarded Materials that will decompose and/or putrefy, including, but not limited to, green trimmings, grass, weeds, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees, small pieces of unpainted and untreated wood, and other related types of Organic Waste. Yard Trimmings are a subset of Organic Materials. Yard Trimmings include Holiday trees that may be placed in Bins from time to time.

# ARTICLE 2. OBLIGATIONS OF PARTIES

## 2.1 Obligations of Stanford

To the extent deemed necessary by Stanford during the period of the Agreement and while Contractor is performing Services hereunder, Stanford shall cooperate with the Contractor, and permit access to pertinent information and locations, and provide necessary scheduling, technical information, and electronic data files, as required to efficiently perform the Services under this Agreement.

## 2.2 Obligations of Both Parties

In addition to the specific performance required under the Agreement, Stanford and Contractor shall:

A. Use their reasonable Commercial efforts to enforce the exclusiveness of the Agreement by the Contractor’s identification and documentation of violations of the Agreement and Stanford’s notification of Customers, Generators, and Collection companies reasonably believed to be violating the exclusive rights of the Contractor regarding the terms of this Agreement;

B. Provide timely notice to one another of a perceived failure to perform any obligations under this Agreement and access to information demonstrating the Party’s performance or failure to perform;

C. Provide timely access to Stanford’s Contract Manager and the Contractor’s designated representative, and complete and timely responses to requests of the other Party; and,

D. Provide timely notice of matters which may affect either Party’s ability to perform under the Agreement.

# ARTICLE 3. TERM OF AGREEMENT

## 3.1 Term and Option to Extend

A. Commencement Date. The Commencement Date of this Agreement shall be September 1, 2023, and shall be the date Contractor commences the provision of Collection, Transportation, Processing, and Disposal services described by this Agreement. During the time between the Effective Date and the Commencement Date, Contractor shall perform any and all activities necessary to commence services on the Commencement Date and report such activities in accordance with Section 6.6.

**B. Term.** The Term of this Agreement shall be eight (8) years and shall end at midnight August 31, 2031, unless extended by Stanford in accordance with Section 2.1.C below or terminated pursuant to Article 10.

**C. Option to Extend.** Stanford, at its sole discretion, shall have the option to extend this Agreement, one or more times for a total extension period of up to thirty-six (36) months after August 31, 2031, or to August 31, 2034, in periods of at least six (6) months each, pursuant to the terms and conditions of this Agreement. If Stanford elects to exercise the option, it shall give written notice of its election, specifying the number of months by which it elects to extend the Term, to Contractor, not less than one hundred eighty (180) calendar days prior to the initial expiration date or extended termination date of this Agreement. In any extension period, all terms and conditions of this Agreement shall be extended without further negotiation of the Parties.

## 3.2 Conditions to Effectiveness of Agreement

The effectiveness of this Agreement is subject to Contractor's satisfaction of each and all of the conditions set forth below, which may be waived in whole or in part by Stanford.

**A. Accuracy of Representations.** The Contractor’s representations and warranties made in Article 11 of this Agreement are true and correct on and as of the Effective Date.

**B. Furnishings of Insurance and Other Required Documentation.** Contractor has furnished evidence of the insurance required by Article 10, performance bond required by Article 11, and all other documentation that is required according to this Agreement prior to the Effective Date that is satisfactory to Stanford.

**C.** **Absence of Litigation**. There is no litigation pending on the Effective Date in any court challenging the award or execution of this Agreement or seeking to restrain or enjoin its performance.

**D. Effectiveness of Stanford Central Procurement Office Action.** The Central Procurement office of Leland Stanford Junior University shall have taken action approving this Agreement, or authorizing Stanford Contract Manager or their designee to approve this Agreement, and all Parties shall have signed the Agreement pursuant to Applicable Law prior to or on the Effective Date, provided that no restraining order of any kind has been issued.

# ARTICLE 4. SCOPE OF AGREEMENT

## 4.1 Summary Scope of Services

Subject to Section 4.2, the Agreement granted to Contractor shall be exclusive for Collection, Processing, and/or Disposal of the following materials within the Service Area:

A. Aluminum cans, aluminum foil, metal cans, paper, paper packaging, and cardboard that are recycled by the selected contractor,

B. Construction and Demolition Debris,

C. Organic Materials, and

D. Solid Waste that cannot be diverted from landfill by the selected contractor or an alternative entity identified by Stanford.

Contractor shall be responsible for the following services, and all other services described in further detail throughout this Agreement: {Note to proposers: This Section is currently limited to Base Services, and will be updated with Alternative Services selected by Stanford.}

A. Providing a three-Container Collection program for the separate Collection of Recyclable Materials, Organic Materials, and Solid Waste generated by and placed for Collection by all Customers, in accordance with the requirements of Article 5.

B. Offering and providing additional Collection services such as, but not limited to C&D Collection and Bulky Item Collection to any and all Customers requesting such service from the Contractor, in accordance with Article 5.

C. Providing Collection services and related programs in conformity with this Agreement

D. Transporting Collected materials to the appropriate Approved Facilities, in accordance with the requirements of Article 5.

E. Processing and marketing Recyclable Materials and Organic Materials Collected in the Stanford Service Area by Contractor, in accordance with the requirements of Article 5.

F. Billing Customers for Collection services at Rates established by this Agreement and collecting payment from Customers.

G. Providing Customer service staff to assist Customers with complaints, requests, or modifications to Collection service, billing questions, or other Customer needs, in accordance with Article 4.

H. Providing Containers that comply with the functional standards, and color and labeling requirements of SB 1383 and Section 7.5; and, cleaning and maintaining such Containers in accordance with Section 7.5.

I. Providing public education and outreach in accordance with Section 5.8.

J. Preparing and implementing a Waste Minimization Plan in accordance with Section 8.7.

K. Maintaining accurate records at all times and submitting reports in accordance with Article 8.

L. Furnishing all labor, supervision, vehicles, Containers, other equipment, materials, supplies, and all other items and services necessary to perform its obligations under this Agreement.

M. Paying all expenses related to provision of services required by this Agreement including, but not limited to, taxes, regulatory fees, pass-through costs, utilities, etc.

N. Providing all services required by this Agreement in a thorough and professional manner so that residents, businesses, and Stanford are provided timely, reliable, courteous, and high-quality service at all times.

O. Performing all services in substantial accordance with the Contractor's Proposal and in full accordance with this Agreement at all times using best industry practices for comparable operations. If the Contractor's Proposal and Agreement conflict, the Agreement shall prevail.

P. Complying with Applicable Law and providing services to support Stanford and Generator compliance with Applicable Law, including, but not limited to AB 341, AB 1826, and SB 1383.

Q. Performing or providing all other services necessary to fulfill its obligations under this Agreement.

R. Providing specialized staff training, waste stream handling, spill monitoring and reporting, stormwater protection, and related collection services at SLAC as specified in the Agreement.

The enumeration and specification of particular aspects of service, labor, or equipment requirements shall not relieve Contractor of the duty to perform all other tasks and activities necessary to fulfill its obligations under this Agreement, regardless of whether such requirements are enumerated elsewhere in the Agreement, unless excused in accordance with Section 12.7.

## 4.2 Limitations to Scope

This Agreement granted to Contractor shall be exclusive except as to the following materials listed in this Section. The award of this Agreement shall not preclude the categories of Discarded Materials listed below from being delivered to and/or Collected and transported by others to the extent described in the following limitations, and further provided that nothing in this Agreement is intended to or shall be construed to excuse any Person from obtaining any authorization from Stanford which is otherwise required by law.

**A.** **Recyclables and Organic Materials, No Net Payment for Collection**. Other Persons shall maintain the right to: (1) accept Recyclables and Organic Materials donated from a Generator; or, (2) to pay the Generator for Recyclables and Organic Materials so long as there is no net payment made by the Generator to such other Person;

**B.** **Self-Hauled Materials from Faculty and Staff Housing**. A Generator who resides in Faculty and Staff Housing may transport Discarded Materials generated in or on their own Premises by their own Person and using their own vehicle for the purposes of delivery to Transfer, Processing, or Disposal Facilities;

**C.** **Donated or Sold Materials**. Any items that are separated from other materials at any Premises by the Customer or Generator and donated or sold to another Person;

**D.** **Beverage Containers**. Containers delivered for Recycling under the California Beverage Container Recycling and Litter Reduction Act, Section 14500, et seq. California Public Resources Code;

**E.** **Materials Removed by Owner’s or Occupant’s Contractor as Incidental Part of Services**. Solid Waste, Recyclable Materials, Organic Materials, Bulky Items, and/or Construction and Demolition Debris that are removed from any Premises by the Generator, and that are transported personally by the Owner or Occupant of such Premises or by their employees, or a contractor whose removal of the Solid Waste, Recyclable Materials, Organic Materials, Bulky Items, and/or Construction and Demolition Debris are incidental to the service being performed (e.g., landscaping, construction, paper shredding);

**F.** **Sewage Treatment By-Product**. By-products of sewage treatment, including sludge, sludge ash, grit, and screenings;

**G.** **Excluded Waste**. Excluded Waste regardless of its source;

**H. Edible Food.** Edible Food that is Collected from a Generator by other Person(s) for the purposes of Food Recovery; or that is transported by the Generator to another location for the purposes of Food Recovery, regardless of whether the Generator donates, sells, or pays a fee to the other Person(s) to Collect or receive the Edible Food from the Generator;

**I. Food and Beverage Byproducts**. The hauling of byproducts from the processing of food or beverages and use of such material as animal feed, if the byproducts originate from agricultural or industrial sources, do not include animal (including fish) processing byproducts, are Source Separated by the Generator of the byproducts, and are not discarded; and, if the use as animal feed is in accordance with 14 CCR Section 18983.1(b)(7);

**G**. **Materials Not Accepted in Contractor Diversion Program.** Any material that an entity will Divert that Contractor would otherwise Dispose; and,

Contractor acknowledges that Stanford will seek innovative ways to utilize some Discarded Materials in pursuit of Stanford’s educational mission (including but not limited to class projects) in accordance with Subsections 4.2.A-G above. Contractor also acknowledges and agrees that Stanford may permit other Persons besides the Contractor to Collect any and all types of materials excluded from the scope of this Agreement, as set forth above, without seeking or obtaining approval of Contractor. If Contractor can produce evidence that other Persons are servicing Collection Containers or are Collecting and Transporting Discarded Materials in a manner that is not consistent with this Agreement, it shall report the location, the name, and phone number of the Person or company to Stanford’s Contract Manager along with Contractor’s evidence.

This scope of this Agreement shall be interpreted to be consistent with Applicable Law, now and during the Term of the Agreement. If future judicial interpretations of current law or new laws, regulations, or judicial interpretations limit the ability of Stanford to lawfully contract for the scope of services in the manner and consistent with all provisions as specifically set forth herein, Contractor agrees that the scope of the Agreement will be limited to those services and materials that may be lawfully included herein and that Stanford shall not be responsible for any lost profits or losses claimed by Contractor to arise out of limitations to the scope or provisions of the Agreement set forth herein. In such an event, it shall be the responsibility of Contractor to minimize the financial impact of such future judicial interpretations or new laws and the Contractor may meet and confer with Stanford and may petition for a Rate Adjustment, pursuant to Article 9.

## 4.3 Services to be Performed Prior to the Commencement Date

Between the Effective Date and Commencement Date, Contractor shall perform all activities necessary to prepare itself to start providing Collection, Transportation, Processing, and other related services required by this Agreement on the Commencement Date. In addition, Contractor shall perform the public education and outreach and all other obligations required to be completed prior the Commencement Date in accordance with the Contractor’s Transition Plan, as included in the Contractor’s Proposal, Exhibit F.

## 4.4 Use of Approved Facilities

The Contractor, without constraint and as a free-market business decision in accepting this Agreement, agrees to use the applicable Approved Facilities for the purposes of Processing and/or Disposing of all Recyclable Materials, Organic Materials, Solid Waste, and other materials Collected in the Stanford Service Area. Use of a Facility must be approved, in writing, by Stanford prior to use, consistent with the requirements of Article 4. Such decision by Contractor in no way constitutes a restraint of trade, notwithstanding any Change in Law regarding flow control limitations or any definition thereof. Stanford reserves the right to identify and direct Contractor to an alternative Processing Facility that results in less cost than the Approved Facility.

## 4.5 Grant of Exclusive Rights

This grant to Contractor of an exclusive right and privilege to Collect, Transport, Process, and/or Dispose of Discarded Materials shall be interpreted to be consistent with State and Federal laws, now and during the Term of the Agreement, and the scope of this exclusive right shall be limited by applicable State and Federal laws with regard to the matters contained in this Agreement. In the event that future judicial interpretations of current law or new laws, regulations, or judicial interpretations limit the ability of Stanford to lawfully provide for the scope of services as specifically set forth herein, Contractor agrees that the scope of the Agreement will be limited to those services and materials that may be lawfully provided and that Stanford shall not be responsible for any lost profits or losses claimed by Contractor to arise out of limitations of the scope of the Agreement set forth herein. In such an event, it shall be the responsibility of Contractor to minimize the financial impact to other services.

## 4.6 Subcontracting

Contractor shall not engage any Subcontractors for Collection, Transportation, or Processing of Recyclable Materials, Organic Materials, or Solid Waste services without the prior written consent of Stanford Contract Manager. Contractor shall provide a full, unredacted copy of all agreements with Subcontractors for the fulfillment of obligations under this Agreement. As of the Effective Date of this Agreement, Stanford has approved Contractor’s use of those Subcontractors identified in Contractor’s Proposal, included herein as Exhibit F. If the Contractor plans to engage other Affiliated or related-party entities in the provision of services, Contractor shall provide Stanford Contract Manager with thirty (30) days’ written notification of its plans and provide an explanation of any potential impacts related to the quality, timeliness, or cost of providing services under this Agreement. All insurance documents must be reviewed and approved by Stanford’s Risk Manager prior to Stanford acceptance. Contractor shall require that all Subcontractors file insurance certificates with Stanford, name Stanford as an additional insured, and comply with all material terms of this Agreement. Contractor shall be held responsible for all operations of Subcontractors.

## 4.7 Responsibility for Materials

Once Discarded Materials are placed in the Contractor’s Containers or at an approved Collection location, the responsibility for their proper handling shall transfer directly from the Generator to Contractor, with the exception of Excluded Waste if the Contractor can identify the Generator pursuant to Section 7.7. Once Discarded Materials are deposited by Contractor at the appropriate Approved Facility, such materials shall become the responsibility of the Owner or operator of the Approved Facility, except for Excluded Waste, pursuant to Section 7.7.

Responsibility for Excluded Waste that has been inadvertently Collected by the Contractor shall remain with the Contractor if it cannot identify the Generator, and Contractor shall assume all responsibility for its proper Disposal, in accordance with Section 7.7.

## 4.8 Stanford-Directed Change in Scope

**A. Service Level Changes.** Stanford reserves the right to change the number and/or location of Containers for collection service within the Stanford Service Area at its sole discretion. Stanford further reserves the right, at its sole discretion, to adjust the size or type of Containers as well as the Collection frequency for all service provided in accordance with this Agreement.

**B. Additional Services.** Stanford may direct Contractor to perform additional services (including new Diversion programs, additional public education activities, etc.) or modify the manner in which it performs existing services. Pilot programs and innovative services, which may entail new Collection methods, targeted routing, different kinds of services, different types of Collection vehicles, different Facilities, and/or new requirements for Generators, are included among the kinds of changes that Stanford may direct. Contractor shall be entitled to an Adjustment in Contractor’s Compensation in accordance with Article 9 for providing such additional or modified services, but not for the preparation of its proposal.

 Contractor shall present, within thirty (30) calendar days of a request to do so by Stanford, a proposal to Stanford Contract Manager to provide additional services. At a minimum, the proposal shall contain a complete description of the following:

1. Collection methodology to be employed (equipment, staffing, etc.).

2. Equipment to be utilized (vehicle number, types, capacity, age, etc.).

3. Labor requirements (number of employees by classification).

4. Type of Containers to be utilized.

5. Provision of program publicity/education/marketing.

6. Five (5) year projection of the financial results of the program's operations in a balance sheet and operating statement format including documentation of the key assumptions underlying the projections and the support for those assumptions, giving full effect to the savings or costs to existing services.

**C. Services Beyond Scope.** Contractor acknowledges and agrees that Stanford may permit other Persons besides Contractor to provide additional Discarded Materials services not otherwise contemplated in this Agreement.

## 4.9 Stanford’s Right to Perform Service

**A. General.** In the event that Contractor, for any reason whatsoever, fails, refuses, or is unable to Collect, Transport, or Dispose of any or all Solid Waste and/or Collect, Transport, and Process Recyclable Materials, Organic Materials, and/or C&D that it is required by this Agreement to Collect and Transport, at the time and in the manner provided in this Agreement, for a period of more than forty-eight (48) hours, and if, as a result thereof, Solid Waste, Recyclable Materials, and/or Organic Materials should accumulate in the Stanford Service Area to such an extent, in such a manner, or for such a time that Stanford Contract Manager should find that such accumulation endangers or menaces the public health, safety, or welfare or creates significant odors or unsightly appearance that impact Customers, Stanford shall have the right, but not the obligation, upon twenty-four (24) hour prior written notice to Contractor during the period of such Emergency as determined by Stanford Contract Manager: 1) to perform, or cause to be performed, such services itself with its own or other personnel, without Liability to Contractor and at Contractor's expense; and/or, 2) to take possession of any or all of Contractor's onsite Containers and Compactors for the Collection, Transporting, Processing, and/or Disposing of Solid Waste, Recyclable Materials, or Organic Materials, and to use such property to Collect, Transport, Process, and/or Dispose of any Solid Waste, Recyclable Materials, or Organic Materials generated within the Stanford Service Area that Contractor would otherwise be obligated to Collect, Transport, Process, and/or Dispose of pursuant to this Agreement. Stanford agrees that it assumes complete responsibility for the proper and normal use of such on-site Containers and Compactors while in its possession.

 Notice of the Contractor's failure, refusal, or neglect to Collect, Transport, Process, or Dispose of Solid Waste, Recyclable Materials, or Organic Materials may be given orally by telephone to the Contractor at its principal office and shall be effective immediately. Written confirmation of such oral notification shall be sent to Contractor within three (3) calendar days of the oral notification.

 Contractor further agrees that in such event:

1 It will fully cooperate with Stanford to affect the transfer of possession of onsite Containers and Compactors to Stanford for Stanford's use.

2. It will, if Stanford Contract Manager so requests, keep in good repair and condition all of such property and provide such other service as may be necessary to maintain said property in operational condition.

3. Subject to provisions of any labor agreements then in effect, Stanford may immediately engage all or any personnel necessary or useful for the Collection, Transportation, Processing, and Disposal of Solid Waste, Recyclable Materials, or Organic Materials. Contractor further agrees, if Stanford Contract Manager so requests, to furnish Stanford with the services of any or all management or office personnel employed by Contractor whose services are necessary or useful for Solid Waste, Recyclable Materials, or Organic Materials Collection, Transportation, Processing, and Disposal operations and for the billing and Collection of fees for these services.

 Stanford's exercise of its rights under this Section: a) does not constitute a taking of private property for which compensation must be paid; b) will not create any Liability on the part of Stanford to Contractor; and, c) does not exempt Contractor from the indemnity provisions of Article 9, which are meant to extend to circumstances arising under this Section, provided that Contractor is not required to indemnify Stanford against claims and damages arising from the sole negligence of Stanford officers, employees, and agents in the operation of Collection vehicles during the time Stanford has taken possession of such vehicles.

B. **Duration of Stanford's Possession.** Stanford has no obligation to maintain possession of Contractor's onsite Containers and Compactors, and/or continue its use in Collecting, Transporting, Processing, and Disposing of Solid Waste, Recyclable Materials, or Organic Materials for any period of time and may, at any time, in its sole discretion, relinquish possession to the Contractor.

 Stanford's right to retain temporary possession of Contractor's Containers and Compactors, and to provide Solid Waste, Recyclable Materials, or Organic Materials Collection services, shall continue until Contractor can demonstrate to Stanford's satisfaction that it is ready, willing, and able to resume such services or for one hundred eighty (180) calendar days, whichever occurs first.

# ARTICLE 5. SCOPE OF SERVICES – Base Services

{Note to proposers: Language in this Section to be edited based on service descriptions received in proposals.}

Contractor shall perform the services described in this Article. Failure to specifically require an act necessary to perform the service does not relieve Contractor of its obligation to perform such act.

Contractor acknowledges that Stanford is committed to Diverting materials from Disposal through the implementation of source reduction, reuse, Recycling, Composting, and other programs, and that Stanford may implement new programs in accordance with Section 3.8 that may impact the overall quantity or composition of materials to be Collected by Contractor, subject to Contractor’s right to petition for a change in Stanford-approved Rates pursuant to Article 8.

## 5.1 Recyclable Materials

**A. Recyclable Materials Collection**. Contractor shall Collect Recyclable Materials placed in Contractor-provided Containers at a frequency designated by Stanford, including both scheduled and on-call services, which shall be not less than one (1) time per week, from Customers and Transport all Recyclable Materials to the Approved Recyclable Materials Processing Facility for Processing.. Contractor shall immediately, upon knowledge, notify the Stanford Contract Manager of any Recyclable Materials that can no longer be diverted from the landfill for any reason. {Note to proposers: This introductory sentence may be updated based on selected proposer’s Facility arrangements (e.g., use of Transfer station)}

**1. Containers:** Faculty and Staff Housing: Carts

All other locations:Bins, Drop Boxes, Compactors

**2. Container Sizes:** Faculty and Staff Housing: 32-, 64-, and 96-gallon Carts (or comparable size approved by Stanford);

 All other locations:1-, 2-, 3-, 4-, 5-, 6-, 7-, and 8-cubic yard Bins;

 2-, 3-, and 4-cubic yard Bin Compactors;

 7-, 20-, 30-, and 40-cubic yard Drop Boxes;

**3. Service Frequency:** Faculty and Staff Housing: One (1) time per week between the hours of 6 a.m. to 5 p.m. Monday through Friday.

All other locations: At least one (1) time per week and up to seven (7) times per week, between the hours of 5 a.m. to 5 p.m. as approved by Stanford Contract Manager. Collection from student housing areas is limited to 9 a.m. to 5 p.m.

**4. Service Location:** Stanford-designated service locations.

**5. Acceptable Materials:** Source Separated Recyclable Materials including all types of rigid plastics #1-7, plastic film, aluminum cans, aluminum foil, metal cans, small scrap metal pieces, glass bottles and jars, aseptic containers, paper, paper cups, paper packaging, and cardboard. {Note to proposers: This definition will be updated based on materials that selected proposer will recycle.}

**6. Prohibited Materials:** Solid Waste, Organic Materials, Excluded Waste.

**7. Other Requirements:** Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and empty Containers.

Contractor shall collect corrugated cardboard from Compactors as requested by Stanford.

 Customers shall be permitted to use clear plastic bags or blue bags to line Containers, and Contractor’s Processing Facilities shall have the capability to Process and remove these liners during Processing, in accordance with Section 5.1.C below.

**B. Transfer.** {Note to Proposers: If a Transfer Station will be used to consolidate Recyclable Materials for Transport to the Approved Recyclable Materials Processing Facility, the following paragraph will be used. If no Transfer services will be required, the paragraph will be deleted.} Contractor plans to Transport Recyclable Materials to the Approved Transfer Facility where the materials will be unloaded from Collection vehicles and loaded into large-capacity vehicles and Transported to the Approved Recyclable Materials Processing Facility. Contractor shall keep all existing permits and approvals necessary for use of the Approved Transfer Facility in full regulatory compliance. Upon request, Contractor shall provide copies of Facility permits and/or notices of violations (obtained from its Transfer Facility Subcontractor if necessary) to Stanford Contract Manager. If the Contractor is unable to use the Approved Transfer Facility, then the Contractor shall be responsible for making other Transportation arrangements. In such event, Contractor shall not be compensated for any additional costs. If the Contractor plans to change its Transfer method, Contractor shall obtain written approval from Stanford Contract Manager prior to making the change.

**C. Processing.** Contractor shall Transport and deliver all Source Separated Recyclable Materials placed in Recyclable Material Containers in the Stanford Service Area to the Approved Recyclable Materials Processing Facility. All Tipping Fees and other costs associated with Transporting to and Processing of such Recyclable Materials at the Approved Recyclable Materials Processing Facility and Disposing of the Residue as required in Section 5.1.E below shall be paid by Contractor.

Contractor guarantees sufficient capacity at the Approved Recyclable Materials Processing Facility to Process all Source Separated Recyclable Materials Collected by Contractor under this Agreement throughout the Term of the Agreement.

 Generators shall be permitted to use clear or blue plastic bags/liners to contain Recyclable Materials prior to placement in Collection Containers. The Contractor’s Approved Recyclable Materials Processing Facility shall have the ability to Process and remove these plastic liners. The Contractor shall maintain documentation certifying that the Facility has this capability, and provide such documentation to Stanford Contract Manager, upon request. If the Facility is no longer able to accept such materials, the Contractor shall follow the same response protocol as described below in Section 5.2.C for use of Compostable Plastic Bags and liners.

 Contractor shall keep all existing permits and approvals necessary for use of the Approved Recyclable Materials Processing Facility in full regulatory compliance, and require Processing Facility Subcontractor (if applicable) to keep all existing permits and approvals necessary for use of the Approved Recyclable Materials Processing Facility in full regulatory compliance. Upon request, Contractor shall provide copies of Facility permits and/or notices of violations (obtained from its Processing Facility Subcontractor if necessary) to Stanford Contract Manager.

 Each Approved Facility shall notify Stanford Contract Manager of any unforeseen operational restrictions that have been imposed upon the Facility by a regulatory agency or any unforeseen equipment or operational failure that will temporarily prevent the Facility from Processing the Discarded Materials Collected under this Agreement.

 If Contractor is unable to use the Approved Recyclable Materials Processing Facility, the Contractor shall be responsible for identifying another Facility in the region that has the ability to Process the Recyclable Materials Collected in the Stanford Service Area in a manner that complies with the standards of this Agreement and Applicable Law. If a force majeure condition results in no adequate Processing Facilities being available to the Contractor within two hundred (200) miles of the Contractor’s Service Area, the Contractor may be permitted to Dispose of, rather than Process, Recyclable Materials Collected, provided that the Contractor immediately notifies Stanford Contract Manager. Contractor must provide notification to Stanford Contract Manager that the Approved Recyclable Materials Processing Facility is not available, including a description of the reasons the Facility is unavailable; the name of the proposed alternative Facility; and, the period of time Contractor proposes to use the alternative Processing Facility.

 Except for the Emergency and temporary conditions described in this Section, Contractor shall not change its permanent selection of the Approved Recyclable Materials Processing Facility without Stanford Contract Manager’s written approval, which may be withheld in Stanford’s sole discretion.

 Contractor shall observe and comply with all regulations in effect at the Approved Recyclable Materials Processing Facility and cooperate with and take direction from the operator thereof with respect to delivery of Recyclable Materials. Contractor shall actively work with the Approved Recyclable Materials Processing Facility operator throughout the Term of this Agreement to ensure that contamination of the Recyclable Materials Collected under this Agreement and delivered to the Processing Facility remains below the limits established by Applicable Law, including, without limitation, SB 1383.

**D. Marketing.** The Contractor shall be responsible for marketing Recyclable Materials Collected in the Stanford Service Area that are delivered for Processing at Contractor’s Approved Recyclable Materials Processing Facility. To the greatest extent feasible, Contractor’s marketing strategy shall prioritize separating material types and marketing them at the highest available grades, rather than bundling such materials (e.g., bundled mixed paper or bundled plastics with resin code #3-7). To the greatest extent feasible, Contractor’s marketing strategy shall also prioritize marketing plastic materials to domestic markets.

**E.** **Residue.** All Recyclable Materials shall be Processed and marketed in such a manner that materials shall be considered Diverted in accordance with Applicable Law, and constitutes a reduction in Landfill Disposal in accordance with SB 1383; and, none shall be Disposed without being Processed, unless otherwise specified in this Agreement or Applicable Law. Residue from the Processing of Source Separated Recyclable Materials Collected under this Agreement at Contractor’s Approved Recyclable Materials Processing Facility, which cannot be marketed, shall be Disposed of by Contractor or the Processing Facility Subcontractor at the Approved Disposal Facility. Residue delivered for Disposal shall not include any Excluded Waste.

## 5.2 Organic Materials

**A. Organic Materials Collection.** Contractor shall Collect Organic Materials placed in Contractor-provided Containers at a frequency designated by Stanford, including both scheduled and on-call services, which shall be not less than one (1) time per week, from Customers and Transport all Organic Materials to the Approved Organic Materials Processing Facility for Processing, except as approved by Stanford to transport to another facility for use as animal feed or other landfill diversion method. Contractor shall immediately, upon knowledge, notify the Stanford Contract Manager of any Organic Materials that can no longer be diverted from the landfill for any reason. {Note to proposers: This Section may be updated based on selected proposer’s Facility arrangements (e.g., use of Transfer station)}

**1. Containers:** Faculty and Staff Housing: Carts

All other locations:Bins, Drop Boxes, Compactors

**2. Container Sizes:** Faculty and Staff Housing: 20-, 32-, 64-, and 96-gallon Carts (or comparable size approved by Stanford);

 All other locations:1-, 2-, 3-, 4-cubic yard Bins;

 2-, 3-, and 4-cubic yard Bin Compactors;

 7-, 20-, 30-, and 40- cubic yard Compactors

**3. Service Frequency:** Faculty and Staff Housing: One (1) time per week between the hours of 6 a.m. to 5 p.m. Monday through Friday.

All other locations: At least one (1) time per week and up to seven (7) times per week, between the hours of 5 a.m. to 5 p.m. as approved by Stanford Contract Manager. Collection from student housing areas is limited to 9 a.m. to 5 p.m.

**4. Service Location:** Stanford-designated service locations.

**5. Acceptable Materials:** Yard Trimmings, Food Scraps, Food-Soiled Paper, Compostable Plastic.

**6. Prohibited Materials:** Solid Waste, Recyclable Materials, Excluded Waste.

**7. Other Requirements:** Contractor shall open and close gates and enclosures, including locking and unlocking; push and/or pull Containers; lock and unlock Containers; or, perform other services as reasonably necessary to access and empty Containers and return Containers to their proper location.

Customers shall be permitted to use Compostable Plastic Bags to line Containers, and Contractor’s Approved Processing Facilities shall have the capability to Process and remove these liners during Processing in accordance with Section 5.2.C.

**8. Additional Service:** Contractor shall provide all Faculty and Staff Housing with kitchen pails designed to contain Organic Materials, particularly Food Waste, prior to placement in the Organic Materials Collection Container. Contractor shall also provide, upon request, eligible academic departments designated by Stanford Contract Manager with kitchen pails. Specifications for kitchen pails shall be approved by Stanford prior to ordering and distribution.

**B. Transfer.** {Note to Proposers: If a Transfer Station will be used to consolidate Organic Materials for Transport to the Approved Organic Materials Processing Facility the following paragraph will be used. If no Transfer services will be required, the paragraph will be deleted.} Contractor plans to Transport Organic Materials to the Designated Transfer Facility where the materials will be unloaded from Collection vehicles and loaded into large-capacity vehicles and Transported to the Approved Organic Materials Processing Facility. Contractor shall keep all existing permits and approvals necessary for use of the Designated Transfer Facility in full regulatory compliance.

**C. Processing.** Contractor shall Transport and deliver all Source Separated Organic Materials placed in Organic Material Containers in Stanford to the Approved Organic Materials Processing Facility. All Tipping Fees and other costs associated with Transporting such Organic Materials to the Approved Organic Materials Processing Facility and Disposing of the Residue as required in Section 5.2.E below shall be paid by Contractor.

 Contractor guarantees sufficient capacity at the Approved Organic Materials Processing Facility to Process all Source Separated Organic Materials Collected by Contractor under this Agreement throughout the Term of the Agreement.

 Contractor shall keep all existing permits and approvals necessary for use of the Approved Organic Materials Processing Facility in full regulatory compliance, and require Processing Facility Subcontractor (if applicable) to keep all existing permits and approvals necessary for use of the Approved Organic Materials Processing Facility in full regulatory compliance. Upon request, Contractor shall provide copies of Facility permits and/or notices of violations (obtained from its Processing Facility Subcontractor if necessary) to Stanford Contract Manager.

Each Approved Facility shall notify Stanford Contract Manager of any unforeseen operational restrictions that have been imposed upon the Facility by a regulatory agency or any unforeseen equipment or operational failure that will temporarily prevent the Facility from Processing the Discarded Materials Collected under this Agreement.

If Contractor is unable to use the Approved Organic Materials Processing Facility, the Contractor shall be responsible for identifying another Facility in the region that has the ability to Process the Organic Materials Collected in the Stanford Service Area in a manner that complies with the standards of this Agreement and Applicable Law. If a force majeure condition results in no adequate Processing Facilities being available to the Contractor within two hundred (200) miles of the Service Area, the Contractor may be permitted to Dispose of, rather than Process, Organic Materials Collected, provided that the Contractor immediately notifies Stanford Contract Manager. Contractor must provide notification to Stanford Contract Manager that the Approved Recyclable Materials Processing Facility is not available, including a description of the reasons the Facility is unavailable, and the period of time Contractor proposes to use the alternative Processing Facility.

 Except for the Emergency and temporary conditions described in this Section, Contractor shall not change its permanent selection of the Approved Organic Materials Processing Facility without Stanford Contract Manager’s written approval, which may be withheld in Stanford’s sole discretion.

 Contractor shall observe and comply with all regulations in effect at the Approved Organic Materials Processing Facility and cooperate with and take direction from the operator thereof with respect to delivery of Organic Materials. Contractor shall actively work with the Approved Organic Materials Processing Facility operator throughout the Term of this Agreement to ensure that contamination of the Organic Materials Collected under this Agreement and delivered to the Processing Facility remains below the limits established by Applicable Law including, without limitation, SB 1383.

Customers may utilize Compostable Plastic or Paper Bags to contain Organic Materials (e.g., Food Waste) prior to placement in the Organic Materials Container for Collection. Contractor may prohibit use of Compostable Plastic Bags from containing Yard Trimmings. Contractor shall Collect and Transport such materials for Processing at the Approved Organic Materials Processing Facility. At least six (6) months prior to the commencement of the Agreement, and annually thereafter, Contractor shall provide a written notification to Stanford Contract Manager authorizing that the Facility has the capability to Process and recover the Compostable Plastic bags throughout the Term of the Agreement. If at any time during the Term of the Agreement the Approved Organic Materials Processing Facility can no longer accept and/or Process Compostable Plastics due to a Change in Law, Contractor shall notify Stanford within seven (7) days of the Facility’s inability to accept the materials. The notification shall, at a minimum, include: the date and a description of the reasons that the Facility is not able to Process the Compostable Plastic Bags; the period of time the Facility will not Process these materials; and, the Contractor’s proposed plan to find an alternative Facility or arrangement to Process the Compostable Plastic Bags, or the Contractor’s proposed plan to educate Generators in the event that no alternative Facility is available and the materials will no longer be accepted for Collection, subject to Stanford Contract Manager approval. Stanford Contract Manager may prohibit or restrict the use of Compostable Plastic bags in the Collection program, with a six (6) month notice to Contractor, and this shall not constitute a Stanford-directed change in scope or Change in Law under this Agreement.

**D. Marketing.** The Contractor shall be responsible for marketing Organic Materials Collected in the Stanford Service Area that are delivered for Processing at the Approved Organic Materials Processing Facility. Contractor’s marketing strategy shall promote the highest and best use of materials presented in the waste management hierarchy established by AB 939. Where practical, the marketing strategy should include use of local and regional markets for Organic Materials.

**E. Residue.** All Organic Materials shall be Processed and marketed for use as Compost, mulch, soil amendment, or otherwise Processed in such a manner that materials shall be considered Diverted in accordance with Applicable Law; and none shall be Disposed prior to Processing, unless otherwise specified in this Agreement or Applicable Law. Residue from the Processing of Organic Materials Collected under this Agreement at the Approved Organic Materials Processing Facility, which cannot be marketed, shall be Disposed of by Contractor, or the Processing Facility Subcontractor, at the Approved Disposal Facility. Residue delivered for Disposal shall not include any Excluded Waste.

## 5.3 Solid Waste

**A. Solid Waste Collection.** Contractor shall Collect Solid Waste placed in Contractor-provided Containers at a frequency designated by Stanford, including both scheduled and on-call services, which shall be not less than one (1) time per week, from Commercial and Multi-Family Customers and Transport all Solid Waste to the Approved Disposal Facility for Disposal. {Note to proposers: This introductory sentence may be updated based on selected proposer’s Facility arrangements (e.g., use of Transfer station)}

**1. Containers:** Faculty and Staff Housing: Carts

All other Facilities:Bins, Drop Boxes, Compactors

**2. Container Sizes:** Faculty and Staff Housing: 20, 32-, 64-, and 96-gallons (or comparable size approved by Stanford);

 All other Facilities:1-, 2-, 3-, 4-, 5-, 6-, 7-, and 8-cubic yard Bins;

 2-, 3-, and 4-cubic yard Bin Compactors; and,

 7-, 20-, 30-, and 40- cubic yard Drop Boxes and Compactors.

**3. Service Frequency:** Faculty and Staff Housing: One (1) time per week between the hours of 6 a.m. to 5 p.m. Monday through Friday.

All other locations: At least one (1) time per week and up to seven (7) times per week, between the hours of 5 a.m. to 5 p.m. as approved by Stanford Contract Manager. Collection from student housing areas is limited to 9 a.m. to 5 p.m.

**4. Service Location:** Stanford-designated service locations.

**5. Acceptable Materials:** Solid Waste.

**6. Prohibited Materials:** Recyclable Materials, Organic Materials, Excluded Waste.

**7. Other Requirements:** Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and empty Containers.

**B. Solid Waste Diversion.** Contractor acknowledges that Stanford is committed to Diverting materials from Disposal through the implementation of source reduction, reuse, Recycling, Composting, and other programs, and that Stanford intends to continuously implement new programs, with or without the involvement of the Contractor, that may impact the overall quantity or composition of Solid Waste to be Collected by Contractor. Contractor shall not be entitled to any compensation or other relief resulting from a decline in Solid Waste volumes or Tonnage or from a change in the composition of Solid Waste.

**C. Transfer**. {Note to Proposers: If a Transfer station will be used to consolidate Solid Waste for Transport to the Approved Disposal Facility, the following paragraph will be used. If no Transfer services will be required, the paragraph will be deleted.} Contractor shall Transport Solid Waste to the Approved Transfer Facility where the materials will be unloaded from Collection vehicles and loaded into large-capacity vehicles and Transported to the Approved Disposal Facility. Contractor shall keep all existing permits and approvals necessary for use of the Approved Transfer Facility in full regulatory compliance. Upon request, Contractor shall provide copies of Facility permits and/or notices of violations (obtained from its Transfer Facility Subcontractor if necessary) to Stanford Contract Manager. If the Contractor is unable to use the Approved Transfer Facility, then the Contractor shall be responsible for making other Transportation arrangements. In such event, Contractor shall not be compensated for any additional costs. If the Contractor plans to change its Transfer method, Contractor shall obtain written approval from Stanford Contract Manager prior to making the change.

**D. Disposal.** {Note to Proposers: This subsection will be updated if the selected Proposer opts to Process residual solid waste.} Contractor shall Transport all Solid Waste Collected in Stanford Service Area to the Approved Disposal Facility. Contractor shall pay all costs associated with Transportation and Disposal of Solid Waste including payment of any gate fees charged at the Approved Disposal Facility. Contractor shall observe and comply with all regulations and posted rules in effect at the Approved Disposal Facility and cooperate with and take direction from the operator thereof with respect to delivery of Solid Waste.

 Contractor shall keep all existing permits and approvals necessary for use of the Approved Disposal Facility in full regulatory compliance. Upon request, Contractor shall provide copies of Facility permits and/or notices of violations (obtained from its Processing Facility Subcontractor if necessary) to Stanford Contract Manager.

 Each Approved Facility shall notify Stanford Contract Manager of any unforeseen operational restrictions that have been imposed upon the Facility by a regulatory agency or any unforeseen equipment or operational failure that will temporarily prevent the Facility from Disposing of the Solid Waste Collected under this Agreement.

 If Contractor is unable to use the Approved Disposal Facility, the Contractor shall be responsible for identifying another open market Facility in the region that has the ability to Dispose of the Solid Waste Collected in the Stanford Service Area in a manner that complies with the standards of this Agreement and Applicable Law. Contractor must provide notification to Stanford Contract Manager that the Approved Disposal Facility is not available, including a description of the reasons the Facility is unavailable, and the period of time Contractor proposes to use the alternative Processing Facility.

 Except for the Emergency and temporary conditions described in this Section, Contractor shall not change its permanent selection of the Approved Disposal Facility without Stanford Contract Manager’s written approval, which may be withheld in Stanford’s sole discretion.

## 5.4 On-Call Bulky Item/Reusable Materials Collection

Contractor shall Collect Bulky Items, Reusable Materials, and other materials described herein upon Customer request throughout the Service Area, including but not limited to Faculty and Staff Housing, Residential and Dining Services, and academic service locations. Contractor will be expected to provide significantly heightened collection service to student housing for annual student move-in and move-out. Contractor shall Transport all Collected materials to the appropriate Approved Facility for reuse, Processing, or Disposal.

**Service Frequency:** On-Call

**Service Location:** Locations approved by Stanford

**Acceptable Materials:** Reusable Materials, Bulky Items, Recyclable Materials, Yard Trimmings, and Solid Waste

**Prohibited Materials:** Food Scraps, Hazardous Materials, abandoned automobiles, trees, Excluded Waste or any single item (e.g. large auto parts, etc.) that exceeds two hundred (200) lbs. in weight

**Other Requirements:** Contractor shall provide the service to the Customer within one (1) Working Day of the Customer’s requested service date, as mutually agreed upon by the Customer and Contractor. Contractor shall not Dispose of materials Collected through the on-call Bulky Item/Reusable Materials Collection program unless the materials cannot be reused or Recycled. Contractor shall Process and Dispose of Bulky Items and Reusable Materials Collected from Customers in accordance with the following hierarchy: (1) reuse as is (where energy efficiency is not compromised); (2) disassemble for reuse or Recycling; (3) Recycle or Compost; and if none of the other options are practicable; then, (4) Dispose.

## 5.5. Construction and Demolition Debris Collection

Contractor shall offer and provide on-call C&D Collection service to Customers requesting such service from the Contractor. Contractor shall provide and place 3- or 4-cubic yard Bins, and/or 8-, 15-, 20-, 30-, and 40-cubic yard Drop Boxes. Contractor shall Transport the Collected C&D materials to the Approved C&D Processing Facility. Contractor shall handle C&D in accordance with Applicable Law, and with a minimum Diversion level of eighty-five percent (85%) by weight, taking into account only C&D projects where Contractor Collects all materials. Contractor shall ensure all C&D that is Organic Waste or Recyclable Materials is Processed in accordance with Section 5.2 and Section 5.1, respectively.

## 5.6. Abandoned Waste Collection

Contractor shall notify Stanford Contract Manager’s designee regarding abandoned waste identified in student housing and dining service areas. For all other service areas, Contractor shall dispose of bulky items and other solid waste as a result of illegal or unauthorized dumping occurring within the Stanford Service Area. It is Stanford’s expectation that this service will occur on a relatively infrequent basis, and, accordingly, if this service becomes necessary at a level exceeding Contractor expenses, Stanford shall meet and confer with the Contractor in good faith to evaluate the level of additional compensation to which the Contractor may be entitled for such additional service.

## 5.7. Faculty and Staff Housing Special Services

**A. Bulky Item Annual Collections.** Contractor shall provide and coordinate twice annual Bulky Item pick up days for Faculty and Staff Housing. Contractor shall notify Stanford Contract Manager of proposed date of a Bulky Item pick up day at least thirty (30) days prior to the proposed date, and must receive approval from Stanford Contract Manager prior to scheduling the Bulky Item pick up day. Contractor shall route Collection vehicles such that the Bulky Items and Reusable Items are collected prior to all other materials placed for Collection, in a non-compacting vehicle, and in such a manner so as to preserve the materials for Recycling or Reuse.

**B. Universal Waste Collection.** Contractorwill provide Universal Waste collection service Faculty and Staff housing. Universal Waste includes household batteries, compact fluorescent bulbs, latex paint, used motor oil waste, used oil filters, antifreeze, and electronic waste. {Note to proposers: Either curbside or drop-off options will be considered, and this subsection will be updated based on finalized}.

**C. Holiday Tree Collection.** From December 26 through January 15 of each year, Contractor will Collect Holiday trees placed at the curb for single-family Faculty and Staff Housing. Contractor shall provide this pick-up service at no additional charge to applicable Customers on Customer’s regular Collection Service Day. Contractor shall Transport all Collected Holiday trees to the Approved/Designated Organic Waste Processing Facility for Processing. Holiday trees that are flocked shall be collected, but may be delivered to the Approved/Designated Disposal Facility at the discretion of the Contractor. Holiday trees that contain tinsel, lights, or other decorations, or are attached to a tree stand are not required to be collected; however, Contractor shall affix a non-collection notice to the tree informing the Customer of the reason(s) for non-Collection.

## 5.8. Student Move-In and Move-Out Special Services

Contractor shall plan for, and provide, significantly heightened collection service to student housing for student move-in and move-out, with high volumes of materials including but not limited to cardboard, plastic film, furniture, mattress pads, refrigerators, appliances, and electronics. Contractor shall cooperate with other entities, such as non-profits, as directed by Stanford to maximize diversion.

## 5.9 Public Education and Outreach

{Note to Proposers: This Section will be updated to reflect your proposed public education and outreach plan/program.}

**A. Contractor Education and Outreach Plan.**

The Contractor will be required to work with Stanford to create appropriate zero waste outreach, educational, and training materials and programs for Stanford employees, students, guests, designated Stanford vendors, and SLAC employees to ensure successful programs. The Contractor shall prepare and provide to Stanford, within three (3) months of award of the Agreement, a comprehensive landfill reduction and contamination reduction outreach and education plan for review and approval by Stanford.

The Plan will include:

**1. Basic Zero Waste Principles**: The outreach and education materials and programs shall focus on the hierarchy of reducing, reusing, repurposing, repairing, recycling, composting, and contamination reduction and shall provide information on what and where to recycle various materials, what happens to the material, and the environmental benefits of the program.

**2. Training Events -** At the direction of Stanford, the Contractor shall participate in and promote Zero Waste at Stanford and SLAC events, demonstrations, fairs and local activities in-person or online to explain Stanford’s zero waste programs. Such participation would include providing, without cost to Stanford, educational information promoting the goals of Stanford's zero waste programs and sustainable/reusables/recyclable giveaways.

**3. Facility Tours** - Contractor shall provide Stanford representatives tours of Approved Recycling, Organics, C&D, and Solid Waste Facilities, and arrange tours of other facilities Contractor utilizes to perform its obligations under this Agreement upon request by Stanford Contract Manager.

**4. Educational Opportunities**: Contractor shall work with Stanford to provide educational opportunities for students, staff, and faculty.

**5. Outreach Materials (for Stanford’s use only):** Contractor shall design Outreach materials to be provided for Stanford’s use and distribution only. Such materials shall include educational topics meeting SB 1383 requirements for generator education, such as (i) informing Generators about the services that are provided under this Agreement with specific focus on describing the methods and benefits of source reduction, reuse, Recycling, and Composting; (ii) instructing Generators on the proper method for placing materials in Containers for Collection and setting Containers out for Collection, with specific focus on minimizing contamination of Recyclable Materials and Organic Materials; (iii) clearly defining Excluded Waste and educating Generators about the hazards of such materials and their opportunities for proper handling; (iv) discouraging Generators from buying products if the product and its packaging are not readily reusable, Recyclable, or Compostable; (v) informing Generators subject to Food Recovery requirements under SB 1383 of their obligation to recover Edible Food and actions they can take to prevent the creation of Food Waste; (vi) encouraging the use of Compost and recovered Organic Waste products; and, (vii) encouraging Generators to purchase products/packaging made with Recycled content materials.

**6. Waste Audits:** Contractor shall perform a minimum of 12 enclosure-level waste audits per year that provide a comprehensive evaluation of waste generated for that enclosure. Such evaluations will include, at a minimum, Container-level volume, weights and contaminants, diversion rate including the percentages and weights of material type that make up the total diversion rate, and a list of top 10 contaminants from each material stream.

**7.** **Annual Presentations:** Contractor’s Account Manager or Zero Waste Specialist shall annually develop and deliver a formal presentation on education and outreach performed. The Account Manager or Zero Waste Specialist shall deliver this presentation to a Stanford leadership team identified by the Stanford Contract Manager.

**B. Contractor Public Education and Outreach Materials.**

1.Contractor agrees to design, print, produce, and/or distribute education materials and conduct outreach, as required by Stanford, based on Contractor’s approved outreach and education plan.

2. Contractor acknowledges that they are part of a multi-Party effort to operate and educate the Stanford community about zero waste. Contractor shall meet and confer with Stanford Contract Manager on public education activities to minimize duplicative, inconsistent, or inappropriately timed education campaigns.

3. Contractor shall obtain approval from Stanford Contract Manager on all Contractor-provided advertising, promotional, service-related, or presentation materials used within the Service Area before publication, distribution, and/or release. Stanford Contract Manager shall have the right to deny the use of or request modifications to any materials or content; or, may request that Contractor include Stanford identification and contact information on materials and Contractor’s approval of such requests shall not be unreasonably withheld.

4. No educational material shall bear Stanford’s logo unless otherwise approved by Stanford Contract Manager.

5. Any outreach material utilizing paper provided and distributed by the Contractor shall be made from minimum 100% post-consumer recycled-content paper and must be labeled with “Printed on Recycled Paper.”

## 5.10 Service Level and Route Audit

{Note to Proposers: This Section will be updated to reflect your proposed approach to right-sizing service levels, correcting billing issues, and optimizing routes, and may be combined with your contamination monitoring approach. The current language below is provided for illustrative purposes only.}

**A. General.** Contractor shall independently review its Billings to Customers in accordance with this Section. The purpose of the review is to determine that the amount which the Contractor is billing each Customer is consistent with the Stanford-approved Rate schedule for the level of service (i.e., frequency of Collection, size of Container(s), number of Containers, and location of Container(s)) provided by Contractor.

**B. Procedures.** Contractor shall review each account at least once per year in such a manner that all accounts on a particular route are audited on the same day. The audits shall be scheduled so that Contractor completes audits of twenty-five percent (25%) of the Containers each quarter, resulting in the completion of audits of one-hundred percent (100%) of the Containers annually.

The Person conducting the review shall compare a route report for the route under review and verify, through visual inspection of each Customer’s Premises on the Customer’s scheduled day of Collection, the level of service actually provided to each Customer listed on the route report review and note the actual Service Level in the route report. In addition, the Contractor’s route supervisor or appropriate agent shall list any Customers receiving service (and the level of such service) that do not appear on the routing report. The Contractor shall reconcile the route report to the billing report, noting all discrepancies. Contractor shall issue correction notices to the Customers correcting any billing inaccuracies within five (5) Business Days of the day the route audit was performed and shall provide such notices to City along with the annotated billing report.

The Contractor shall also note the estimated fullness of the bin, including overflowing bins, and make recommendations for adjustments to current service levels for each Customer audited.

**C. Route Audit Schedule.** Thirty (30) calendar days prior to the Commencement Date, Contractor shall submit a twelve (12)-month schedule for performing route audits, listing each route and calendar quarter that each route will be audited. If the Contractor proposes to modify the schedule during the Term, the Contractor shall submit a revised route audit schedule to Stanford for approval.

## 5.11 Billing

{Note to proposers: This section may be updated based on Proposer’s billing capabilities.}

A.Contractor shall use software approved by Stanford to bill and collect from Persons receiving Collection services at Rates set in accordance with Article 9 of this Agreement. Contractor shall also use software designated by Stanford to receive purchase orders submitted to Contractor for on-call services.

B. Stanford reserves the right to verify rates and tonnages before payment of invoices.

C. Contractor shall directly bill each single-family Faculty and Staff Housing unit.

D. Invoices for services provided by Contractor shall be rendered on a monthly basis, 30 days in arrears. Contractor must receive approval from Stanford on their invoice template prior to issuing invoices. All invoices must include the following, and information shall be provided separately for each service location:

1. Purchase Order/Site Location
2. Total Solid Waste tonnage per month with cost per ton including hauling costs per ton
3. Total Recyclable Materials tonnage per month with cost per ton including hauling costs per ton
4. Total Organic Materials tonnage per month with cost per ton including hauling costs per ton

E. For Faculty and Staff Housing, on each bill, Contractor shall include a brief message to Customers providing service‐related announcements such as messages about new services, Bulky Item services, proper handling of Household Hazardous Waste, holiday tree Collection, etc. Additionally, Stanford may direct Contractor to insert up to twelve (12) educational mailers per year into electronic and paper bills with the Billings, which may be prepared by the Contractor, Stanford, or Stanford’s designee, as directed by Stanford.

## 5.12 Customer Service Program

### 5.12.1 Program Requirements

{Note to proposers: specific times and schedules in this Section may be updated as needed prior to finalizing the Agreement.}

**A. Availability of Representatives.** A representative of the Contractor knowledgeable of the Service Area, services provided by Contractor under this Agreement, and Rates shall be available from 8:00 a.m. to 5:00 p.m. Monday through Friday to communicate with Customers in person, by telephone, and by email, and additionally for the Stanford Contract Manager, by cellular phone text messaging. A representative of the Contractor shall also be available from 8:00 a.m. to 5:00 p.m. on Saturdays to the Stanford Contract Manager by telephone, email, and cellular phone text messaging. Contractor shall maintain a local or toll-free telephone number, which it shall publicize. Contractor shall also maintain an after-hours telephone number allowing twenty-four (24) hour per day access to Contractor management by Stanford Contract Manager in the event of an Emergency involving Contractor’s equipment or services including, but not necessarily limited to, fires, blocked access, or property damage.

**B. Telephone.** Contractor shall maintain a telephone system in operation from 8:00 a.m. to 5:00 p.m. and shall have sufficient equipment in place and staff a representative, or an answering service available to handle the volume of calls experienced on the busiest days, and such telephone equipment shall be capable of recording the responsiveness to calls. Contractor’s telephone system shall offer Customers who have been placed on-hold to opt to leave a voice message or email, rather than remain on-hold. An answering machine or voicemail service shall record Customer calls and voice messages between 5:00 p.m. and 8:00 a.m. Contractor shall provide a live, not automated, call back on the same day to all Customers who leave voice messages by 5:00 p.m. on a Working Day and shall provide a live call back by noon of the following Working Day for any voice messages left after 5:00 p.m. If Contractor’s telephone Customer service performance falls below the requirements of this Section, Stanford shall have the right to require Contractor to increase its staffing levels and/or call handling capacity without requirement for any additional compensation to the Contractor.

**C. Website and Email Access.** Contractor shall develop and maintain a website, hosted on the Contractor’s web domain, that is accessible by the public and is specifically dedicated to services provided in the Stanford Service Area in accordance with this Agreement. Contractor’s website shall include all Rates allowed to be charged under the Agreement; provide electronic copies of public education and outreach materials produced and distributed under this Agreement; and, provide Customers the ability to e-mail Contractor questions, service requests, or Complaints. Contractor shall respond the same day to all Customers who leave e-mail messages by 5:00 p.m. on a Working Day and shall respond by noon of the following Working Day for any e-mail messages left after 5:00 p.m. Contractor may respond to Customer e-mails either via e-mail or phone.

Contractor shall update the website as needed so that information provided is current. Contractor shall update the website with additional information, including but not limited to, additional public education information or links to relevant Stanford webpages, upon request of Stanford Contract Manager. Contractors who will be providing websites, web applications, and/or web tool design or development services to Stanford agree that their deliverables will meet the requirements of the Stanford University Online Accessibility Policy, <http://ucomm.stanford.edu/policies/accessibility-policy.html>, the provisions of which are incorporated by reference into these terms.

**D. Training.** All Persons involved in providing Customer service and/or billing support to Customers shall be well trained in and knowledgeable of all aspects of Stanford’s Collection services, programs, Rates, and other relevant information. Contractor shall maintain a record of employee trainings, including dates of all training events, and documentation of employee attendance at such events, and shall make such records available to Stanford Contract Manager upon request.

### 5.12.2 Service Requests, Compliments, Complaints

**A. General.** Contractor shall be responsible for the prompt and courteous attention to, and prompt and reasonable resolution of, all Customer service requests and complaints. Contractor shall respond to all complaints and service requests within one (1) business day. Contractor shall record in a separate log, approved as to form by Stanford Contract Manager, and electronically accessible to the Stanford Contract Manager at all times, all complaints, noting the name and address of complainant, date and time of complaint, nature of complaint, and nature and date of resolution. The Contractor shall retain this complaint log for the Term of the Agreement, and shall provide documentation of complaints received in previous month as part of Contractor’s monthly report, in accordance with Article 8. Upon request by Stanford Contract Manager, Contractor shall compile and submit a summary table of the complaint log.

 Contractor shall respond to all complaints received within twenty-four (24) hours, weekends and Holidays excluded. In particular, if a complaint involves a failure to Collect Solid Waste, Recyclable Materials, or Organic Materials, Contractor shall Collect the material in question within twenty-four (24) hours of receipt of the complaint, provided that the Generator has properly placed materials for Collection.

**B. Service Level Change Requests.** Contractor shall provide Container sizes, quantities, and collection frequencies consistent with service level change requests within seven (7) days of the initial request by Stanford.

**C. Special Service Accommodations.** Upon Stanford request, Contractor shall provide special accommodations for specified service locations, including but not limited to increased care for protected trees in the service vicinity, lowering bollards physically or remotely, adhering to vehicle height restrictions, and dismounting from collection vehicles to bring Containers into a serviceable location.

**D. Missed Pickups.** When handling Customer Complaints related to missed or incomplete Collections, Contractor shall not question or contest the Customer’s claim that the Collection was missed or incomplete, even in cases where the route driver recorded the Container(s) in question as already “Collected” or “not out.” If Contractor believes a Customer has pattern of inaccurately reporting missed Collections, Contractor may submit a request to the Stanford Contract Manager that the Customer be disqualified from receiving future free missed pickup collections for a period to be determined by the Stanford Contract Manager. Such application shall include, but not be limited to: a statement explaining why Contractor believes the missed Collections were inaccurately reported; documentation of the Customer’s prior Complaints and resolution thereof; and, call notes taken during the Complaint calls.

Contractor shall resolve every Customer Complaint of a missed or incomplete Collection by returning to the Customer address and completing the Collection. For all Complaints related to missed Collections that are received by 3:00 p.m. on a Working Day, the Contractor shall return to the Customer address and Collect the missed materials on the same Working Day on which the missed Collection was reported. For those Complaints related to missed Collections that are received after 3:00 p.m. on a Working Day, the Contractor shall have until the end of the following Working Day to resolve the Complaint.

## 5.13 Information Available Upon Request

Upon request, Contractor shall provide Stanford electronic access to, and training regarding, Contractor’s Customer service and billing system, and/or reports generated therefrom, to view Customer records, including without limitation, service information, Rates, and Customer call history. Such request shall be made at reasonable times and with reasonable notice. The Contractor shall electronically provide information requested by Stanford in a timely manner, not to exceed five (5) days from the time of request.

## 5.14 Contractor’s Transition Plan

Contractor acknowledges that the Contractor’s implementation of the services required under this Agreement shall occur in a smooth and seamless manner such that Customers do not experience disruption in Collection services. Contractor shall be responsible for managing implementation of new Collection services and other related services (e.g., Customer billing, equipment procurement, new Container distribution, etc.) required under this Agreement, and shall do so in accordance with the Contractor’s Transition Plan submitted as part of the Contractor’s Proposal, as provided in Exhibit F.

## 5.15 Transition of Services to Next Contractor

Contractor shall take direction from Stanford with regard to the transition of services from Contractor to the subsequent contractor providing comparable services to those described in this Agreement, including: providing Customer billing and account files; providing Customer complaint files; providing Route lists; providing Route maps; allowing interested employees to be available for interviews and training with the new contractor; coordinating the delivery of new and collection of old Containers (if appropriate); and, all other information and activities necessary to ensure a smooth transfer of the provision of services from the Contractor to the subsequent contractor. Contractor may, but is not obligated to, sell its Collection vehicles, equipment, or Containers to the next contractor. Contractor acknowledges that it may not claim reimbursement nor confidentiality/trade secret privilege for any information or services that are appropriate in the sole discretion of Stanford Contract Manager to conform to this provision.

## 5.16 Contractor Service Waivers

**A. Disaster Waivers.** In the event of a disaster, Stanford Contract Manager may grant Contractor a waiver of some or all Discarded Materials Collection requirements under this Agreement and 14 CCR, Division 7, Chapter 12, Article 3 in the disaster-affected areas for the duration of the waiver, provided that such waiver has been approved by CalRecycle. Any resulting changes in Collection requirements shall be addressed as a change in scope in accordance with Section 3.8.

**B. Removal of Material from Illegal Disposal Sites.** The Contractor may, but is not required to, separate or recover Organic Waste that Contractor removes from illegal Disposal sites as part of an abatement activity to protect public health and safety. Contractor shall report the amount of Discarded Materials removed for Disposal from illegal Disposal sites, in accordance with Article 6.

**C. Quarantined Waste.** If approved by Stanford, the Contractor may Dispose of, rather than Process, specific types of Organic Materials and/or Recyclable Materials that are subject to quarantine and meet the requirements described in 14 CCR Section 18984.13(d) for a period of time specified by Stanford Contract Manager or until Stanford Contract Manager provides notice that the quarantine has been removed and directs Contractor to Transport the materials to the Approved Facilities for such material.

**D. Records and Reporting.** In accordance with Article 8, the Contractor shall maintain records and submit reports regarding compliance agreements for quarantined Organic Materials and Recyclable Materials that are Disposed of pursuant to this Section.

## 5.17 Cooperation with Stanford

**A. General.** The Contractor shall cooperate with Stanford and/or its agent if Stanford desires to collect data, perform field work, conduct waste composition studies, and/or evaluate and monitor program results related to Collection, Processing, and Disposal services performed under the terms of this Agreement. Contractor shall provide requested data, allow site visits, or other activities needed to support the efforts of Stanford.

**B. Weekly Meetings.** Contractor’s representative will be required to meet with designated Stanford personnel once a week beginning at the Commencement of this Agreement. Topics to include but are not limited to transition issues, customer service, service levels, operational issues, outreach, education or training, markets, policies and regulations, reports, billing and areas of improvement. The team will establish a mutually agreed upon protocol for decision-making and resolving concerns. In addition, Contractor’s representative will be required to meet with designated Stanford personnel at minimum eight times per year to plan future rates and operational changes.

**C. Food Recovery.** The Contractor recognizes that, pursuant to the requirements of SB 1383, 14 CCR, Division 7, Chapter 12, Article 10, Stanford is responsible for developing and implementing a Food Recovery program. The Contractor shall cooperate with and shall not impede, interfere, or attempt to impede or interfere with the implementation, expansion, or operation of Food Recovery program efforts of Stanford in the Service Area.

**D. Service Improvements.**

1. Diversion. Contractor shall support Stanford by identifying opportunities to increase Diversion and expand Diversion services provided in the Stanford Service Area (e.g., new technologies, new markets, expanded material types).

2. Collection Infrastructure. Upon Stanford request, Contractor shall assist Stanford with planning for the build-out or other aesthetic or functional improvements for any and all Discarded Materials enclosures from which services are provided under this Agreement. This assistance shall include, but is not limited to: providing data, records, or other materials; responding to emails or phone calls; and, attending meetings to provide guidance to Stanford regarding necessary clearances, approach angles, access requirements, and other concerns reasonably related to the services provided under this Agreement. Additionally, if the Contractor observes new damage to enclosures on the course of its regular Routes, it shall report a description of the damage to Stanford Contract Manager.

3. Construction Design Review. Contractor will be required to review construction and remodel plans as requested for adequate space for Recyclable Materials, Organic Materials, and Solid Waste Containers, and maneuverability and access for collection vehicles.

## 5.18 Contingency Plan

Contractor shall submit to Stanford on or before the Commencement Date, a written contingency plan demonstrating Contractor's arrangements to provide vehicles and personnel and to maintain uninterrupted service during mechanical breakdowns, and in case of natural disaster, other emergencies, or labor disputes. This contingency plan shall be specific to the needs of Stanford and approved by Stanford.

## 5.19 Special Service Requirements for SLAC

Contractor shall adhere to special service requirements described in Exhibit E for collection services at the SLAC National Laboratory, as may be amended from time to time.

# ARTICLE 6. SCOPE OF SERVICES – Additional Services

{Note to proposers: Language in this Article is subject to change based on proposed approach, and services Stanford elects for Contractor to provide.}

Contractor shall perform the services described in this Article. Failure to specifically require an act necessary to perform the service does not relieve Contractor of its obligation to perform such act. Stanford may terminate the performance of any service within this Article at any time without the termination of this Agreement.

## 6.1 Events Services

Upon request, Contractor shall provide Recyclable Materials, Organic Materials, and Solid Waste services for special events within the Stanford Service Area.

Event services shall include, at a minimum, delivery and collection of brute containers or other small containers attendees use to discard Recyclable Materials, Organic Materials, and Solid Waste along with signage, as designated by Stanford Contract Manager in collaboration with the event organizer, based on the needs of the event. Contractor shall provide and set-up a sufficient number of Containers of sufficient capacity and with adequate signs and labeling to meet the needs of the event as determined by Contractor and Stanford Contract Manager or event organizer. Contractor shall service Containers, as agreed-upon with the event organizer, and deliver Collected materials to the appropriate Approved Facility for Processing and/or Disposal, in accordance with the standards of this Agreement.

High-profile events including but not limited to the “Big 5” events of commencement, new student orientation, admissions weekend, alumni reunion, and family weekend require extra attention, coordination, services, and data tracking from the Contractor, and are likely to require significant work on Saturdays and Sundays. Contractor shall be actively involved in planning, implementation, evaluation, and continuous improvement of Diversion and Solid Waste reduction from these events, which generate a significant quantity of Discarded Materials and involve a significant number of campus visitors.

For all other events, including but not limited to student and department events, lectures, conferences, Contractor shall work with the event organizer to determine the service(s) needed, and shall charge Stanford-approved Rates for each service.

The event organizer may request additional service(s) beyond the minimum scope of Collection services described in this Section, and the Contractor shall charge Stanford approved Rates for each service requested.

Contractor shall maintain records of services provided at the event, including the number and type of Containers provided and the Tonnage of each material type (i.e., Recyclable Materials, Organic Materials, and Solid Waste) Collected.

## 6.2 Horse Manure Collection

{Note to proposers: Current horse manure collection totals approximately 2,000 tons annually.}

Contractor shall Collect horse manure from the Stanford Barn and Transport all manure to a facility that manages manure in conformance with California Code of Regulations Title 14, Article 12, and such that the manure is not landfilled, used as alternative daily cover (ADC), nor used as alternative intermediate cover (AIC).

## 6.3 Finished Compost Product Delivery and Giveaway Events

Contractor will deliver up to four (4) cubic yards of finished Compost Product to each Faculty and Staff Housing unit, community garden, the Stanford Golf Course, and the Stanford Community Farm annually upon customer request. Contractor shall deliver compost within seven (7) days of customer request. Compost specifications must be approved by Stanford prior to delivery.

{Note to proposers: Stanford may elect for the Contractor to provide compost delivery, compost giveaway events, a combination of both, or neither.}

Contractor will provide quarterly Compost Product giveaway events for Faculty and Staff housing residents. Contractor shall make available for distribution at each event at least fifty (50) cubic yards of Compost Product to Stanford Faculty and Staff Housing residents and the Stanford Community Farm at no additional cost to Stanford. The location, date, and time of such events shall be mutually agreed upon by Contractor and the Stanford Contract Manager and may be held in conjunction with other Stanford-approved events. Contractor shall deliver the Compost Product to the agreed-upon event location at no cost to Stanford or Customers. Contractor shall provide at least one (1) attendant for at least six (6) hours per event.

## 6.4 Special Material Handling

{Note to proposers: This Section will be updated based on Proposal received.}

Contractor shall Collect, or arrange to have collected, the following materials to Divert or chemically recycle, as approved by Stanford: expanded polystyrene, lab plastics, lab glass, and plastic film.

## 6.5 Wood Chip Service

Contractor shall, upon Stanford request, arrange for tree logs to ground into be wood chips, to be used on the Stanford campus. Contractor shall receive approval for wood chip specifications prior to commencement of this service. Contractor may grind tree logs in the Service Area, or transport tree logs out of the Service Area and deliver wood chips to Stanford.

## 6.6 Stanford Recycling Drop Off Center

Contractor shall operate a public drop off center. The public drop off center shall be opened a minimum of six (6) days per week from 8am – 4pm, and allow members of the public to drop off for Diversion at minimum scrap metal, textiles, books, and electronics, at no charge to the Customers or Stanford.

## 6.7 Street Sweeping Services

{Note to proposers: This Section may be moved, at the sole discretion of Stanford, to a separate agreement to be signed by Contractor.}

**A. General Requirements.** Contractor shall furnish all labor, equipment, tools, materials, and supervision, except as furnished by Stanford, to manage and perform all operations for sweeping of streets and parking lots, and cleaning all storm drains located in the swept streets and parking lots utilizing a Standard of Procedure approved by Stanford.

 Parking lots often include landscaped and curbed islands. Such island interiors are not part of the surface to be cleaned under this contract. However, Contractor shall be responsible for removal of any spill-over from an island and shall not contribute to the deposit of litter or other debris upon an island.

B. **Method of Sweeping.** Contractor will choose their own equipment method and procedure for sweeping. With the exception of frequency, the binding requirement is that streets and parking lots are observed to be clean immediately following sweeping. Clean shall mean free of the following:

 1. tree droppings;

 2. litter of any kind including fine dirt and gravel;

 3. debris resulting from normal traffic or from average seasonal storms.

 Contractor is not expected to clear objects or quantities of an abnormal size and amount from surface.

C. **Time Schedule for Sweeping.** Streets are to be swept during hours when traffic and parking area usage are at a minimum. Quad streets are only to be swept between 6:00 p.m. and 6:00 a.m. Contractor should judge the best time of day to sweep residential streets.

D. **Disposing of Debris.** All debris collected from cleaning as described in this Agreement shall be disposed of by the Contractor. Stanford will permit the use of designated dumpsters for this purpose.

E. **Submissions by Contractor.** Contractor will provide Stanford Contract Manager electronically with a monthly schedule of surfaces to be swept, showing day and time for sweeping, subject to Stanford Contract Manager’s approval. Contractor will keep such schedule current and notify the Stanford Contract Manager, in advance, of changes whenever possible. Contractor will meet with Stanford at a minimum of once each month on an agreed date to review the quality of Contractor’s work and any other items associated with the contract.

## 6.8 Public Receptacle Service

Contractor shall provide Collection, Transportation, Processing, or Disposal service to all public receptacles for Recyclable Materials, Organic Materials, and Solid Waste in place or placed by Stanford on sidewalks, at bus stops, in common areas, and at other Stanford properties, at a frequency approved by Stanford. If additional public litter containers are installed during the term of this Agreement, Contractor shall service all additional public litter containers at the Rate provided in this Agreement.

## **6.9 Waste Characterization Study**

{Note to Proposers: Stanford may, at its sole discretion, update this Section to reflect your proposed waste characterization study approach.}

Stanford reserves the right to request that Contractor conduct a waste characterization study from time to time, and to negotiate a fee for such waste characterization study with Contractor. Such waste characterization study shall provide a representative and comprehensive evaluation of total discarded materials generation by building and space type for the entire Service Area.

## **6.10 Surface Cleaning of Waste Enclosures**

Contractor shall provide surface cleaning for waste enclosures quarterly. Contractor shall provide Stanford Contract Manager with a Standard of Procedures for cleaning, and annual schedule for cleaning, to be approved by Stanford prior to the commencement of such cleaning services.

## **6.11 Dynamic Routing**

{Note to Proposers: Stanford may elect dynamic routing for all or part of collection services. Contractor’s proposal for dynamic routing will be included here.}

## 6.12 Contamination and Container Capacity Monitoring

{Note to Proposers: This Section will be updated to reflect a negotiated contamination and container capacity monitoring plan compliant with SB 1383, if Stanford elects for the Contractor to perform contamination and container capacity monitoring. The Zero Waste Specialist and Account Manager described in this Agreement must not perform contamination and container capacity monitoring, although either may play a management and/or data analysis role. The current language below is provided for illustrative purposes only.}

**A. Contamination and Capacity Monitoring Assessments.** The Contractor shall, at its sole expense, conduct ongoing contamination monitoring of Containers for Prohibited Container Contaminants and capacity monitoring for fullness of Containers upon time of Collection, in a manner that is approved by Stanford and meets the minimum requirements of this Section.

 Contractor shall inspect all Containers in service for all Discarded Material types (Recyclable Materials, Organic Materials, and Solid Waste) in the Contractor’s Service Area for Prohibited Container Contaminants and to determine estimated remaining capacity of the Container. For each review, Contractor shall electronically record, at a minimum, the following information:

1. The date and time the review was conducted and the staff member(s) that conducted the review;
2. The number of contaminated Containers identified and the type of Prohibited Container Contaminant(s) observed, listed separately by Container type and material type (Solid Waste, Organic Materials, and Recyclable Materials), at each service location;
3. Description of observed conditions of Containers and enclosures (e.g., damage to Containers or enclosures, cleanliness of the area, overflow, missing Containers, or other notable observations);
4. Estimated remaining capacity, by percentage, of Container for Discarded Materials; and,
5. Photographic documentation of the observed contamination and conditions.

Contractor shall report this information to Stanford in accordance with Article 8.

**B. Contamination Response**. Upon identification of Prohibited Container Contaminants in a Container, Contractor shall notify Customers that are assigned to use that service location and send a notice to the Customer by e-mail or other electronic message. The notification shall, at a minimum:

1. Inform the Customer of the observed presence of Prohibited Container Contaminants;

2. Include the date and time the Prohibited Container Contaminants were observed;

3. Include information on the Customer’s requirement to properly separate materials into the appropriate Containers, and the accepted and prohibited materials for Collection in each Container; and,

4. Include photographic evidence.

 The format of the contamination notice shall be approved by Stanford Contract Manager.

# ARTICLE 7. STANDARD OF PERFORMANCE

## 7.1 General

Contractor shall at all times comply with Applicable Laws and provide services in a manner that is safe to the public and the Contractor’s employees. Except to the extent that a higher performance standard is specified in this Agreement, Contractor shall perform all Services under this Agreement in a skillful, competent and timely manner in strict accordance with standards of nationally recognized professionals engaged in performing services similar to those contemplated by this Agreement and specific Stanford Purchase Orders issued under this Agreement. Contractor shall be responsible to Stanford for all damages due to Contractor’s failure to perform any Services in accordance with these standards. Neither review nor approval of Contractor’s work shall relieve Contractor of its duty to adhere to these standards of professional care in the performance of its duties.

## 7.2 Operating Hours and Schedules

**A. Hours of Collection.** Contractor shall develop a pick-up schedule to be approved by Stanford. Stanford reserves the right to designate the time of day for servicing the containers at each facility. Unless otherwise authorized by Stanford Contract Manager, Collection of Solid Waste, Recyclable Materials, and Organic Materials from Premises may occur only between the hours of 5:00 am and 5:00 pm, Sunday through Saturday. Contractor must also be able to provide seasonal off-hours services during large events such as university commencement ceremonies. Contractor shall promptly resolve any Complaints of noise during the morning or evening hours of the day to the satisfaction of Stanford Contract Manager.

**B. Holiday Collection Schedule.** Stanford may, at its sole discretion, elect to omit and/or modify scheduled pick-ups when said pickups would occur on Stanford observed holidays. Stanford will provide seven (7) days advance written notice of any such schedule modifications. The Contractor shall identify the number of pick-ups that were omitted or reduced at each facility for the respective billing period. The quantity shall be extended by the quoted rates herein and shall be reflected on the invoice for the same period. Scheduled collections which fall on Christmas, New Year’s Day and Thanksgiving Day may be adjusted to the day before or after the designated holiday.

**C. Emergency Response.** Contractor must be able to provide emergency services to any Stanford Container 24-hours per day, seven days per week, 365 days per year. When required by Stanford, 24 hour-a-day emergency service with a response time of four (4) hours or less shall be provided by the Contractor.

**D. Permanent Changes in Service Days.** The regularly scheduled day for Collection may only be changed with prior written approval from the Stanford Contract Manager. Once approved, Customers shall be notified in writing two (2) weeks prior to any schedule changes to Solid Waste, Recyclable Materials, and Organic Materials services. Contractor shall not permit any Customer to go more than seven (7) calendar days without service during a Collection schedule change.

## 7.3 Collection Standards

**A. Care of Equipment and Private Property.** Contractor shall use due care when handling Solid Waste, Recyclable Materials, and Organic Materials Containers. Containers shall not be thrown from trucks, roughly handled, damaged, or broken. Containers shall be returned to the proper Collection point upright, with lids properly closed and secured. Contractor shall ensure that its employees close all gates, doors, or other enclosure types and lock all locks opened by them in making Collections, unless otherwise directed by Stanford Contract Manager. Stanford may levy Liquidated Damages for repeated occurrences of noncompliance with these standards in accordance with Section 10.6 of this Agreement

 Stanford shall refer Complaints about damage to private property to Contractor. Contractor shall promptly repair all damage to private property caused by its employees or Subcontractors

**B. Litter and Spilled Materials Cleanup and Abatement.**

**1. Minimization of Spills and Litters.** Contractor shall use due care to prevent Solid Waste, Recyclable Materials, and Organic Materials from being spilled or scattered during the Collection or Transportation process. Each Collection vehicle shall carry a broom and shovel at all times for the purpose of cleaning up Discarded Materials.

 Contractor shall not Transfer loads from one vehicle to another on any public street, unless it is necessary to do so because of mechanical failure, hot load (combustion of material in the truck), or accidental damage to a vehicle.

 Contractor shall cover all open Drop Boxes serviced under this Agreement at the pickup location before Transporting materials to the Approved Facility.

**2. Clean-Up**. If any Litter or spillage is observed during the Collection process, the Contractor shall clean-up Litter or spillage in the immediate vicinity of any Container or Collection location whether or not Contractor has caused the Litter. Contractor shall clean up materials immediately, prior to the Collection vehicle leaving the area. If the spillage contains any grease or grease-like waste, Contractor shall be responsible for the pressure cleaning of the area of the spillage. Absorbent material shall be used for liquid spill cleanups. If Contractor's Collection vehicle leaves the area without cleaning the spillage, Contractor shall, upon notification by Stanford Contract Manager, provide personnel to remove the spillage and clean the spillage area within twenty-four (24) hours of said notification.

 The Contractor shall discuss instances of repeated spillage not caused by it directly with the Customer or Generator responsible, if known, and will report such instances to Stanford Contract Manager. Stanford will attempt to rectify such situations with the Customer(s) or Generator(s) if Contractor has already attempted to do so without success.

**C. Noise.** All Collection operations shall be conducted as quietly as possible and shall conform to applicable Federal, State, County and Stanford noise level regulations.

**D. Routes.** On or beforethe Commencement Date, and upon Stanford Contract Manager request thereafter, Contractor shall provide Stanford Contract Manager with Route information and maps of the Contractor’s planned Collection Routes, in a format approved by Stanford Contract Manager. Contractor shall meet and confer with Stanford Contract Manager to amend the Route schedule if needed, and Contractor shall not modify scheduled Collection Routes or scheduled Collection days without prior written approval from Stanford Contract Manager and with notification to Stanford Contract Manager.

## 7.4 Vehicle Requirements

Contractor shall provide Collection vehicles sufficient in number and capacity to efficiently perform the work required by the Agreement in strict accordance with its terms. Contractor shall have available sufficient back-up vehicles for each type of Collection vehicle used to respond to scheduled and unscheduled maintenance, service requests, complaints, and Emergencies. All such vehicles shall have watertight bodies designed to prevent leakage, spillage, or overflow. All such vehicles shall meet on-road heavy duty vehicle emissions requirements, and comply with all Federal, State, and local laws and regulations. Contractor shall report any vehicle fluid leaks or spills in the Service Area within one (1) hour of leak or spill.

Contractor shall provide a fleet of collection vehicles that optimizes cost savings and emission reductions, and that displays aesthetic and cleanliness standards appropriate for the Stanford community.

Vehicles shall be operated in compliance with the California Vehicle Code, and all applicable safety and local ordinances. Regardless of vehicle age or replacement year, Contractor shall replace any vehicle if Stanford determines that such vehicle(s) do not comply with the standards as set forth herein. Contractor shall not load vehicles in excess of the manufacturer's recommendations or limitations imposed by State or local weight restrictions on vehicles. Collection vehicles shall present a clean appearance while providing service under this Agreement. Collection vehicles shall be thoroughly washed and steam cleaned on a regular basis. Stanford Contract Manager may inspect vehicles at any time to determine compliance with sanitation requirements and may direct Contractor to wash and steam clean a vehicle it believes is not in conformance and Contractor shall do so within twenty-four (24) hours.

Contractor's name (indicating that the vehicles are owned and operated by Contractor), local telephone number, and vehicle number shall be displayed on all vehicles in at least three (3) inch characters. Contractor agrees not to display Stanford’s name or other trademarks (together referred to herein as the “Marks”), or the name or trademarks of any related organization, on any of the Contractor’s vehicles without the prior written consent of Stanford’s Assistant Vice President of Business Development.

Vehicles that are not operating properly shall be taken out of service until they are repaired and operate properly. Contractor shall repair, or arrange for the repair of, all of its vehicles and equipment for which repairs are needed because of accident, breakdown, or any other cause so as to maintain all equipment in a safe and operable condition. Stanford Contract Manager may inspect vehicles at any reasonable time, and within three (3) calendar days of such a request, to determine compliance with vehicle condition requirements.

Upon Stanford Contract Manager request, Contractor shall furnish Stanford a written inventory of all vehicles, including Collection vehicles, used in providing service, and shall update the inventory annually. The inventory shall list all vehicles by manufacturer, identification number, date of acquisition, type, capacity, and decibel rating.

## 7.5 Container Requirements

**A. General**. Contractor shall provide a sufficient number of Containers, approved by Stanford, and of the appropriate size for the storage of Solid Waste, Recyclable Materials, and Organic Materials in the Service Area locations specified in Exhibit C. Containers used for the storage of Solid Waste, Recyclable Materials, and Organic Materials shall be designed and constructed to be aesthetically pleasing, durable, watertight, and to prevent the leakage of liquids. All Bin lids shall have counterbalance hinges. Contractor shall provide all locks and keys necessary to lock designated Bins, and shall provide copies of the master key to Stanford Contract Manager upon request. Locks for enclosures shall be provided by Stanford. Contractor shall inform Stanford Contract Manager of any damage or replacement needed for any locks to Bins and/or enclosures upon observance. Containers, container labels, enclosure signs, and other related equipment shall be designed, ordered, and distributed or installed in accordance with this Section and the Contractor’s Transition Plan specified in Exhibit F.

**B. Stanford Ownership of Containers at End of Term.** Upon request by Stanford, Contractor will be responsible to reuse or Recycle old Containers from previous contractor. Upon expiration or early termination of Agreement, all Containers purchased and put into service at Service Area during the Term of the Agreement shall become property of Stanford at a total cost of one dollar ($1) to Stanford.

 At its sole discretion, Stanford may elect not to exercise its rights with regards to this Section and, in such case, the Containers shall remain the property of the Contractor upon the date of this Agreement’s expiration or earlier termination. In such case, Contractor shall be responsible for removing all Containers in service from the Premises within fourteen (14) Working Days of the expiration date or early termination date of this Agreement or within a different timeframe mutually agreed to by the Parties. Contractor shall arrange for reuse or Recycling of Containers removed from the Service Area.

**C. Container Colors.** Contractor shall provide Collection Containers that comply with the Container color requirements specified in this Section, or as otherwise specified in 14 CCR Section 18982; 14 CCR, Division 7, Chapter 12, Article 3; or, other Applicable Law. Colors shall be colorfast and resistant to fading as a result of weathering or ultraviolet degradation; and the lids and bodies shall be standard for each Container type, as follows:

1. Recyclable Materials Containers:

a. Carts shall have blue bodies and blue lids, and

b. Bins or other Containers shall have blue bodies and gray or black lids;

2. Organic Materials Containers:

a. Carts shall have green bodies and green lids, and

b. Bins or other Containers shall have green bodies and gray or black lids; and,

3. Solid Waste Containers:

a. Carts shall have gray bodies and gray lids, and

b. Bins or other Containers shall have gray bodies and gray or black lids.

 For the purposes of this Section, “gray” means any shade of gray, which may include black. Hardware such as hinges and wheels on the Containers may be a different color than specified above. Contractor shall obtain the written approval of Stanford Contract Manager for proposed Container material, design, colors, labeling, and other specifications before acquisition, painting, labeling, or distribution occurs.

**D. Labels**.

**1. Container Labels.** All Containers placed in the Service Area shall comply with the following labeling requirements. Contractor shall obtain Stanford Contract Manager approval of all Container markings and labels, including label content, design, material, and proposed location on Containers prior to ordering, labeling, or distributing Containers. Container body labeling shall be positioned both on the front of each Container and on at least one side of each Container such that it is visible to the Customer at all times. Carts shall have labels on the top of lids through in-mold technology; and, Bins and Drop Boxes shall have labels adhered to the body of Bins. Bins and Drop Boxes shall have labels of a minimum size three (3) feet wide by one (1) foot high. {Note to Proposers: Label size requirement subject to change.} Stanford reserves the right at its sole discretion to affix additional labels on any Containers at Stanford’s sole expense. Containers shall not be labelled with Stanford’s name or other trademarks, or any variation thereof.

 All Containers shall include labels with, at a minimum, the following:

a. Indication of material type as follows: “LANDFILL” for Solid Waste; “RECYCLE” for Recyclable Materials, and, “COMPOST” for Organic Materials;

b. Contractor's name and serial number; and,

c. High-quality educational information label(s) with text and graphics images, including, at a minimum for each Container type: primary materials accepted for that Container type; primary materials prohibited and a clear indication of Prohibited Container Contaminants for that Container type; notification forbidding Hazardous Waste and describing proper Disposal thereof; and, other information about the Collection program as requested by Stanford Contract Manager.

**2. Enclosure Signage.** In addition to labeling Containers, Contractor shall produce signs for enclosures in the Service Area. Enclosure signs shall include both text and graphic images that illustrate the primary materials accepted and primary materials prohibited for each Container type, and/or other information requested by Stanford Contract Manager. Enclosure signs shall be made of a material that is durable and weather resistant. The design, material type, and proposed location for the signs on or within the enclosures shall be approved by the Stanford Contract Manager prior to installation.

**E. Maintenance,** **Cleaning, Painting**. Contractor shall replace or repaint a minimum of one-third (1/3) of all Containers annually, at no cost to Stanford or Customer. Contractor shall additionally repaint Containers as-needed, upon request by Stanford at the Rate specified in this Agreement . Each Container shall be: lockable, free of any dents and painting discolorations, and in good condition. Contractor shall replace labels as needed to ensure labels are legible and remain fully intact.

 At least monthly for each Organic Materials Container, and for at least one-third (1/3) of all other Containers (e.g., Recyclable Materials, Solid Waste, C&D) annually, Containers shall be steam cleaned or cleaned by a pressure washing system that is equivalent to steam cleaning, before being placed back in service, at no cost to Stanford or Customer. This cleaning will be conducted off-site by Contractor. Contractor shall prepare and provide to Stanford Contract Manager an annual schedule for steam cleaning of Containers. This schedule shall include the serial number for each Container in service under this Agreement and the dates during the year that these Containers shall be cleaned. If Contractor fails to include in monthly reporting confirmation of cleaning by the scheduled date, Contractor shall be subject to the Liquidated Damages specified in Section 10.6 of this Agreement.

Additional requests for cleaning will be billed at an established rate provided in Exhibit B.

**F. Recycled-Content Standards.** When purchasing new plastic Containers (e.g., Carts; kitchen pails or other Containers for Customers), Contractor shall purchase Containers that contain a minimum of thirty percent (30%) post-consumer Recycled plastic content, unless this requirement is otherwise waived by Stanford. All such Containers shall be one hundred percent (100%) Recyclable. Contractor shall obtain Stanford Contract Manager’s written approval of Container specifications before acquisition.

**G. Container Locations.** Contractor shall place Containers only in locations approved by Stanford Contract Manager, and shall obtain approval to relocate Containers from Stanford Contract Manager. Stanford Contract Manager reserves the right to direct Contractor to change Container locations at any time during the Term of the Agreement. Contractor shall provide Stanford Contract Manager with an updated Collection schedule of the Solid Waste, Recyclable Materials, and Organic Materials Containers in the Stanford Service Area.

**H. Abandoned Containers.** If Contractor abandons any Container used to provide Collection services under the Agreement, Stanford may remove the Container and/or Dispose of the contents of the Container. If Stanford removes a Container abandoned by Contractor and/or Disposes of the contents of any Container abandoned by Contractor, Stanford may charge Contractor for Stanford's costs incurred in such removal and/or Disposal and for Stanford's costs of storage of the Container. Contractor shall reimburse Stanford for such costs within ten (10) days of the date of Stanford's invoice for such costs.For the purposes of this Section, "abandoned" includes:

1 Contractor's failure to remove all Containers within the time period specified by Stanford Contract Manager upon termination of this Agreement pursuant to Article 10 of this Agreement;

2 Contractor's failure to remove a Container within a reasonable period after the expiration of this Agreement, except in the case where Contractor has been granted an extension of the Term of said Agreement or Contractor has been granted a subsequent contract authorizing Contractor to Collect and Transport the type or types of Solid Waste, Recyclable Materials, or Organic Materials within the Stanford Service Area for which the Container was used pursuant to this Agreement; and/or,

3 Contractor's failure to Dispose of the contents of a Container within five (5) days after Stanford Contract Manager or designee issues a written notice to Contractor to Dispose of the contents**.**

**I.** **Remote Monitoring**. Stanford shall have the right, at its sole discretion, to install monitoring cameras in Containers owned, leased or serviced by the Contractor.

## 7.6 Personnel

**A. General**. All Services hereunder shall be performed by personnel experienced and highly skilled in their profession and in accordance with the highest applicable standards of professionalism for comparable or similar services. Contractor shall be responsible for the professional quality, timeliness, coordination, completeness and results of Services. Contractor personnel assigned to perform Services shall be as proposed by Contractor and approved by Stanford. No such personnel of Contractor shall be reassigned without the approval of Stanford. Contractor shall use only personnel required for the performance of the services who are qualified by education, training, and experience to perform the tasks assigned to them. Contractor agrees to replace any of its employees whose work is considered by the Stanford Contract Manager to be unsatisfactory or contrary to the requirements of the Services to be performed hereunder. Stanford’s Contract Manager shall not supervise nor control the details of Contractor’s Services, but rather shall be interested only in the results of Contractor’s Services.Contractor shall furnish such qualified personnel as may be necessary to provide the services required by this Agreement in a safe and efficient manner. Contractor shall designate the Account Manager, as described in this Agreement, to serve as Stanford’s primary point of contact with Contractor. Contractor shall notify Stanford Contract Manager of any changes in Contractor’s key staff to be assigned to perform the services required under this Agreement.

**B. Equal Opportunity.** In connection with its performance under this Agreement, Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, age, national origin; or because he or she is a special disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant is qualified; or because of physical or mental disability in regard to any position for which the employee or applicant is qualified. Contractor agrees to comply with the following federal regulations which are hereby incorporated herein by reference: 41 CFR 60-1.4; 41 CFR 60-250.5; 41 CFR 60-741.5; and all other applicable regulations of 41 CFR Part 60, Federal Acquisition Regulation (“FAR”) 52.222-26 (Equal Opportunity); FAR 52.222-27 (Affirmative Action Compliance Requirements for Construction) – applicable for construction contracts only; FAR 52.222-35 (Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era); FAR 52.222-36 (Affirmative Action for Workers with Disabilities); and all other applicable provisions of the Federal Acquisition Regulations.

**C. Stanford’s Living Wage Requirements.** This Agreement is subject to Stanford’s “Living Wage and Benefit Guidelines for Stanford Contractors,” hereinafter “The Guidelines”, which can be found at: https://fingate.stanford.edu/purchasing-contracts/policy/policy-and-initiative-information-suppliers#anchor-23986. Contractor represents and warrants that it will comply with The Guidelines as amended by Stanford from time to time. Contractor acknowledges that failure to comply with The Guidelines will be deemed a material breach of this Agreement. Contractor agrees to provide in a timely manner upon Stanford’s written request, but in any event not more than 10 business days, written evidence of compliance satisfactory to Stanford.

**D. Stanford Sexual Harassment Policy for Contractors.** Persons who work on Stanford University projects under contract, including supply vendors, must comply with the provisions of Stanford’s Sexual Harassment policy. Stanford defines Sexual Harassment as: “Unwelcome sexual advances, requests for sexual favors, and other visual, verbal or physical conduct of a sexual nature, between persons of the same or different gender, constitute sexual harassment when: (1) It is implicitly or explicitly suggested that submission to or rejection of the conduct will be a factor in academic or employment decisions or evaluations, or permission to participate in a University activity; or (2) The conduct, whether subtle or blatant, has the purpose or effect of interfering with an individual’s academic or work performance by creating an intimidating, hostile or offensive academic, work or student living environment, such as persistent and unwanted communication of a sexual nature (e.g., in person, by phone, text, email, via social media) and applies to one incident if sufficiently severe or repeated behaviors over time.

 For information, consultation, advice or to lodge a complaint, contact the Sexual Harassment Policy Office at 556 O’Connor Lane, Griffin Drell House, Room 101 Stanford, CA 94305-8210, (650) 724-2120; email to: harass@stanford.edu; website: <http://harass.stanford.edu>.

 If Stanford determines that any Stanford employee, student, agent, representative or associate is being sexually harassed by a Contractor employee or subcontractor, the Contractor will immediately remove the employee or subcontractor from any and all Stanford University projects under contract. Contractors must operate in accordance with all federal, state and local laws and regulations, as well as Stanford's Code of Conduct which can be found at: <https://adminguide.stanford.edu/1-1-1>.

**E. Driver Qualifications.** Contractor agrees that all drivers shall be trained and qualified in the operation of Collection vehicles and must have in effect a valid license, of the appropriate class, issued by the California Department of Motor Vehicles.

**F. Safety Training.** Contractor shall provide suitable operational and safety training for all of its employees who operate vehicles or equipment for the Collection of Discarded Materials, or who are otherwise directly involved in such Collection. Upon Stanford’s request, Contractor shall provide a copy of its safety policy and safety training program, the name of its safety officer, and the frequency of its trainings.

**G. Identification.** All representatives of the Contractor shall display, and/or have available, proper identification or documentation exhibiting their association with the Contractor while operating in the field.

**H.** **Subcontractor Obligations**. Subcontractors shall be required to comply with the obligations stated in this Section 5.6.

**I. Displaced Workers.** Contractor shall offer employment to displaced workers currently employed by Stanford’s current contractor at equivalent wages and benefits to the extent such displaced workers are needed to perform the services described in the Agreement. As part of that effort, the Contractor shall offer currently employed collection vehicle drivers the right of first refusal for employment, to the extent permitted by law. However, the Contractor is not required to: (a) displace any of its current employees; (b) modify its current job performance requirements or employee selection standards; or, (c) offer employment to more of the displaced workers than are needed to perform the services required under the Agreement.

**E. Designated Staff.**

1. Contractor’s Account Manager. Contractor shall designate one (1) qualified employee as Stanford’s primary point of contact with Contractor who is principally responsible for Collection operations and resolution of service requests and Complaints. Such individual shall be empowered to make and enact day-to-day management decisions of this Agreement on behalf of and bind Contractor with respect to service-related matters which may arise during the Term of this Agreement. The Account Manager shall also be responsible for ensuring and documenting the Contractor’s compliance with the Agreement and overseeing customer service. Such individual will be dedicated full-time to this Agreement and shall not support Contractor in any other operational, administrative, or business development efforts.
2. Zero Waste Specialist. Contractor shall provide one (1) full-time Zero Waste Specialist as the dedicated resource to partner with Stanford staff to collect, report, and analyze data; ensure data provided is timely, actionable, and accurate; and identify, design, and implement innovative, cost-effective means to reduce waste generation and decrease diversion, including but not limited to public education, technical assistance, research on diversion markets, and academic research projects. The Zero Waste Specialist shall be solely dedicated to Stanford and shall not perform any work related to other clients, proposals, or business functions of Contractor. Contractor shall hire the Zero Waste Specialist in advance of the Commencement Date and the Zero Waste Specialist shall assist in contacting Customers prior to the Commencement Date to determine Service Levels. The Zero Waste Specialist shall be a regular, professional position, compensated in accordance with the wages shown in Contractor’s Proposal for such positions. Contractor acknowledges that the Zero Waste Specialist role shall not be an internship, or entry-level role. Stanford shall have the option to participate in the hiring and training process of Contractor’s Zero Waste Specialist. Stanford may also employ corresponding staff members who will work in partnership with Contractor’s Zero Waste Specialist, and Contractor’s Zero Waste Specialist shall cooperate and share information openly with such Stanford employee(s).

 3. In the event that Contractor fails to provide the required full-time equivalent designated staff for more than two (2) months, Contractor shall remit to Stanford \_\_\_\_\_\_\_\_\_\_ dollars ($\_\_\_\_\_\_) per un-provided employee for every month (in excess of two months) such employee is not provided. {Note to Proposers: The dollar amount in the preceding sentence will be updated with the selected Proposer’s wage equivalent cost savings per month from the job vacancy.} Such amount shall be adjusted annually by the same percentage used to adjust Rates in accordance with Exhibit F. Contractor shall remit such payment within fifteen (15) Business Days of a written request by Stanford.

**F. Key Personnel.** Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor’s staff assigned to perform the services required under this Agreement. Contractor shall notify Stanford of any changes in Contractor’s key staff to be assigned to perform the services required under this Agreement and shall obtain the approval of the Stanford Contract Manager of all proposed key staff members who are to be assigned to perform services under this Agreement prior to any such performance.

Notwithstanding Stanford’s approval of Contractor’s personnel, Contractor shall not be relieved from any liability resulting from the work to be performed under this Agreement, nor shall Contractor be relieved from its obligation to ensure that its personnel maintain all requisite certifications, licenses, and the like, and Contractor shall ensure that its personnel at all times fully comply with Applicable Law.

 At any point during the Term of this Agreement, Stanford may request, in writing, that any of Contractor’s employees be reassigned such that they no longer perform any work relating to this Agreement, and shall provide a statement describing the reason for such request. Within twenty-four (24) hours of Contractor’s receipt of such request, or such other time agreed to by Stanford in writing, Contractor shall remove the identified employee(s) from performing any work related to this Agreement; the vacated position(s) must be filled by Contractor with a suitable replacement within ten (10) calendar days and Contractor shall immediately fill the vacated position with a temporary replacement if required to perform, without delay, all services required under this Agreement.

## 7.7 Hazardous Waste and Contamination Inspection and Handling

**A. Inspection Program and Training.** Contractor shall develop a load inspection program for Hazardous Waste and Prohibited Container Contaminants (which includes Excluded Waste) that includes the following components: (i) personnel and training; (ii) load checking activities; (iii) management of wastes; (iv) recordkeeping and Emergency procedures; and, (v) notification and follow-up process.

 Contractor’s load checking personnel, including its Collection vehicle drivers, shall be trained, at least four (4) times per year, on: (i) the effects of Hazardous Substances on human health and the environment; (ii) identification of Hazardous Waste and Prohibited Container Contaminants; (iii) methods for handling Hazardous Waste and Prohibited Container Contaminants once observed; and, (iii) Emergency notification and other response procedures. Collection vehicle drivers shall inspect Containers before Collection when practical, and shall implement load-checking procedures in a uniform and non-discriminating manner.

**B. Response to Excluded Waste or Contamination Identified During Collection.**

 The Contractor shall not knowingly accept Hazardous Waste or Excluded Waste at the time of Collection. If such material is found, the Contractor shall respond in the following manner:

**1. Generator Identified.** If Hazardous Waste or Excluded Waste is found in or near a Container and the Generator of the waste can be identified, Contractor shall make reasonable attempts to remove and/or isolate the material in question, subject to Contractor's safety procedures, and notify Stanford Contract Manager and the Generator. Notification to the Generator shall include an explanation of the Excluded Waste identified, the Generator’s obligation to remove and properly Dispose of the material, and the phone number of a Facility or entity that can provide information on proper Disposal. If the Excluded Waste cannot be safely removed from a Container, Contractor shall not service that Container until the material has been removed in accordance with Applicable Law. If the Generator does not remove the Excluded Waste within twenty four (24) hours of notification, Contractor shall arrange for a licensed company to provide for the removal, Transportation, and proper Recycling or Disposal of such material; and, bill the Generator for the actual costs of removing, Transporting, and Processing or Disposing of the Excluded Waste.

**2. Generator Not Identified.** If Excluded Waste is found in or near a Container and the Generator of the Excluded Waste cannot be identified, Contractor shall make reasonable attempts to remove and/or isolate the material in question, subject to Contractor's safety procedures. On the same Business Day and prior to Disposal of the Excluded Waste, Contractor shall notify Stanford Contract Manager and Stanford Contract Manager of the location, nature, and estimated total cost of the Disposal of such Hazardous Waste so that Stanford may arrange for its proper Disposal or direct Contractor to arrange for the removal, Transportation, and proper Processing or Disposal of the Excluded Waste by a properly licensed company and bill all Customers with access to such shared Container an equal share of all such costs. Contractor shall include a notice to all such Customers explaining the additional charge, including: notice that Excluded Waste was found; description of the Excluded Waste found; and, instructions for proper Recycling or Disposal of Excluded Waste for the future, including the phone number of a Facility that accepts the Excluded Waste or a phone number of an entity that can provide information on proper Processing or Disposal of the Excluded Waste. If the material cannot be safely removed from a Container, Contractor shall not service that Container until the material has been removed in accordance with Applicable Law. Under no circumstances shall Contractor or Stanford assume title or ownership to any Hazardous Waste or Excluded Waste Collected by Contractor or Stanford

**C. Response to Contamination Identified at Disposal or Processing Facility.** Materials Collected by Contractor shall be delivered to the Approved Facilities for purpose of Processing or Disposal, as appropriate for the material type. In the event that load checkers and/or equipment operators at such Facility identify Prohibited Container Contaminants in the loads delivered by Contractor, such personnel shall remove these materials for storage in approved, on-site storage Container(s) for Prohibited Container Contaminants or otherwise separated from other loads. Upon notification from an Approved Facility that a particular load’s contamination level is excessive based on visual inspection, the Contractor shall inspect the load to determine the source of the Contamination and what steps need to be taken to reduce the Contamination, such as educating Customers on proper sorting and keeping Prohibited Container Contaminants out of the Collection Containers. Upon rejection of a load at any Approved Facility, Contractor shall immediately notify the Stanford Contract Manager verbally, followed by a written notice identifying the Approved Facility where the rejection occurred; the date and time of occurrence; the reason for rejection of the delivered material; photographs of the material; the identification number or information of the vehicle that delivered the material; the Route number; and, the Contractor’s plan for reducing future contamination levels, such as targeted Customer education and outreach. Contractor shall arrange for removal of the Prohibited Container Contaminants at its cost by permitted haulers in accordance with Applicable Law and regulatory requirements. The Contractor may at its sole expense attempt to identify and recover the cost of Disposal from the Customer or Generator. If the Customer or Generator can be successfully identified, the cost of this effort, as well as the cost of Disposal shall be chargeable by Contractor to the Customer or Generator.

## 7.8 Stanford Contract Manager

**A. Stanford Contract Manager.** Stanford has designated Stanford Contract Manager to be responsible for the monitoring and administration of this Agreement. Contractor shall meet and confer with Stanford Contract Manager to resolve differences of interpretation and implement and execute the requirements of this Agreement in an efficient, effective, manner that is consistent with the stated objectives of this Agreement.

 From time to time Stanford Contract Manager may designate other Stanford staff, or agents of Stanford (including contracted independent auditors, consultants, or partner organizations) to work with Contractor on specific matters. In such cases, those individuals should be considered designates of Stanford Contract Manager for those matters to which they have been engaged. Such designates shall be afforded all of the rights and access granted thereto. In the event of a dispute between Stanford Contract Manager’s designate and Contractor, Stanford Contract Manager’s determination shall be conclusive.

 In the event of dispute between Stanford Contract Manager and the Contractor regarding the interpretation of or the performance of services under this Agreement, Stanford Contract Manager’s determination shall be conclusive, except where such determination results in a material impact to the Contractor’s revenue and/or cost of operations. In the event of a dispute between Stanford Contract Manager and the Contractor results in such material impact to the Contractor, Contractor may appeal the determination of Stanford Contract Manager to the Stanford Central Procurement office point of contact identified by the Stanford Contract Manager, whose determination shall be conclusive. For the purposes of this Section, “material impact” is an amount equal to or greater than one percent (1.0%) of Contractor’s annual Gross Receipts under this Agreement. In the event of a dispute between Stanford Contract Manager and Contractor regarding Rates, Contractor may appeal the determination of Stanford Contract Manager to the Stanford Central Procurement office, whose determination shall be conclusive.

 Stanford Contract Manager or their designate shall have the right to observe and review Contractor operations and Processing Facilities and enter Premises for the purposes of such observation and review, including review of Contractor’s records, during reasonable hours and with reasonable notice. In no event shall Contractor prevent access to such Premises for a period of more than three (3) calendar days after receiving such a request.

# ARTICLE 8. RECORD KEEPING AND REPORTING

The Contractor is expected to develop and maintain a detailed data tracking and reporting system to support Stanford’s goal setting, performance tracking, decision-making ability, and regulatory compliance. Stanford requires consistent and accurate reporting of the information collected by the Contractor. The Contractor will utilize the technology necessary to achieve accurate weight, volume, and service data per service location, with a direct data feed for all reporting information to be used whenever feasible.

## 8.1 Recordkeeping and Inspection Authority

**A. Recordkeeping**. Contractor shall, at all times, maintain Customer contact data, Customer service, accounting, statistical, operational, programmatic, and other records, and associated documentation, related to its performance as shall be necessary to provide detailed and accurate reports under this Agreement, and to demonstrate compliance with this Agreement and Applicable Law.

 Stanford shall have access to and the right to examine any directly pertinent books, documents, papers and records of Contractor involving transactions related to this Agreement until the expiration of five (5) years after final payment hereunder, unless otherwise indicated in this Article. Contractor agrees to keep and maintain such records for such period of time and Contractor shall make available, upon written request from the Secretary of the United States Department of Health and Human Services or from the United States Comptroller General, or any of their duly authorized representatives, this Agreement and such books, documents and records of Contractor as are necessary to certify the nature and extent of the reasonable cost of Services to Stanford. If Contractor enters into an agreement with any related organization to provide Services pursuant to this Agreement with a value of $10,000.00 or more within a 12-month period, such agreement shall contain a clause identical in content to the first sentence of this paragraph.

 Records and data shall be in chronological and organized form that is readily and easily interpreted to facilitate the flexible use of data to structure reports. Contractor’s records shall be stored in one central location, physical or electronic, that can be readily accessed by Contractor.

 Contractor shall maintain adequate record security to preserve records from events that can be reasonably anticipated such as a fire, theft, and an earthquake. Electronically-maintained data and records shall be protected and backed up. Stanford reserves the right to require the Contractor to maintain the records required herein using a Stanford-selected web-based software platform, at Contractor’s expense. To the extent that Contractor utilizes its computer systems to comply with record keeping and reporting requirements under this Agreement, Contractor shall, on a monthly basis, save all system-generated reports supporting those record keeping and reporting requirements in a static format in order to provide an audit trail for all data required by Stanford, as requested, under this Agreement.

 At a mutually agreed upon time during normal business hours, but within five (5) Working Days of a written request, Contractor shall provide to Stanford the Contractor’s data and records with respect to the matters covered by this Agreement and Applicable Law. Contractor shall permit Stanford, or its designee, to audit, examine, and make excerpts or transcripts from such data and records, and make copies of all data relating to all matters covered by this Agreement and Applicable Law. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five (5) years following Stanford’s receipt of final payment under this Agreement, unless Stanford agrees in writing to an earlier disposition. Except as otherwise specified in this Section, Contractor agrees that all data regarding business operations, Customer lists, routing, Tonnage, Service Levels, work orders issued from dispatch, Customer service logs and account notes, and work force and bargaining agreements do not constitute proprietary information or trade secrets and shall be made available to Stanford Contract Manager or their designee upon request and within the timelines required by this Section. Contractor shall not use the data for purposes other than to provide services specified in this Agreement.

 Contractor shall maintain records that can establish where Recyclable Materials, Organic Materials, and Solid Waste Collected were Transferred, Processed, or Disposed. This provision shall survive the expiration or earlier termination of this Agreement. Contractor shall maintain these records for a minimum of ten (10) years beyond expiration or earlier termination of the Agreement. Contractor shall provide these records to Stanford (upon request or at the end of the record retention period) in an organized and indexed manner rather than destroying or Disposing of them.

 **B. Performance Review and Audit.** Stanford may conduct, and Contractor shall cooperate with performance reviews and financial audits, at any point during the Term of this Agreement in Stanford Contract Manager’s sole discretion, to verify Contractor has fulfilled its financial and operational obligations under this Agreement. The purpose of such review and audit may at Stanford discretion include, without limitation, to review Complaints, billings, and fee payments to Stanford, and to determine if Contractor has met the performance standards described in this Agreement (including, without limitation, direct services provided to Customers, public education and outreach, recordkeeping and reporting, and performance standards). Stanford may choose to enlist professional service providers to perform such review and audit. Contractor may not influence or control Stanford’s selection of professional service providers nor the specific review items covered by the review. Contractor shall cooperate with Stanford and its agents during the review and audit process. Contractor shall respond in writing with a corrective action plan and a timeline no longer than ninety (90) days to correct any noncompliance or underperformance identified in such a review.

 In addition to the other requirements of this Agreement, the Parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the Agreement, per Government Code Section 8546.7.

## 8.2 Report Format and Submittal

Reports shall be considered late, until such time as a correct and complete report is received by Stanford. If the reports are not filed by the due date, the reports shall be deemed delinquent, and the Contractor may be subject to Liquidated Damages in accordance with Section 12.6. Contractor's failure to file the reports required by this Article shall constitute cause for termination or suspension of the Agreement, pursuant to Article 12 of this Agreement.

Reports shall be prepared in a format designated by Stanford Contract Manager, such that the report may be easily converted into various file types. Contractor may propose report formats that are responsive to the objectives and audiences for each report. The format of each report shall be approved by Stanford Contract Manager, in their sole discretion. Stanford Contract Manager may, from time to time during the Term, review, and request changes to Contractor’s report formats and content, and Contractor shall not unreasonably deny such requests.

Contractor shall submit all reports to Stanford Contract Manager electronically via e-mail using software acceptable to Stanford. Stanford reserves the right to require the Contractor to maintain records and submit the reports required herein through use of a web-based software platform selected and/or owned by Stanford.

Stanford reserves the right to require Contractor to provide additional documents as Stanford Contract Manager reasonably determines to be required for the administration of this Agreement or compliance with Applicable Law, subject to the conditions specified in Section 8.1.

## 8.3 Real-Time Reports

Contractor shall provide real-time reporting to Stanford electronically in accordance with Section 8.2. The reports shall include, without limitation, the following information:

**A. Customer Service Report**

1. Number of Customer calls and emails listed separately by complaints, compliments, and inquiries (where inquiries include requests for service information, Rate information, etc.). For complaints, list the number of calls separately by category (missed pickups, scheduled cleanups, billing concerns, damage claims, etc.).

2. On-Call Service requests, including name of requestor, service address, and reason for request (e.g., special event).

**B. Contamination Monitoring and Container Capacity Report.** In accordance with Section 6.12, the Contractor shall provide the following information: {Note to Proposers: This Section will be updated to reflect your proposed contamination monitoring plan, and removed if Stanford opts to conduct contamination monitoring through another service provider. Proposed methodology must be compliant with SB 1383 annual route review requirements.}

1. The date and time the review was conducted and the name of the staff member(s) that conducted the review;

2. The total number of contaminated Containers observed and what action was taken in response;

3. Copies of photographic documentation taken;

4. Copies of notices sent to Customers in response to observed contamination;

5. Documentation of the total number of Containers with contents Disposed of due to observation of Prohibited Container Contaminants;

6. Any additional information and documentation required in Section 6.12; and,

7. Any other information reasonably requested by Stanford Contract Manager.

## 8.4 Monthly Reports

Contractor shall submit monthly reports to Stanford in accordance with Section 8.2. Contractor shall submit monthly reports within ten (10) calendar days after the end of the calendar month. The monthly reports shall include, without limitation, the following information:

**A. Service Report**

1. A listing of each Container size in the Stanford Service Area from which Contractor Collected Solid Waste, Recyclable Materials, or Organic Materials during the reportable month; {Note to Proposer: this will include public receptacles if Stanford elects for Contractor to conduct public receptacle collection.}

2. The number of Collections of each listed Container size during the reportable month;

3. The number of service locations by volume (cubic yards) of service provided, and service changes from the previous month;

4. Contractor's Gross Rate Revenues by service type provided in Area during the previous month;

5. A listing of each Customer, including the contact name, address, and telephone number for each;

6. The Contractor’s progress in completing its Transition Plan, if not yet fully completed prior to the Commencement Date and reported in accordance with Section 8.6. {Note to Proposer: this provision will be removed or modified, as needed, depending on the proposed timeline of the selected Proposer’s Transition Plan.}

7. Summary of service challenges and planned solutions, including all safety incidents.

8. Summary of Container maintenance, cleaning, and repainting completed.

9. Summary of route and personnel changes.

**B. Collection and Processing Report**

1 The Tonnage of Solid Waste, Recyclable Materials, Organic Materials, C&D, and Bulky Items Collected and removed from within the Stanford Service Area.

2. The Tonnage of Solid Waste, Recyclable Materials, Organic Materials, C&D, and Bulky Items Collected that was Diverted for Reuse, Recycling, or Processing, and the location of the Facility to where such material was delivered.

3. The Tonnage of Solid Waste, Recyclable Materials, Organic Materials, C&D, and Bulky Items Collected within the Stanford Service Area that was Disposed and the name of the Disposal Facility where the Disposal of such Solid Waste occurred.

4. The Tonnage of Discarded Materials removed for Disposal from illegal Disposal sites, if any.

5. Recyclable Materials Tonnage Marketed by commodity and including average commodity value for each; brokers, markets, and end uses for each; and total Recyclable Materials revenue.

5. Upon request of Stanford, include weight ticket number, date, route, truck number, tons transported, cost or payment per ton, total tip fee or payment, residual rates, end markets, and export destinations of Facilities used.

6. Monthly Diversion rate by Customer type, including a Diversion rate for Stanford Stadium as required by Santa Clara County, and in aggregate for all Customer types under this Agreement.

 If, upon review, Stanford determines that Contractor has claimed credit for the Diversion of Solid Waste, Recyclable Materials, Organic Materials, C&D, or Bulky Items that is already being Diverted by a third party, such action by the Contractor shall constitute cause for termination or suspension of the contract pursuant to Article 10 of this Agreement.

**C. Public Education and Outreach Report**

1. A summary of public education and outreach activities conducted in the calendar month;

2. A copy of all education and outreach materials provided to Generators, or otherwise used for education and outreach efforts in accordance with this Agreement;

3. A record of the date and to whom the information was disseminated, or direct contact made, in the form of a list that includes: the Generator’s name or account name, the type of education or outreach received, the distribution date, and the method of distribution;

6. Summary of the results of the enclosure-level waste audits provided to Customers by identifying the number of waste audits conducted in the month; Generator information including address, contact name, account number, Customer type, and the Service Level for each Customer or service location, and any additional information in accordance with Section 5.8.6. Include any observations or recommended service adjustments resulting from such visits.

7. Dates, times, and group or event names of any site visits, meetings, and/or public events attended in the month.

## 8.5 Quarterly Reports

Contractor shall submit quarterly reports to Stanford in accordance with Section 8.2. Contractor shall submit monthly reports within fifteen (15) calendar days after the end of September, December, March, and June. The quarterly reports shall include, without limitation, the following information:

**A. Service Level and Route Audit**. In accordance with Section 5.10, the Contractor shall provide the following information: {Note to Proposers: This Section will be updated to reflect your proposed service level and route audit approach.}

1. The date and time the review was conducted and the name of the staff member(s) that conducted the review;

2. A summary of the results of the review, including, but not limited to, the information and documentation required in Section 5.10;

3. The total number of overflowing Containers observed and what action was taken in response;

4. The number and percentage of billing inaccuracies identified;

5. Copies of photographic documentation taken;

6. Copies of notices sent to Generators in response to observations;

7. Documentation of the total number of Containers with contents Disposed of due to observation of Prohibited Container Contaminants; and,

8. Any other information reasonably requested by Stanford Contract Manager.

## 8.6 Annual and Mid-Year Reports

Contractor shall submit annual and mid-year reports to Stanford in accordance with Section 8.2. Contractor shall submit annual reports by September 30 of each year beginning in 2024 unless otherwise indicated in this Section. Contractor shall submit mid-year reports by March 31 of each year. Annual reports and mid-year reports shall include a year to date summary of the information required in the monthly reports as well as, at a minimum, the following information:

**B. Facility Report**

1. A record of all compliance agreements for quarantined Organic Waste that are Disposed of, including the name of Generator, date issued, location of final Disposition, and the amount of quarantined Organic Waste that was required to be Disposed at a Landfill; and,

2. Written notification that the Approved Organic Materials Processing Facility has and will continue to have the capabilities to Process and recover Compostable Plastics placed in the Collection Containers, in accordance with Section 4.2.C of the Agreement.

**C Public Education Report**

1. A summary of public education and outreach activities completed in the past year.

**D. Waste Minimization Plan Progress Report**

1. A description of the Contractor's progress in implementing its Waste Minimization Plan, in accordance with Section 8.7 of this Agreement.

**E. Greenhouse Gas Emissions Report**

1. A report of greenhouse gas emissions resulting from Contractor’s services provided in this Agreement, or the data necessary for Stanford to calculate such greenhouse gas emissions, as directed by Stanford.

**F. Operations Report**

1. Routes by Service Type

a. Number of routes per day;

b. Types of vehicles;

c. Crew size per route;

d. Number of full time equivalent (FTE) routes;

e. Number of accounts per route;

f. Total route hours per Service Type per year; and,

g. Average cost per route.

2. Personnel

a. Organizational chart;

b. Job classifications and number of employees (e.g. administrative, Customer service representatives, drivers, supervisors, educational staff);

c. Wages by job classification;

d. Number of full time equivalents (FTE) positions for each job classification; and,

e. Number of hours per job classification per year.

3. Productivity Statistics

a. Number of accounts per Service Type;

b. Average number of setouts per Service Type; and,

c. Tons per route per day.

4. Maintenance

 a. Average cost per Service Type.

5. Operational Changes

a. Number of routes;

b. Staffing;

c. Supervision; and,

d. Collection services.

**G. Other Reports.**

1. Any other information requested by Stanford Contract Manager as it relates to services provided under this Agreement.

## 8.7 Waste Minimization Plan

The Contractor shall submit a Waste Minimization Plan to the Stanford Contract Manager for approval on an annual basis, no later than January 15 of each year, unless a less frequent basis is otherwise specified by Stanford Contract Manager. The Waste Minimization Plan shall include a detailed description of how the Contractor intends to conduct services in a way that maximizes Diversion in the Stanford Service Area and complies with State regulatory requirements related to Discarded Materials programs, including but not limited to AB 341, AB 1826, AB 939, SB 1383, AB 901, and AB 1594. Stanford Contract Manager may establish guidelines, forms, and other appropriate material to assist Contractor in preparing the Waste Minimization Plan required by this Section. Stanford Contract Manager may require the Contractor to require specific information in its plans, which may vary year-to-year based on the needs of the Stanford Service Area (e.g., plans for rolling out a new service or new material type, education and outreach campaigns, or meeting new regulatory requirements).

If Stanford Contract Manager disapproves a Waste Minimization Plan, Stanford shall notify the Contractor and explain the deficiency(ies) and include recommendations on how to correct the identified deficiency(ies). The Contractor, at its sole expense, shall correct the deficiency(ies) and submit a revised Waste Minimization Plan.

Should Contractor find a cause to modify the Waste Minimization Plan during the course of the year, Contractor shall submit a written request to Stanford Contract Manager detailing desired modifications, reasons for the modifications, and an explanation of how that modification will result in better service to the Stanford Service Area and Customers than the original plan. If Contractor's modified plan eliminates an activity to be performed by Contractor, it shall be replaced by another comparable activity. In no case should the modified Waste Minimization Plan result in a reduced overall level of effort or service to the Stanford Service Area. Stanford Contract Manager, in their sole discretion, may approve or reject such requested modifications.

## 8.8 Implementation Report

During the time between the Effective Date and Commencement Date of the Agreement, Contractor shall perform any and all activities necessary to commence services on the Commencement Date, including those specified in the Contractor’s Transition Plan set forth in Exhibit F. Prior to the Commencement Date, Contractor shall submit a report detailing the progress and status of the Contractor’s Transition Plan. If an activity was not completed in accordance with the Transition Plan, the Contractor shall provide an explanation as to why the activity was not completed or why an alternate approach was taken, and a description of the Contractor’s plan to complete such activity. Unless otherwise authorized by Stanford Contract Manager, failure to complete the Contractor’s Transition Plan, in part or in full, may result in Liquidated Damages, pursuant to Section 10.6. {Note to Proposer: This Section may be modified as needed based on the proposed structure and timeline of the selected Proposer’s Transition Plan.}

## 8.9 Other Reports

**A. Upon Incident Reporting.** Stanford reserves the right to request additional reports or documents in the case of unforeseen events or additional requirements imposed upon Stanford. The Contractor shall provide the requested reports, documents, or information within ten (10) Business Days upon receipt of the request or within a timeframe determined by Stanford Contract Manager.

**B.** **Regulatory Reporting.** Contractor shall provide, upon Stanford’s request, any and all records and reports required by regulatory bodies including but not limited to the United States Department of Energy (for SLAC National Laboratory), Santa Clara County, and CalRecycle.

**C. Contractor Regulatory Reporting.** Contractor shall provide Stanford with a copy of any reporting it submits to government agencies regarding Stanford’s discarded materials or related programs. Contractor must also provide Stanford Contract Manager with copies of Contractor’s AB 901 reports within ten (10) Business Days of Stanford’s request.

**D. Customized Reports.** Stanford reserves the right to request Contractor to prepare and provide customized reports from records Contractor is required to maintain; or require a specified format or submission system, such as the use of a web-based software platform.

# ARTICLE 9. CONTRACTOR'S COMPENSATION AND RATE SETTING

## 9.1 General

{Note to Proposer: This Section may be modified based on the cost of services provided by the selected Proposer and/or proposed innovative compensation incentive structures for helping Stanford achieve it.}

**A. Full and Complete Compensation.** Each Customer within the Stanford Service Area shall pay the Contractor the Rates authorized by this Agreement. Collection of Rates shall be the exclusive responsibility of the Contractor. Contractor's Compensation provided for in this Article shall be the full entire and complete compensation due to Contractor pursuant to this Agreement for all labor, equipment, materials and supplies, taxes, insurance, bonds, overhead, profit, and all other things necessary to perform all the services required by this Agreement in the manner and times prescribed. If at any time during the Term of the Agreement, the Contractor determines the need for a Rate that does not appear on the Stanford-approved Rate schedule in Exhibit B, Contractor shall immediately notify Stanford and request establishment of such Rate. For example, if a Customer requires Collection of Organic Materials in a fifteen (15) cubic yard Compactor five (5) times per week and the Stanford-approved Rate schedule does not include this level of service, the Contractor must request that Stanford approve a Rate for this level of service. Approval of Rates may be made by the Stanford Contract Manager.

**B. Annual Percentage Change.** For the purposes of this Article, “Annual Percentage Change” means the annual percentage change in any of the indices defined herein calculated as described in the following paragraph.

The Annual Percentage Change for a cost index shall be calculated as: the Average Index Value for the most-recently-completed calendar year minus the Average Index Value for the previously­ completed calendar year divided by the Annual Index Value for the previously-completed calendar year. The calculated Annual Percentage Change shall be carried to three places to the right of the decimal and rounded to the nearest thousandths.

**C. Average Index Value.** For the purposes of this Article, “Average Index Value” means the sum of the monthly index values during the applicable twelve- (12) month period divided by twelve (12) (in the case of indices published monthly), the sum of the bi-monthly index values during the applicable twelve- (12) month period divided by six (6) (in the case of indices published bi-monthly), or the sum of the quarterly index values during the applicable twelve- (12) month period divided by four (4) (in the case of indices published quarterly).

**D. CPI-U.** For the purposes of this Article, "CPI-U" means the All Urban Consumers Index (CPI-U) compiled and published by the U.S. Department of Labor, Bureau of Labor Statistics or its successor agency, using the following parameters: Area – San Francisco-Oakland-Hayward, California, not seasonally adjusted; Item – All Items; and, Base Period – 1982-84=100.

**E.** **ECI**. For the purposes of this Article, “ECI” means the Employment Cost Index, Total Compensation, Private Industry, Service-Providing Industries, seasonally adjusted, compiled and published by the U.S. Department of Labor, Bureau of Labor Statistics.

**F. Fuel Index.** For the purposes of this Article, “Fuel Index” means the Consumer Price Index, All Urban Consumers, Motor Fuel, San Francisco-Oakland-Hayward, not seasonally adjusted, series ID: CUURS49BSETB, compiled and published by the U.S. Department of Labor, Bureau of Labor Statistics.

Table 1 below provides additional information about the three (3) indices defined above.

TABLE 1\*

|  | CPI-U | Fuel Index | ECI |
| --- | --- | --- | --- |
| Description | Consumer Price Index - All Urban Consumers |  Consumer Price Index - All Urban Consumers | Employment Cost Index - Total Compensation for Private Industry Workers in Service-Providing Industries. |
| Series ID | CUUSS49BSA0  | CUURS49BSETB | CIS201S000000000I |
| Adjusted | Not seasonally adjusted | Not seasonally adjusted | Seasonally adjusted |
| Area | San Francisco-Oakland-Hayward | San Francisco-Oakland-Hayward | N/A |
| Item | All items | Motor fuel | Total compensation |
| Base Period | 1982-84=100 | 1982-84=100 | Dec. 2005=100 |
| Periodicity | Bi-monthly | Monthly | Quarterly |

\* All indices published by the U.S. Bureau of Labor Statistics

**G. Rates for Rate Period One.** The Contractor's Rates for Rate Period One of this Agreement (September 1, 2023 to August 31, 2024) shall be the Rates provided in Exhibit B.

**H. Rates for Subsequent Rate Periods.** By March 1 of each year, the Contractor shall submit a Request for Adjustment to Rates to Stanford Contract Manager. The Request for Adjustment shall include documentation of the calculation of the Rate Adjustment Factor, a list of the then-current Rates, and a list of the adjusted Rates to be effective on September 1 of the coming Rate Period. Each then-current Rate shall be multiplied by the Rate Adjustment Factor, which shall equal the sum of:

1. One (1); and,

2. A weighted average of the annual percentage change in the CPI-U, ECI, and Fuel Index, which shall equal the sum of: {Note to Proposer: The relative weighing of the below indices may be modified based on the cost of services provided by the selected Proposer.}

 a. One-half (0.5) multiplied by the annual percentage change in CPI-U, which shall equal the Annual CPI-U for the most-recently-completed calendar year minus the Annual CPI-U for previously­ completed calendar year divided by the Annual CPI-U for the previously-completed calendar year;

 b. Four-tenths (0.4) multiplied by the annual percentage change in ECI, which shall equal the Annual ECI for the most-recently-completed calendar year minus the Annual ECI for previously­ completed calendar year divided by the Annual ECI for the previously-completed calendar year; and

 c. One-tenth (0.1) multiplied by the annual percentage change in Fuel Index, which shall equal the Annual Fuel Index for the most-recently-completed calendar year minus the Annual Fuel Index for previously­ completed calendar year divided by the Annual Fuel Index for the previously-completed calendar year.

 The Rate Adjustment Factor shall be rounded to the nearest thousandth, and each Rate shall be rounded to the nearest hundredth. The Rate Adjustment Factor shall not exceed 1.05. The table below shall be consulted for sample calculations of the Rate Adjustment Factor.

|  |  |  |  |
| --- | --- | --- | --- |
| **Rate for Year Z** | **$21.57** |  |  |
|  | **CPI-U** | **ECI** | **Fuel Index** |
| Year Z | 165.235 | 135.2 | 287.33 |
| Year (Z+1) | 167.569 | 138.9 | 295.1 |
| Annual Percentage Change (rounded to thousandth) | 0.014 | 0.026 | 0.027 |
| Weighted Annual Change | 0.007 (0.5\*0.014) | 0.0104(0.4\*0.026) | 0.0027 (0.1\*0.027) |
| Rate Adjustment Factor (rounded to thousandth, capped at 1.05) | 1.020 (1+ 0.00705 + 0.0104+ 0.00271) |
| **Rate for Year (Z+1)** (rounded to hundredth) | **$22.00** |
|  |  |

**I. Scheduled Adjustment to Rates**. Stanford Contract Manager, or their representative, will review and approve the Contractor's scheduled Request for Adjustment to Rates under the process specified in Section 9.1.H for accuracy and compliance with this Agreement. Stanford shall use its best efforts to make the Adjustment effective by the commencement of each Rate Period. However, Stanford shall not make any retroactive Adjustments to compensate for any delay in calculating the Adjustment to Rates resulting from: the failure of the Contractor to submit its request by March 1 of each year; and/or, responding promptly and completely to requests of Stanford Contract Manager for information related to any of the calculations required by this Subsection or from appeals of the determination to Stanford, which extends the process of determination.

 The Contractor must receive written confirmation from Stanford Contract Manager approving the Request for Adjustment to Rates prior to applying adjusted Rates. In the event the Contractor applies adjusted Rates to Customers without receiving written approval from Stanford Contract Manager, the Contractor shall immediately refund any amounts charged in excess of Stanford Contract Manager’s written approval.

**J. Extraordinary Adjustment to Rates.** Adjustments to Rates outside of the mechanisms specified in Sections 9.1.H and 9.1.I shall be permitted only upon approval of Stanford and in the following circumstances:

1. In the event that: (a) Stanford directs the Contractor to change its operations in accordance with Section 4.8 of this Agreement; or, (b) a Change in Law occurs, and such change increases the Contractor's total costs of operations in the Stanford Service Area by at least one percent (1%) per year, then, subject to Stanford approval, Contractor shall be entitled to a corresponding Rate Adjustment to compensate Contractor for such change. Rate Adjustments due to a Change in Law shall be limited to one (1) per year.

2. In the event that: (a) Stanford increases the contract administration fee in Section 16.1.

3. Contractor shall provide Stanford with its calculations of the impact of the changes enumerated in Section 9.1.I.1 and 9.1.I.2 in a format approved by Stanford. Such calculations shall include, but are not necessarily limited to: existing fee amount per Ton, new fee amount per Ton, the percentage of Contractor's costs associated with Disposal, and the annual number of Tons Collected under this Agreement. Contractor's calculations shall credit Stanford for any Rate increases granted in accordance with this Section 9.1.

 Should Contractor be unable to readily quantify the actual number of Tons Collected under this Agreement due to aggregation of material from this Agreement and others in the same vehicles, Contractor shall be required to acquire sample weights, in sufficient quantity to either satisfy Stanford or provide statistically valid results, documenting an average number of pounds of material Collected from each cubic yard of service provided under this Agreement.

4. Contractor may submit requests for Adjustments to approved Rates under this Section 9.1.J to Stanford Contract Manager. Any proposed change in the approved Rates shall be subject to Stanford review and approval, which approval shall not be unreasonably denied. No change in approved Rates contemplated by this Section 9.1.J shall be affected until the Rate Period immediately following Contractor's request, provided that such request is received by March 1 immediately preceding the new Rate Period. Nothing in this Subsection shall be construed to require Stanford to accept Contractor's calculations as correct. Should Stanford determine that Contractor's calculations are materially inaccurate to the benefit of Contractor, Contractor shall reimburse Stanford's actual costs, up to five thousand dollars ($5,000) incurred to review Contractor's calculations, including, but not limited to, Stanford staff time, accountants, and/or consultants.

 Stanford will not make any retroactive Adjustments to compensate for any delay in calculating the Adjustment to Rates that results from the failure of the Contractor to submit its request by March 1 of each year and/or respond promptly and completely to Stanford requests for information related to any of the calculations required by this Subsection or from appeals of the determination to Stanford which extends the process of determination.

 The Contractor shall not, under any circumstances, implement adjusted Rates or bill Customers at such Rates prior to Stanford approval of the requested Rate Adjustment, subject to Liquidated Damages in accordance with Section 12.6.

## 9.2 Compensation for Achieving Performance Targets

{Note to Proposer: This Section is not yet provided; it will be updated based on Proposer’s recommended incentives for helping Stanford achieve its zero waste goal, and refined during negotiation.}

# ARTICLE 10. Insurance

Contractor shall not commence Services under this Agreement until it has obtained all of the insurance required under this Agreement as described below, and such insurance has been approved by Stanford. The Contractor shall not allow any sub-contractor to commence Services under a subcontract until the sub-contractor has obtained all required insurance policies, or Contractor has insured the sub-contractor under its own insurance policies. Insurance required under this Agreement shall be:

1. Professional Errors and Omissions Liability Insurance with a single limit of not less than $1,000,000 for a single occurrence.

2. Commercial General Liability (bodily injury, property damage, and personal injury) insurance, with a single limit of not less than $2,000,000 for a single occurrence and Vehicle Liability insurance with a single limit of not less than $1,000,000 for a single occurrence. Commercial General Liability and Vehicle Liability insurance shall include the following provisions:

a. The Board of Trustees of the Leland Stanford Junior University, its officers, agents, representatives, students, employees and volunteers, shall be included as additional insureds, by endorsement.

b. The Contractor's insurance shall be primary coverage, Stanford University or self-insurance shall be excess and noncontributory.

c. Thirty (30) days prior written notice of cancellation or material change in the insurance must be given to Stanford.

d. Contractor and Contractor's insurance companies waive their rights to subrogation against the above named insureds, by endorsement.

3. Worker's Compensation insurance and employer's liability insurance covering all persons whom the Contractor may employ in carrying out the Services hereunder. Worker's Compensation insurance will be in accordance with the Worker's Compensation Law of the State of California.

4. The insurance arranged by the Contractor and sub-contractor(s) shall include contractual liability insurance insuring the indemnity clause of this Agreement set forth in Article 11, below.

5. On each insurance certificate, the Certificate Holder shall read as follows:

“The Board of Trustees of the Leland Stanford Junior University

485 Broadway Street, Redwood Stanford, CA 94063

Attn: Procurement Services”

Prior to the commencement of Services as described herein, the Contractor shall furnish the Stanford Contract Manager the insurance documents for all insurance required in the preceding paragraphs. Contractor shall obtain and maintain throughout the Term of this Agreement, at Contractor's sole cost and expense, insurance against claims for injuries to Persons or damages to property that may arise from, or in connection with, the performance of work pursuant to this Agreement by Contractor, its agents, representatives, employees, or contractors.

# ARTICLE 11. Indemnification and Performance Bond

## 11.1 Indemnity

Contractor shall indemnify, defend and hold Stanford harmless from any and all claims arising in whole or in part out of any injury or death of any person, or damage to any property, including Contractor's employees, agents, contractors, and subcontractors, resulting in whole or in part from the negligence or willful misconduct of Contractor, its employees, contractors, invitees, agents or visitors.

## 11.2 Infringement

Contractor, at its expense, shall defend, indemnify and hold harmless Stanford, its trustees, officers, employees, agents, and students from and against any and all claims and demands which may be made to the extent that it is based on a claim that any Services furnished hereunder infringed a patent, copyright, trademark, service mark, trade secret, or other legally protected proprietary right. Contractor shall pay all costs, fees, and damages which may be incurred by Stanford for any such claim or action or the settlement thereof. This provision shall survive the expiration of the Agreement.

## 11.3 Performance Bond

Within five (5) calendar days of Stanford’s notification to Contractor that Stanford will execute this Agreement with Contractor, Contractor shall file with Stanford a bond, payable to Stanford, securing the Contractor's performance of its obligations under this Agreement and such bond shall be renewed annually if necessary so that the performance bond is maintained at all times during the Term. The principal sum of the bond shall be {Note to Proposer: Performance Bond amount to be set at an amount equaling twenty-five percent (25%) of proposed annual Gross Receipts} and shall be adjusted every three (3) years, commencing with Rate Period Three, to equal three (3) months of the prior Rate Period’s annual Gross Receipts. The bond shall be executed as surety by a corporation authorized to issue surety bonds in the State of California that has a rating of A or better in the most recent edition of Best’s Key Rating Guide, and that has a record of service and financial condition satisfactory to Stanford. The bond shall be in the form approved by the Stanford Contract Manager.

## 11.4 Negligence and Contractor Liability

Contractor shall be responsible for performing the work under this Agreement in a manner that is consistent with the generally-accepted standards of Contractor’s profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors, and Subcontractors. Stanford shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Contractor or its employees, agents, contractors, or Subcontractors.

# ARTICLE 12. DEFAULT AND REMEDIES

## 12.1 Events of Default

All provisions of the Agreement are considered material. Each of the following shall constitute an event of default.

**A. Fraud or Deceit.** Contractor practices, or attempts to practice, any fraud or deceit upon Stanford.

**B.** **Insolvency or Bankruptcy.** Contractor becomes insolvent, unable, or unwilling to pay its debts, or upon listing of an order for relief in favor of Contractor in a bankruptcy proceeding.

**C.** **Failure to Maintain Coverage.** Contractor fails to provide or maintain in full force and affect the Workers' Compensation, Liability, or indemnification coverage as required by this Agreement.

**D.** **Violations of Regulation.** Contractor violates any orders or filings of any regulatory body having authority over Contractor relative to this Agreement that reasonably may materially interfere with Contractor’s performance of this Agreement, provided that Contractor may contest any such orders or filings by appropriate proceedings conducted in good faith, in which case no breach or default of this Agreement shall be deemed to have occurred.

**E.** **Violations of Applicable Law.** Contractor violates Applicable Law relative to this Agreement that reasonably may materially interfere with Contractor’s performance of this Agreement.

**F.** **Failure to Perform Direct Services.** Contractor ceases to provide Collection, Transportation, or Processing services as required under this Agreement for a period of two (2) consecutive calendar days or more, for any reason within the control of Contractor.

**G.** **Failure to Pay or Report.** Contractor fails to make any payments to Stanford required under this Agreement including payment of Stanford fees or Liquidated Damages and/or refuses to provide Stanford with required information, reports, and/or records in a timely manner as provided for in the Agreement.

**H.** **Acts or Omissions.** Any other act or omission by Contractor that violates the terms, conditions, or requirements of this Agreement, or Applicable Law, and that is not corrected or remedied within the time set in the written notice of the violation or, if Contractor cannot reasonably correct or remedy the breach within the time set forth in such notice, if Contractor should fail to commence to correct or remedy such violation within the time set forth in such notice and diligently effect such correction or remedy thereafter.

**I.** **False, Misleading, or Inaccurate Statements.** Any representation or disclosure made to Stanford by Contractor in connection with or as an inducement to entering into this Agreement, or any future amendment to this Agreement, that proves to be false or misleading in any material respect as of the time such representation or disclosure is made, whether or not any such representation or disclosure appears as part of this Agreement; and, any Contractor-provided report containing a misstatement, misrepresentation, data manipulation, or an omission of fact or content explicitly defined by the Agreement, excepting non-numerical typographical and grammatical errors.

**J.** **Seizure or Attachment.** There is a seizure of, attachment of, or levy on, some or all of Contractor’s operating equipment including, without limits, its equipment, maintenance or office facilities, Approved Facility(ies), or any part thereof.

**K.** **Suspension or Termination of Service.** There is any termination or suspension of the transaction of business by Contractor related to this Agreement, including without limit, due to labor unrest including strike, work stoppage or slowdown, sick-out, picketing, or other concerted job action lasting more than two (2) calendar days.

**L.** **Criminal Activity.** Contractor, its officers, managers, or employees are found guilty of criminal activity related directly or indirectly to performance of this Agreement or any other agreement held with Stanford.

**M.** **Assignment without Approval.** Contractor transfers or assigns this Agreement without the expressed written approval of Stanford unless the assignment is permitted without Stanford approval pursuant to Section 14.6.

**N.** **Failure to Provide Proposal or Implement Change in Service.** Contractor fails to provide a proposal for new services or changes to services or fails to implement a change in service as requested by Stanford as specified in Section 3.8.

**O. Failure to Complete Service Implementation.** Contractor fails to complete the tasks identified in Contractor’s Transition Plan as specified in Exhibit F.

**P. Failure to Implement Collection Program**. Contractor fails to implement a Collection program that complies with the requirements of Article 5.

**Q. Failure to Provide Processing Capacity.** Contractor fails to provide adequate assurances and documentation of Processing capacity in accordance with Article 5.

**R. Failure to Achieve Processing Standards**. Contractor fails to achieve the Processing standards specified in Article 5.

**S.** **Failure to Perform Any Obligation.** Contractor fails to perform any obligation established under this Agreement.

Stanford shall provide Contractor written notice of default within the latter of: seven (7) calendar days of the occurrence of default, or within seven (7) calendar days of Stanford’s first knowledge of the Contractor’s default.

## 12.2 Contractor’s Right to Cure Upon Event of Default

Contractor shall be given ten (10) Business Days from written notification by Stanford to cure any default which, in Stanford Contract Manager’s sole opinion, creates a potential public health and safety threat.

Contractor shall be given ten (10) Business Days from written notification by Stanford to cure any default arising under Subsections C, F, I, J, K, L, and M in Section 12.1 provided, however, that Stanford shall not be obligated to provide Contractor with a notice and cure opportunity if the Contractor has committed the same or similar breach/default within a twenty-four (24) month period.

Contractor shall be given thirty (30) calendar days from written notification by Stanford to cure any other default (which is not required to be cured within ten (10) Business Days); however, Stanford shall not be obligated to provide Contractor with a notice and cure opportunity if the Contractor has committed the same or similar breach/default within a twenty-four (24) month period, in which case Stanford may pursue remedies as set forth below.

## 12.3 Stanford’s Remedies in the Event of Default

In the event of Contractor’s default, Stanford maintains the following remedies, each of which Stanford may invoke singularly or cumulatively:

**A. Waiver of Default.** Stanford may waive any event of default or may waive Contractor’s requirement to cure a default event if Stanford determines that such waiver would be in the best interest of Stanford. Stanford’s waiver of an event of default is not a waiver of future events of default that may have the same or similar conditions.

**B. Suspension of Contractor’s Obligation.** Stanford may suspend Contractor’s performance of its obligations if Contractor fails to cure default in the time frame specified in Section 10.2 until such time the Contractor can provide assurance of performance in accordance with Section 10.8.

**C. Liquidated Damages.** Stanford may assess Liquidated Damages for Contractor’s failure to meet specific performance standards pursuant to Section 10.6.

**D. Termination.** In the event that Contractor should default (and subject to the right of the Contractor to cure) in the performance of any provisions of this contract and the default is not cured for any default within ten (10) calendar days if the default creates a potential public health and safety threat or arises under Section 12.1.C, E, F, I, J, or K, or otherwise thirty (30) calendar days after receipt of written notice of default from Stanford, then Stanford may, at its option, terminate this Agreement. In the event Stanford decides to terminate this Agreement, Stanford shall serve twenty (20) calendar days’ written notice of its intention to terminate upon Contractor. In the event Stanford exercises its right to terminate this Agreement, Stanford may, at its option, upon such termination, either directly undertake performance of the services or arrange with other Persons to perform the services with or without a written agreement. This right of termination is in addition to any other rights of Stanford upon a failure of Contractor to perform its obligations under this Agreement.

Contractor shall not be entitled to any further Gross Receipts or other revenues from Collection operations authorized hereunder from and after the date of termination.

**E. Other Available Remedies.** Stanford’s election of one (1) or more remedies described herein shall not limit Stanford from any and all other remedies at law and in equity including injunctive relief, etc.

## 12.4 Conditions Upon Termination

**A. General Conditions.** In the event this Agreement is terminated, Contractor shall have no right or authority to engage in Solid Waste, Recyclable Materials, or Organic Materials Collection, Transportation, or Disposal operations in the Stanford Service Area. Contractor shall, however, remain liable to Stanford for any and all delinquent report charges assessed pursuant to Section 12.6 of this Agreement. Contractor shall have a continuing obligation to submit to Stanford all reports required by Article 6 of this Agreement that relate to Discarded Materials activities performed by Contractor up to and including the date of termination.

 In the event the Agreement is terminated, within the time period specified by Stanford Contract Manager or their designee, and if directed by Stanford Contract Manager or their designee, Contractor shall remove all of Contractor's Containers and Containers from all of Contractor's service locations and shall properly Dispose or Process all Solid Waste, Recyclable Materials, or Organic Materials in such Containers.

 In the event of termination for an event of default, the Contractor shall furnish Stanford Contract Manager with immediate access to all of its business records, including without limitation, proprietary Contractor computer systems related to its Customers, Collection Routes, and billing of accounts for Collection services.

**B. Possession of Property.** In the event of termination for default, Stanford shall have the right to take possession of any and all of Contractor's equipment and other property used or useful in the Collection, Transportation, Processing, and Disposal of Solid Waste, Recyclable Materials, or Organic Materials and the billing and Collection of fees for these services and to use such property. Stanford shall have the right to retain the possession of such property until other suitable arrangements can be made for the provision of Solid Waste, Recyclable Materials, or Organic Materials Collection services, which may include the award of an Agreement to another Person. If Stanford retains possession thereof after the period of time for which Contractor has already been paid, by means of bills issued, in advance of providing service for the class of service involved, the Contractor shall be entitled to the reasonable rental value of such property (which shall be offset against any damages due Stanford for Contractor's default).

## 12.5 Stanford's Remedies Cumulative; Specific Performance

Stanford's rights to terminate the Agreement under Section 12.3 and to take possession of the Contractor's records under Section 12.4 are not exclusive, and Stanford's termination of the Agreement and/or the imposition of Liquidated Damages shall not constitute an election of remedies. Instead, these rights shall be in addition to any and all other legal and equitable rights and remedies Stanford may have.

By virtue of the nature of this Agreement, the urgency of timely, continuous, and high quality service; the lead time required to effect alternative service; and, the rights granted by Stanford to the Contractor, the remedy of damages for a breach hereof by Contractor is inadequate and Stanford shall be entitled to injunctive relief (including but not limited to specific performance).

## 12.6 Liquidated Damages

**A. General**. Stanford may level Liquidated Damages described herein in the form of adjusted payment(s) to Contractor. Stanford finds, and Contractor agrees, that as of the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of damages that shall be incurred by Stanford as a result of a breach by Contractor of its obligations under this Agreement. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact that: 1) substantial damage results to Customers who are denied services or denied quality or reliable service; 2) such breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of the Agreement to individual members of the Stanford community for whose benefit this Agreement exists, in subjective ways and in varying degrees of intensity which are incapable of measurement in precise monetary terms; 3) that Collection services might be available at substantially lower costs than alternative services and the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms; and, 4) the termination of this Agreement for such breaches, and other remedies are, at best, a means of future correction and not remedies that make Stanford whole for past breaches.

**B. Service Performance Standards.** The Parties further acknowledge that consistent, reliable Discarded Materials Collection is of utmost importance to Stanford and that Stanford has considered and relied on Contractor's representations as to its quality of service commitment in Stanford’s decision to award the Agreement to Contractor. The Parties further recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The Parties further recognize that if Contractor fails to achieve the performance standards, or fails to submit required documents in a timely manner, Stanford will suffer damages and that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages that Stanford will suffer. Therefore, without prejudice to Stanford's right to treat such non­performance as an event of default under Section 12.1, the Parties agree that the following Liquidated Damage amounts represent a reasonable estimate of the amount of such damages considering all of the circumstances existing on the Effective Date of this Agreement, including the relationship of the sums to the range of harm to Stanford that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical. In placing their initials at the places provided, each Party specifically confirms the accuracy of the statements made above and the fact that each Party has had ample opportunity to consult with legal counsel and obtain an explanation of the Liquidated Damage provisions at the time that the Agreement was made.

**C. Liquidated Damages.** Contractor agrees to pay, in the form of adjusted payment(s) to the Contractor by Stanford, the amounts set forth below:

1. Service Reliability.

a. For each failure to commence service to a new Customer account or to adjust Service Levels for existing service within seven (7) days after order that exceeds six (6) such failures annually: $150.00 per Customer per day.

b. For each failure to Collect Discarded Materials, which have been properly set out for Collection, from an established Customer account on the scheduled Collection day and not Collected within the period described in this Agreement that exceeds six (6) such failures annually: $150.00 per event.

c. For each failure to Collect Discarded Materials, which have been properly set out for Collection, from the same Customer on two (2) consecutive scheduled pickup days that exceeds six (6) such failures annually: $150.00 per event.

d. For each failure to provide off-site steam cleaning services consistent with the requirements of Section 7.5: $50.00 per Container per day.

e. Failure to meet Container color standards, in accordance with Section 7.5: $20.00 per Container per day.

f. Failure to meet Container labeling and enclosure labeling standards, in accordance with Section 7.5: $5.00 per label or missing label per day, plus Stanford’s actual costs, including materials and any outside labor and/or overhead cost allocations for Stanford labor, incurred to design, produce, and place compliant labels in the event Contractor fails to correct this failure within ten (10) Business Days of Stanford Contract Manager’s notice.

2. Collection and Facility Standards.

a. For each occurrence of damage to Stanford property that exceeds six (6) such occurrences annually: $250.00 per event.

b. For each occurrence of failure to properly return empty Containers to avoid pedestrian, bicycle, or vehicular traffic impediments or to place Containers upright with lids secured that exceeds six (6) such occurrences annually: $150.00 per event.

c. For each occurrence of excessive noise or discourteous behavior: $250.00 per event.

d. For each failure to clean up Solid Waste, Recyclable Materials, Organic Materials, or other Litter spilled by Contractor from Solid Waste, Recyclable Materials, and Organic Materials Containers that exceeds six (6) such failures annually: $150.00 per event.

e. For each occurrence of Collecting Solid Waste, Recyclable Materials, and Organic Materials during unauthorized hours that exceeds six (6) such occurrences annually: $250.00 per event.

f. Delivery of materials to a Facility other than the Approved Facility, without notification to Stanford Contract Manager: $250.00 per event.

3. Customer Responsiveness.

a. For each failure to initially respond to a Customer complaint within one (1) Business Day: $100.00 per day.

4. Reports and Plans.

a. Late or incomplete monthly reports to Stanford:

i. $50.00 per day until a complete and accurate report is submitted; or,

ii. If the report is delinquent for more than fifteen (15) days: $100.00 per day until a complete and accurate report is submitted.

b. Late or incomplete annual reports to Stanford: $500.00 per day.

c. Late or incomplete Waste Minimization Plans to Stanford: $500.00 per day.

d. For each failure to perform and submit billing reviews: $250.00 per day.

e. For each failure to execute Contractor's annual Waste Minimization Plan as required in Section 8.7, in whole or part, without receiving written authorization from Stanford: $2,500 annually.

f. For each failure to execute Contractor's Transition Plan as included under Exhibit F, in whole or part, without receiving written authorization from Stanford Contract Manager: $2,500.

6. Liquidated Damages under Sections 12.6.C.1, C.2, and C.3 will be assessed upon occurrence of the conditions identified in these Subsections. Liquidated Damages under Sections 12.6.C.4 and 12.6.C.5 will only be assessed after Contractor has been given the opportunity but failed to rectify, in a timely manner, the breach as specified in this Agreement. Stanford may determine the occurrence of facts giving rise to Liquidated Damages through the observation of its own employees or representative or investigation of Customer Complaints.

7. Procedures for Imposing Liquidated Damages. Prior to assessing Liquidated Damages, Stanford Contract Manager shall give Contractor notice of its intention to do so. The notice will include a brief description of the incident(s)/non-performance. Contractor may review (and make copies at its own expense) all information in the possession of Stanford relating to incident(s)/non­performance. Contractor may, within ten (10) days after receiving the notice, request a meeting with Stanford. Contractor may present evidence in writing and through testimony of its employees and others relevant to the incident(s)/non-performance. Stanford will provide Contractor with a written explanation of their determination on each incident(s)/non­performance prior to authorizing the assessment of Liquidated Damages. The decision of Stanford shall be final.

**D. Payment Timing.** Stanford may assess Liquidated Damages, in the form of adjusted payment to the Contract, for each calendar day or event, as appropriate, that Contractor is determined by Stanford to be liable in accordance with this Agreement.

## 12.7 Excuse From Performance

The Parties shall be excused from performing their respective obligations hereunder and from any obligation to pay Liquidated Damages if they are prevented from so performing by reason of floods, earthquakes, other acts of nature, war, terrorist activity, civil insurrection, riots, acts of any government (including judicial action), and other similar catastrophic events which are beyond the control of and not the fault of the Party claiming excuse from performance hereunder.

The Party claiming excuse from performance shall, within two (2) calendar days after such Party has notice of such cause, give the other Party notice of the facts constituting such cause and asserting its claim to excuse under this Section.

In no event shall Contractor be excused for any inability to obtain goods or services necessary for Contractor's performance, nor for any labor dispute involving employees of Contractor, Stanford, any subcontractor of either, any carrier, or any other person.

If either Party validly exercises its rights under this Section, the Parties hereby waive any claim against each other for any damages sustained thereby.

The partial or complete interruption or discontinuance of Contractor's services caused by one (1) or more of the events described in this Article shall not constitute a default by Contractor under this Agreement. Notwithstanding the foregoing, however, if Contractor is excused from performing its obligations hereunder for any of the causes listed in this Section for a period of thirty (30) calendar days or more, Stanford shall nevertheless have the right, in its sole discretion, to terminate this Agreement by giving ten (10) Business Days’ notice to Contractor, in which case the provisions of Section 12.4 shall apply.

## 12.8 Right to Demand Assurances of Performance

The Parties acknowledge that it is of the utmost importance to Stanford and the health and safety of all those members of the public residing or doing business within Stanford who will be adversely affected by interrupted waste management service, that there be no material interruption in services provided under this Agreement.

If Contractor: (i) is the subject of any labor unrest including work stoppage or slowdown, sick-out, picketing or other concerted job action; (ii) appears in the reasonable judgment of Stanford to be unable to regularly pay its bills as they become due; or, (iii) is the subject of a civil or criminal judgment or order entered by a Federal, State, regional or local agency for violation of an Applicable Law, and Stanford believes in good faith that Contractor's ability to perform under the Agreement has thereby been placed in substantial jeopardy, Stanford may, at its sole option and in addition to all other remedies it may have, demand from Contractor reasonable assurances of timely and proper performance of this Agreement, in such form and substance as Stanford believes in good faith is reasonably necessary in the circumstances to evidence continued ability to perform under the Agreement. If Contractor fails or refuses to provide satisfactory assurances of timely and proper performance in the form and by the date required by Stanford, such failure or refusal shall be an event of default for purposes of Section 12.1.

# ARTICLE 13. REPRESENTATIONS AND WARRANTIES OF THE PARTIES

The Parties, by acceptance of this Agreement, represent and warrant the conditions presented in this Article.

## 13.1 Contractor’s Corporate Status.

Contractor is a corporation duly organized, validly existing and in good standing under the laws of the State. It is qualified to transact business in the State and has the power to own its properties and to carry on its business as now owned and operated and as required by this Agreement.

## 13.2 Contractor’s Corporate Authorization.

Contractor has the authority to enter into and perform its obligations under this Agreement. The Board of Directors of Contractor (or the members, if necessary) has taken all actions required by law, its articles of incorporation, its bylaws, or otherwise, to authorize the execution of this Agreement. The Person signing this Agreement on behalf of Contractor has authority to do so.

## 13.3 Agreement Will Not Cause Breach.

To the best of Contractor's knowledge, after reasonable investigation, neither the execution or delivery of this Agreement nor the performance of this Agreement by Contractor: a) conflicts with, violates, or results in a breach of any Applicable Law; or, b) conflicts with, violates or results in a breach of any term or condition of any judgment, order or decree of any court, administrative agency or other governmental authority, or any Agreement or instrument to which Contractor is a Party or by which Contractor or any of its properties or assets are bound, or constitutes a default thereunder.

## 13.4 No Litigation.

To the best of Contractor's and Stanford’s knowledge after reasonable investigation, there is no action, suit, proceeding or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agency or instrumentality decided, or pending against either Party wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would materially adversely affect the performance by Contractor of its obligations hereunder or that, in any way, would adversely affect the validity or enforceability of this Agreement or would have a material adverse effect on the financial condition of Contractor or any surety guaranteeing Contractor's performance under this Agreement, which has not been waived by Stanford in writing.

## 13.5 No Adverse Judicial Decisions.

To the best of Contractor's knowledge, after reasonable investigation, there is no judicial decision that affects the validity of this Agreement and may subject this Agreement to legal challenge.

## 13.6 Ability to Perform.

Contractor possesses the business, professional, and technical expertise to manage, Collect, Transport, treat, store and Dispose of the Solid Waste and to manage, Collect, Transport, store, and Process Recyclable Materials and Organic Materials, and Contractor possesses the equipment, Facility, and employee resources required to perform this Agreement.

## 13.7 Contractor's Statements.

The Contractor's Proposal and any other supplementary information submitted to Stanford, which Stanford has relied on in awarding and entering this Agreement, do not: a) contain any untrue statement of a material fact; or, b) omit to state a material fact that is necessary in order to make the statements made, in light of the circumstances in which they were made, not misleading.

## 13.8 Contractor's Investigation.

Contractor has made an independent investigation, satisfactory to it, of the conditions and circumstances surrounding the Agreement and the work to be performed hereunder. Contractor has taken such matters into consideration in entering this Agreement to provide services in exchange for the compensation provided for under the terms of this Agreement.

## 13.9 Conflict of Interest

Contractor affirms, that to the best of its knowledge, there exists no actual or potential conflict between Contractor's family, business or financial interest and the Services under this Agreement, and in the event of change in either private interests or Services under this Agreement, it will raise with Stanford any question regarding possible conflict of interest which may arise as a result of such change.

# ARTICLE 14. OTHER AGREEMENTS OF THE PARTIES

## 14.1 Relationship of Parties

The Parties intend that Contractor shall perform the services required by this Agreement as an independent Contractor engaged by Stanford and neither as an officer nor employee of Stanford, nor as a partner or agent of, or joint venture with, Stanford. No employee or agent of Contractor shall be, or shall be deemed to be, an employee or agent of Stanford. Contractor shall have the exclusive control over the manner and means of performing services under this Agreement, except as expressly provided herein. Contractor shall be solely responsible for the acts and omissions of its officers, employees, Subcontractors, and agents. Neither Contractor nor its officers, employees, Subcontractors, and agents shall obtain any rights to retirement benefits, workers’ compensation benefits, or any other benefits which accrue to Stanford employees by virtue of their employment with Stanford.

## 14.2 Compliance with Law, Permits, and Licenses

All Services performed under this Agreement shall conform to all applicable local, county, State and federal codes and regulations. Unless otherwise provided, the codes and regulations referred to above shall be the latest edition or revision in effect as of the date of issuance of a Purchase Order. Nothing in this Agreement or any Purchase Order shall be construed as requiring or permitting services that are contrary to the above-referenced codes and regulations.

The Contractor must certify its compliance with the California Labor Code, including Section 2810 therein. Wherever the Contractor uses, directly or through subcontract, non-union labor for performance of Services, the Contractor will provide to Stanford the data required in the California Labor Code Section 2810 Checklist. To review the California Labor Code Section 2810, go to [www.leginfo](http://www.leginfo).ca.gov/calaw.html (select Labor Code and scroll down to Section 2810). The Contractor will, during performance of Services, keep Stanford apprised of any changes to the provided information.

Contractor shall obtain and maintain, at Contractor's sole cost and expense, all permits and licenses applicable to Contractor's operations under this Agreement, as required by any applicable government agency.

## 14.3 Law

This Agreement and all Services described herein shall be governed by the laws of the State of California. The parties hereto agree that any dispute arising under this Agreement shall be resolved in the courts of Santa Clara County or in the Federal Stanford Service Area Court for the Northern Stanford Service Area of California, Northern Branch, and Stanford and Contractor hereby submit themselves to the personal jurisdiction of said courts. All rights and remedies of Stanford and Contractor shall be cumulative.

## 14.5 Binding on Successors

The provisions of this Agreement shall inure to the benefit to and be binding on the successors and permitted assigns of the Parties.

## 14.6 Assignment

Except for subcontracting specifically approved by Stanford, Contractor shall neither assign any right nor delegate any duty without the prior written consent of Stanford. Notwithstanding any notice of assignment, Stanford's tender of payment to the Contractor named herein or to any person reasonably believed by Stanford to be entitled to payment shall fully satisfy Stanford's obligation to pay, and in no event shall Stanford be obligated to pay additional sums or be liable for any damages due to failure to pay the correct party.

For purposes of this Section, “assignment” shall include, but not be limited to: (i) a sale, exchange or other transfer of substantially all of Contractor's local, regional, and/or corporate assets dedicated to service under this Agreement to a third party; (ii) a sale, exchange or other transfer of ten (10) percent or more of the local, regional, and/or corporate assets, stock, or ownership of Contractor to a Person (other than a transfer of shares in Contractor by the owner of such shares to a revocable trust for the benefit of their family or to another owner of shares in Contractor) except that no cumulative sale, exchange, or transfer of shares may exceed twenty percent (20%) during the Term of the Agreement (other than a transfer of shares in Contractor by the owner of such shares to a revocable trust for the benefit of their family or to another owner of shares in Contractor); (iii) any reorganization, consolidation, merger, recapitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction to which Contractor or any of its shareholders is a party which results in a change of ownership or control of ten percent (10%) or more of the value or voting rights in the local, regional, and/or corporate stock of Contractor; (iv) divestiture of an Affiliate (e.g., trucking company, materials recovery Facility, Transfer station, etc.) used by Contractor to fulfill its obligations under this Agreement; and, (v) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change of local, regional, and/or corporate ownership and/or control of Contractor. For purposes of this Section, the term “proposed assignee” shall refer to the proposed transferee(s) or other successor(s) in interest pursuant to the assignment.

Contractor acknowledges that this Agreement involves rendering a vital service to Stanford's residents and businesses, and that Stanford has selected Contractor to perform the services specified herein based on: (i) Contractor's experience, skill, and reputation for conducting its Recyclable Materials, Organic Materials, and Solid Waste management operations in a safe, effective, and responsible fashion, at all times in keeping with applicable waste management laws, regulations, and good waste management practices; and, (ii) Contractor's financial resources on a local, regional, and/or corporate level to maintain the required equipment and to support its indemnity obligations to Stanford under this Agreement. Stanford has relied on each of these factors, among others, in choosing Contractor to perform the services to be rendered by Contractor under this Agreement.

If Contractor requests Stanford’s consideration of and consent to an assignment, Stanford may deny or approve such request in its sole discretion. No request by Contractor for consent to an assignment need be considered by Stanford unless and until Contractor has met requirements A – E below. Stanford may, in its sole discretion, waive one (1) or more of the following requirements:

A. On the date the Contractor submits a written request for Stanford’s written consent of an assignment, Contractor shall pay Stanford a Transfer fee in the amount of one percent (1%) of the Gross Receipts for the most-recently completed Rate Period.

B. Contractor shall pay Stanford its actual expenses for attorneys’, consultants’, accountants’ fees, staff time, and investigation costs necessary to investigate the suitability of any proposed assignee, and to review and finalize any document required as a condition for approving any such assignment. Such payment shall be required regardless of the ultimate determination of Stanford regarding the approval or denial of the assignment. Upon submittal of Contractor’s request for assignment to Stanford, Contractor shall submit an initial deposit of fifty thousand dollars ($50,000) for this purpose.

C. Contractor shall furnish Stanford with reviewed financial statements of the proposed assignee's operations for the immediately preceding three (3) operating years.

D. Contractor shall furnish Stanford with satisfactory proof: (i) that the proposed assignee has at least ten (10) years of Recyclable Materials, Organic Materials, and Solid Waste management experience on a scale equal to or exceeding the scale of operations conducted by Contractor under this Agreement; (ii) that in the last five (5) years, the proposed assignee has not suffered any citations or other censure from any Federal, State or local contractor having jurisdiction over its waste management operations due to any significant failure to comply with State, Federal or local waste management laws and that the assignee has provided Stanford with a complete list of such citations and censures; (iii) that the proposed assignee has at all times conducted its operations in an environmentally safe and conscientious fashion; (iv) that the proposed assignee conducts its operations and management practices in accordance with sound waste management practices in full compliance with all Federal, State, and local laws regulating the Collection, Transportation, Processing and Disposal of Recyclable Materials, Organic Materials, and Solid Waste including Hazardous Waste; and, (v) that any other information required by Stanford demonstrates that the proposed assignee can fulfill the terms of this Agreement in a timely, safe and effective manner.

E. Contractor shall provide Stanford with any and all additional records or documentation which, in Stanford Contract Manager’s sole determination, would facilitate Stanford’s review of the proposed assignment.

Under no circumstances shall any proposed assignment be considered by Stanford if Contractor is in default at any time during the period of consideration. If, in Stanford Contract Manager’s sole determination, there is any doubt regarding the compliance of the Contractor with the Agreement, Stanford Contract Manager may require an audit of the Contractor’s compliance and the costs of such audit shall be paid by Contractor in advance of the performance of said audit.

## 14.7 No Third Party Beneficiaries

This Agreement is not intended to, and will not be construed to, create any right on the part of any third party to bring an action to enforce any of its terms.

## 14.8 Waiver

The waiver by either Party of any breach or violation of any provisions of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach of violation of the same or any other provision. The subsequent acceptance by either Party of any monies which become due hereunder shall not be deemed to be a waiver of any pre-existing or concurrent breach or violation by the other Party of any provision of this Agreement.

## 14.9 Notice Procedures

The Agreement number shall be referred to in all invoices and correspondence concerning this Agreement. Communications by Contractor with Stanford shall be through:

|  |  |  |
| --- | --- | --- |
| Stanford’s Representative: | For Contractual Matters: | Contractor’s Representative: |
|  | «ContractsName» | «FirstName» «LastName» |
| Stanford’s Representative will be identified in each Stanford Purchase Order issued pursuant to this Agreement. | Stanford University | «Company» |
| Procurement Services |  |
| 3145 Porter Dr. | «Address» |
| Palo Alto, CA 94304-8440 | «Stanford», «State» «Zip» |
| Phone: «ContractsPhone» | Phone: «Phone» |
| «ContractsEmail» | «email» |
|  |  |

If to Contractor:

[Title]

[Contractor Company Name]
[Name of Contact]

[Address]

[Email]

[Phone]

{Note to Proposer: Selected proposer to fill in contact information.}

The address to which communications may be delivered may be changed from time to time by a notice given in accordance with this Section. Notice shall be deemed given on the day it is personally delivered or, if mailed, three (3) calendar days from the date it is deposited in the mail. Either Party may choose to provide email notification to the other Party that notice has been deposited in the mail, however such email notification shall not constitute official notice.

## 14.10 Representatives of the Parties

References in this Agreement to the “Stanford” shall mean Stanford’s elected body and all actions to be taken by Stanford, except as otherwise provided in this Section 12.10. Each reference to an act performed by, or obligation of, Stanford Contract Manager in this Agreement is itself a delegation of authority from Stanford, and delegation to Stanford Contract Manager is itself a delegation of authority from Stanford Contract Manager. Stanford may delegate, in writing, further authority to Stanford Contract Manager and/or to other Stanford officials and may permit such officials, in turn, to delegate in writing some or all of such authority to subordinate officers. The Contractor may rely upon actions taken by such delegates if they are within the scope of the authority properly delegated to them.

The Contractor shall, by the Effective Date, designate in writing a responsible officer who shall serve as the representative of the Contractor in all matters related to the Agreement and shall inform Stanford in writing of such designation and of any limitations upon their authority to bind the Contractor. Stanford may rely upon action taken by such designated representative as actions of the Contractor unless they are outside the scope of the authority delegated to them by the Contractor as communicated to Stanford.

## 14.11 Data

A **Ownership of Data and Intellectual Property.** Contractor hereby sells, transfers and assigns and agrees to sell, transfer and assign to Stanford all of the entire right, title and interest and ownership of all technology or, “technical data,” including all, “Intellectual Property,” therein, conceived, developed, made or reduced to practice by Contractor or any of its employees in and during the performance of or otherwise related to this Agreement and agrees that all proprietary rights therein shall vest and shall be delivered, upon request, to Stanford. For the purposes hereof, the term "technical data" means technical writing, pictorial reproductions, drawings or other graphical representations, tape recordings, reports, calculations, tables and documents of technical nature, whether copyrightable or copyrighted, which are made in the course of performing the Services as specified. “Intellectual Property” shall mean all proprietary rights in Technology, including all patents, copyrights, mask works, and any applications or registrations therefore, trade secrets, licenses and proprietary information, whether existing now or in the future. Contractor may, however, use data prepared or produced under this Agreement, where such data is otherwise made publicly available or with the specific approval of Stanford. The foregoing provision applies regardless of whether such Intellectual Property or Technology is made or conceived with Stanford’s equipment or Confidential Information or at Stanford’s facilities. {Note to Proposer: Stanford is open to discussion regarding applicability of intellectual property terms.}

B. **Data Security**. Contractor agrees to handle data and other information (“Data”) with a standard of care at least as rigorous as that specified in Stanford University's guidelines for Risk Classifications (“Guidelines”), located at <http://dataclass.stanford.edu/>, and Stanford University's policies concerning information security, which can be found at <https://adminguide.stanford.edu/chapter-6/subchapter-3/policy-6-3-1> and which are hereby incorporated by reference into the Agreement. Prior to performing Services which require access to, transmission of, and/or storage of Stanford's Moderate or High Risk Data, Contractor will provide a third party certification verifying its ability to comply with the Guidelines. Contractor will not copy, cause to be copied, use or disclose Data received from or on behalf of Stanford except as permitted or required by the Agreement, as required by law, or as otherwise authorized by Stanford in writing. Contractor will give immediate notice to Stanford of any actual or suspected unauthorized disclosure of, access to or other breach of the Data. In the event of actual or suspected unauthorized disclosure of, access to, or other breach of the Data, Contractor will comply with all state and Federal laws and regulations related to such breach, and will cooperate with Stanford in fulfilling its legal obligations. Contractor will indemnify Stanford for its violation of this paragraph, including but not limited to the cost of providing appropriate notice to all required parties and credit monitoring, credit rehabilitation, or other credit support services to individuals with information impacted by the actual or suspected breach. Upon termination or expiration of the Agreement, Contractor will return or, at Stanford's election, destroy, the Data within 30 days from the conclusion of the Agreement. This paragraph and its indemnity will survive the termination of the Agreement.

C. **Non-Disclosure.** Contractor acknowledges that Stanford continually develops Confidential Information for Stanford and that a Contractor may learn of Confidential Information, including Confidential Information of third parties, during the term of this Agreement. Contractor will comply with the policies and procedures of Stanford for protecting Confidential Information set forth above and, in any event, shall not disclose to any person or entity (except as required by applicable law or for the proper performance of Contractor’s duties and responsibilities to Stanford), or use for Contractor’s or any third party’s benefit or gain, any Confidential Information obtained by Contractor incident to Contractor’s consultancy or other association with Stanford. Contractor understands that this restriction shall continue to apply after this Agreement terminates, regardless of the reason for such termination.

D. **FERPA (Family Educational Rights and Privacy Act).** During the course of performing Services under this Agreement, Contractor may have access to certain Student educational records. If Contractor has access to Student educational records, Contractor may not permit access to, or the release or transfer of personally identifiable information from a student’s educational record to any party by any means, other than to Stanford officials and/or the student upon written request.

E. **Protected Health Information**. During the course of performing Services under this Agreement, Contractor may have access to certain information that may constitute Protected Health Information (PHI). Attached to this Agreement and hereby fully incorporated into this Agreement is a Business Associate Addendum (BAA) that sets forth the terms and conditions governing the handling of Protected Health Information. If Contractor has access to PHI, Contractor agrees to comply with the requirements of this BAA, and acknowledges that failure to comply with such requirements will result the liquidated damages stipulated in the BAA as well as termination of this Agreement.

## 14.12 Use of Stanford Trademarks

Contractor agrees not to use Stanford’s name or other trademarks (together referred to herein as the “Marks”), or the name or trademarks of any related organization, or to quote the opinion of any of Stanford’s employees or agents (“Quotes”), either in writing or orally, without the prior written consent of Stanford’s Assistant Vice President of Business Development. This prohibition includes, but is not limited to, use of the Marks or Quotes in press releases, advertising, marketing materials, other promotional materials, presentations, case studies, reports, websites, application or software interfaces, and other electronic media.

## 14.13 Time of Essence

It is mutually agreed that time is of the essence of each and every portion of this Agreement, specific Purchase Orders issued under this Agreement, and of any requirements of the Agreement whereby a definite and certain length of time is fixed for the performance of any act whatsoever; and, in the event of an extension of time under the Agreement is allowed for the completion of any Services, the new time fixed by such extension shall be of the essence of this Agreement.

# ARTICLE 15. ENVIRONMENTAL HEALTH AND SAFETY

## 15.1 Asbestos

In accordance with California Health and Safety Code Section 25915 (Connelly Act) and the Cal/OSHA Asbestos Standard, 8 CCR Section 1529, Contractor is hereby notified that in Stanford facilities there are construction materials that are known to contain asbestos. In some areas, asbestos has been identified in one or more of the following construction products: spray-applied fireproofing; pipe, boiler, tank and air duct insulation; air duct seam tape; gaskets; roofing tar, felt and mastic; asbestos-cement pipe, wallboard, and shingles; plaster and acoustical treatments; gypsum board taping compound; vinyl and asphalt floor tile; vinyl sheet flooring; vinyl flooring, base cove, and ceiling tile adhesive; caulking and glazing compound; acoustic ceiling and wall tile; lab fume hood liners, exhaust ducts and counter tops; and fire-rated door core insulation.

Contractor shall not disturb building materials and shall stop work and report any inadvertent disturbance of such materials immediately to Stanford Environmental Health and Safety at 650-725-9999. Unless specifically qualified to do so, Contractor shall not enter an area that is posted with warning signs or labels indicating the presence or chemical, bio-hazardous or radioactive materials or equipment or areas that may have residual contamination from such materials.

## 15.2 Proposition 65 Notice

Under California Health and Safety Code Sections 25249.5 through 25249.13, asbestos, lead, mercury and polychlorinated biphenyls have been listed as chemicals known to the State of California to cause cancer or reproductive harm. Contractor will be working in areas in which some or all of these materials may be present. This notice constitutes the warning of the presence of a chemical known to cause cancer or reproductive harm required by Proposition 65. It is Contractor’s duty to follow all requirements of Proposition 65.

## 15.3 Water Discharge Management

Special conditions for water discharge management, storm water management, and environmental pollution prevention shall be adhered to by Contractor in conformance with Exhibit A.

# Article 16. Stanford Contract Administration fee

## 16.1 Stanford Fee

{Note to Proposer: The proposed Stanford Fee is subject to change prior to the finalization of this Agreement.}

During the Term of this Agreement, Contractor shall pay Stanford a Contract Administration Fee to cover the cost of activities such as: monitoring the Agreement and service requirements and managing the administration of relevant programs. The Contract Administration Fee for Rate Period One (September 1, 2023 through August 31, 2024) shall be ten percent (10%) of the Contractor’s annual Gross Receipts. Stanford reserves the right, in its sole discretion, to increase, reduce, or eliminate this fee at any time during the Term of the Agreement. Any adjustment to this fee shall result in an Adjustment to Rates as described in Article 9.

## 16.2 Fee Payment

**A. Payment Schedule.** The Contract Administration Fee shall be payable on a monthly basis, and shall be due and payable on the fifteenth (15) day of each month. Each payment shall be calculated in accordance with the provisions of this Agreement.

**B. Payment Process.** The Contract Administration Fee shall be paid to Stanford in the method prescribed by the Stanford Contract Manager. Each payment shall be accompanied by a written statement, verified by the Person making the payment, or a duly authorized representative of the Person, showing the calculation of the Contract Administration Fee payable in such form and detail as the Stanford Contract Manager may require.

 No statement filed under this Section shall be conclusive as to the matters set forth in such statement, nor shall the filing of such statement preclude Stanford from collecting, by appropriate action, the sum that is actually due and payable.

**C. Late Payment.** If the Contract Administration Fee is not paid by the Contractor at the time or in the amount required by this Section, then in addition to said fee, the Contractor shall pay a late payment charge in an amount equal to two percent (2%) of the fee that is due, plus interest equal to one and one-half percent (1.5%) for each month in which the fee was not paid in a timely manner or accurate amount.

# ARTICLE 17. MISCELLANEOUS AGREEMENTS

## 17.1 Entire Agreement

This Agreement is the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. Each Party has cooperated in the drafting and preparation of this Agreement and this Agreement shall not be construed against any Party on the basis of drafting. This Agreement may be amended only by an agreement in writing, signed by each of the Parties hereto.

## 17.2 Section Headings

The article headings and section headings in this Agreement are for convenience of reference only and are not intended to be used in the construction of this Agreement nor to alter or affect any of its provisions.

## 17.3 References to Laws

All references in this Agreement to laws and regulations shall be understood to include such laws as they may be subsequently amended or recodified, unless otherwise specifically provided herein.

## 17.4 Amendments

This Agreement may not be modified or amended in any respect except in writing signed by the Parties.

## 17.5 Complete Agreement and Severability

This Agreement, any specifications or additional terms and conditions attached or referenced, constitute the entire agreement between Stanford and Contractor. No other terms or conditions are binding on Stanford unless accepted by Stanford in writing. In the event of a conflict between this Agreement and terms and conditions stated in Contractor's quotation/proposal, the terms of this Agreement shall take precedence.

If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

## 17.6 Counterparts

This Agreement may be executed in counterparts, each of which shall be considered an original.

## 17.7 Exhibits

Each of the Exhibits identified as Exhibit “A” through and including “F” is attached hereto and incorporated herein and made a part hereof by this reference. In the event of a conflict between the terms of this Agreement and the terms of an Exhibit, the terms of this Agreement shall control.

## 17.8 Survivorship

Any responsibility of Contractor for warranties, insurance, indemnity, record-keeping or compliance with laws with respect to this Agreement shall not be invalidated due to the expiration, termination or cancellation of this Agreement.

## 17.9 Construction and Interpretation

Contractor and Stanford agree and acknowledge that the provisions of this Agreement have been arrived at through negotiation and that each Party has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, any ambiguities in construing or interpreting this Agreement shall not be resolved against the drafting Party.

The parties hereby agree that facsimile signatures whether transmitted by telephonic facsimile machine or computer transmitted files will be considered original signatures for all purposes including, but not limited to, authentication of this document (or any amendment prepared and executed in accordance with the terms of this document) in any legal proceeding.

IN WITNESS WHEREOF, Stanford and Contractor have executed this Agreement as of the Effective Date stated above.

|  |  |  |
| --- | --- | --- |
| «Company» |  | THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY |
| By  |  | By  |
|  |  | «SigName»«SigTitle» |
|  |  |  |
| Signature Date |  | Signature Date |