AGENDA
Special City Council Meeting,
Successor Agency to the
Former Redevelopment Agency and the
Wasco Public Finance Authority
Thursday, June 15, 2023 – 7:30 AM
Council Chambers
746 8th Street, Wasco, CA 93280
www.cityofwasco.org

AGENDA AVAILABILITY: The City Council Agenda is posted on the bulletin board at the entry of City Hall 746 8th Street, Wasco, at the entrance of 764 E Street, Wasco, and at the entry of the Sheriff’s Office 748 F Street, Wasco. The agenda packet, meeting minutes, and archived City Council meetings are available on the City’s website at www.cityofwasco.org.

AGENDA MATERIALS: City Council agenda materials are released no later than 24 hours prior to a Special meeting and are available to the public at the City Clerk’s Office, 746 8th Street, Wasco, CA, in a public binder at each City Council meeting, and on the City’s website at https://www.cityofwasco.org/AgendaCenter

SPANISH INTERPRETATION: If you need an interpretation of your communications to the City Council from Spanish into English, please contact the City Clerk Department at 661-758-7215 or via email at cityclerk@cityofwasco.org. Subject to availability

INTERPRETACIÓN EN ESPAÑOL: Si necesita una interpretación de sus comunicaciones al Concejo Municipal del español al inglés, comuníquese con el Departamento del Secretario de la Ciudad al 661-758-7215 o por correo electrónico a cityclerk@cityofwasco.org. Sujeto a disponibilidad.

SPECIAL MEETING – 7:30 a.m.

1) CALL TO ORDER: Mayor Martinez

2) ROLL CALL: Mayor Martinez, Mayor Pro Tem Garcia, Council Members: Medina, Reyna, Saldaña

3) FLAG SALUTE: led by Mayor

4) NEW BUSINESS:
   a. Adopt a Resolution Authorizing the City Manager or Designee to Finalize, Sign and Execute a Non-Hazardous Garbage Collection and Removal Services Agreement No. C5611481 with the State of California Department of Corrections and Rehabilitation for the servicing of wet/dry refuse collection, removal, and disposal
at the Wasco State Prison-Reception Center located at 701 Scofield Ave. Wasco Ca. 93280, and Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required

5) ADJOURNMENT:
This is to certify that this agenda was posted at Wasco City Hall on June 13, 2023, on/or before 5:30 p.m. The agenda is also available on the City website at www.cityofwasco.org.

Monica Flores
Monica Fores, Deputy City Clerk
TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Luis Villa, Public Works Director

DATE: June 15, 2023

SUBJECT: Adopt a Resolution Authorizing the City Manager or Designee to Finalize, Sign and Execute a Non-Hazardous Garbage Collection and Removal Services Agreement No. C5611481 with the State of California Department of Corrections and Rehabilitation for the servicing of wet/dry refuse collection, removal, and disposal at the Wasco State Prison-Reception Center located at 701 Scofield Ave, Wasco Ca. 93280.

Recommendation:
Staff recommends the city council:
1) Staff recommends adopting a Resolution Authorizing the City Manager or Designee to Finalize, Sign and Execute a standard contract renewal for the collection, removal, and disposal of non-hazardous wet/dry garbage 6 days weekly, Monday through Saturday, during the hours of 4 am to 12:00 am daily for the Wasco State Prison-Reception Center.

2) Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

Environmental Review:
The staff has reviewed the proposed activity for compliance with the California Environmental Quality Act (CEQA) and has determined that the activity is not a “Project” as defined under Section 15378 of the State CEQA guidelines because the proposed activity consists of a governmental fiscal/administrative activity which does not result in a physical change in the environment; therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines, the activity is not subject to CEQA. Thus, no environmental review is required.

Background:
The City of Wasco Sanitation Department has been contracted and servicing the Wasco State Prison-Reception Center for over 18 years providing and maintaining all labor,
materials, supplies, tools, equipment, permits/licenses, and transportation as necessary to provide non-hazardous wet/dry garbage collection, removal, and disposal services.

**Discussion:**
The City will continue to provide and maintain all labor, materials, supplies, tools, equipment, permits/licenses, and transportation necessary to provide non-hazardous wet/dry garbage collection, removal, and disposal services. This also includes approximately 40, 3 cubic yard metal bins with locking lids. The City will also provide 20 yd or 40 yd roll-off services at the discretion of the State’s needs.

The previous contract was a 2-year contract and expires on June 30, 2023. The new contract is for three years and will expire on June 30, 2026. Staff has been in contact with the Contract Unit for the State Department of Corrections and Rehabilitation since October of 2022 and the Wasco State Prison Procurement to help with the timely renewal of the contract.

**Fiscal Impact:**
The City will provide services for the estimated contract amount of $1,549,052.00. The proposed rates include 3% annual increases for all services to provide revenue to cover increased costs of service, including labor, equipment, fuel, steel, supplies for metal bin maintenance, permits, and licenses, etc.

**Attachments:**
1. Resolution
2. Exhibit A-F - Agreement
RESOLUTION NO. 2023-


WHEREAS, the City has a current Agreement with the state of California, Department of Corrections for refuse collection at the Wasco State Prison Facility; and

WHEREAS, the City wishes to enter into a new Agreement to extend the services with the Wasco State Prison Facility attachment Exhibit “A”; and

WHEREAS, said Agreement has been made in the form and manner prescribed by the City of Wasco Municipal Code and the California Public Contract Code; and,

WHEREAS, the California Department of Corrections and the City each acknowledge that each party has reviewed the Agreement; and,

WHEREAS, the Agreement shall be governed by and construed in accordance with the laws of the State of California; and,

WHEREAS, the City of Wasco agrees to provide labor, materials, and equipment necessary for the removal of non-hazardous materials from the Wasco State Prison Facility.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Wasco as follows:

SECTION 1: Approval of the Contract with the State of California Department of Corrections and Rehabilitation for the Wasco State Prison and Reception-Center subject to final review by the City Manager and City Attorney.

SECTION 2: Authorizes the City Manager or designee to finalize, sign and execute an agreement as attached hereto as Exhibit “A”, and related contract documents, with the state of California, Department of Corrections, Wasco State Prison Facility for collection and removal of non-hazardous garbage, Agreement NO. C5611481.

-o0o-
I HEREBY CERTIFY that the foregoing Resolution No. 2023 - was passed and adopted by the Council of the City of Wasco at a special meeting thereof held on June 15, 2023, by the following vote:

COUNCIL MEMBERS:
AYES:
NOES:
ABSTAIN:
ABSENT:

__________________________
VINCENT MARTINEZ,
MAYOR of the City of Wasco

Attest: ________________

__________________________________
MONICA FLORES
DEPUTY CITY CLERK and Ex Officio Clerk of the Council of the City of Wasco
NON-HAZARDOUS WET/DRY GARBAGE COLLECTION, REMOVAL AND DISPOSAL SERVICES

1. INTRODUCTION

Contractor shall provide all labor, materials, supplies, tools, equipment, permits/licenses and transportation as necessary to provide non-hazardous wet/dry garbage collection, removal and disposal services for the California Department of Corrections and Rehabilitation (CDCR), Wasco State Prison-Reception Center (WSP-RC) located at 701 Scofield Avenue Wasco, CA 93280.

Public Resources Code 41780 mandates all State Agencies to divert waste from landfills and to minimize waste and increase recycling efforts. Contractor shall provide the Institution Contract Liaison or designee, in writing by the 7th of each month, with a receipt verifying the actual weighted amount of waste, from the institution only, disposed at the landfill.

2. SERVICES TO BE PROVIDED

The Contractor shall provide non-hazardous Wet/Dry Garbage Collection, Removal and Disposal services daily, Monday through Saturday. The Contractor shall pick up garbage inside the secure perimeter and return to the sally port prior to 5 A.M. when the count commences. The Contractor shall remain in the sally port until verbal notification is provided by the Institution Escorting Officer that the count has cleared. If any discrepancies to the count arise, this may extend the wait time inside the sally port. The hours of service may change if mutually agreed upon by the Institution Contract Liaison or designee and the Contractor. Services provided will also include holidays, except New Year’s Day, Presidents Day, Memorial Day, Fourth of July, Labor Day, Veteran’s Day, Thanksgiving Day, and Christmas Day when the land fill/dump is closed. The Contractor shall pick up trash from containers the following work day after a holiday.

Three Cubic-Yard Bins

Contractor shall furnish and maintain thirty-five (35), three-cubic yard containers with steel rollable wheels. All containers are to have lid covers made of steel or double-walled plastic (i.e. duraflex or equivalent thereof) that are easily opened and closed. Containers and lids may not have excess metal on or inside which could be removed. In the event any lid or container becomes damaged, Contractor shall, within forty-eight (48) hours of notification, repair or replace lids or containers.

Containers shall be sealed and liquid tight to prevent spillage and drippings. The State reserves the right to inspect containers to determine suitability prior to placement.

Contractor shall deliver containers to the locations indicated by the Institution Contract Liaison or designee prior to commencement of services. A location may be changed at any time at the discretion of the institution. The institution will provide twenty-four (24) hour notice to Contractor of any location changes.

Container pickup shall be in accordance with the Exhibit A-1, Garbage Pickup Schedule/Tracking Worksheet hereinafter known as the Worksheet and is a part of this contract. The number of bins emptied shall be noted on the Worksheet and after each day’s pick-up, the WSP-RC Escort Officer and the City of Wasco Sanitation Employee will print and sign their name on the Worksheet to indicate they are in agreement with the number of bins emptied.
The State shall pay only for those bins emptied and signed for in accordance with the Worksheet and per the prices indicated on the Rate Sheet, Exhibit B-1, attached herein and a part of this contract.

In the event trash is discovered to be on top of any trash bin (commonly referred to as “snow coning”), the escort officer will open the bin, and if there is room, will place the trash inside the bin. The City of Wasco Sanitation Employee will then empty the bin. If the bin is already full, the City is not obligated to pick up the trash left outside of the bin.

**Forty Cubic-Yard Bins**

Upon request by the WSP-RC Contract Liaison or designee, Contractor shall deliver and set in place Forty Cubic Yard roll-off bins (quantity as requested) within 24 hours, to the location(s) indicated by the Contract Liaison or designee. Roll-off bins shall be used only for disposal of mattresses or other large items such as furniture, but excludes any type of concrete or stone/rock. No mattresses or other large items shall be disposed of in the Contractor's 3-yard bins used for regular garbage.

Forty Cubic-Yard bins shall be paid for in accordance with the rates set forth in the Rate Sheet, Exhibit B-1 attached herein.

The State reserves the right to add or subtract containers (both sizes), modify size of containers and adjust pick up schedule as needed, to accommodate any unforeseen increase or decrease in volume of wet/dry garbage or large items generated. The additional services will be provided within forty-eight (48) hours of request by the State, and will be arranged at a mutually agreed upon time. Additional services shall be provided at the same rate set forth in the Contractor’s Rate Sheet, Exhibit B-1 herein.

Contractor shall complete services within the time frames specified herein. At the State’s discretion, the time specified for garbage pickup may be extended for a reasonable period of time when there is a delay in Contractor’s performance of the work caused by unavoidable delay such as Acts of God, fire, flood, epidemics, quarantine, restrictions, strikes, freight embargoes, or unusual action of the elements, provided that Contractor shall notify the State within two (2) hours from the beginning of any delay.

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

3. **STANDBY TIME/RATES**

The Contractor shall incur additional standby time (wait time) in the following situations:

a. In the event WSP-RC requests the Contractor to provide and haul a 40 yard bin in the same day, the Contractor shall remain on standby with the bin until the bin is full and ready for removal from the institution grounds. The Contractor will be reimbursed at the hourly standby rate, as specified in Exhibit B-1, Rate Sheet.
b. if the 5:00 AM inmate count does not clear, the Contractor shall remain inside the sally port until the count clears. If the Contractor’s wait time extends past the first fifteen (15) minutes, then standby rates will be incurred in fifteen (15) minute increments, as specified in Exhibit B-1, Rate Sheet.

4. OVERLOAD CHARGE

In the event a roll-off container exceeds ten (10) tons, there will be a charge that identified in Exhibit B-1, for additional ton over ten tons. The Contractor shall notify CDCR or designee of overload charges, once an overage is identified.

5. RECEIPTS

Contractor shall deliver the wet/dry garbage to a county/city-approved landfill in accordance with the State of California, Environmental Health Laws. Contractor shall provide receipts verifying disposal date and weight of wet/dry garbage from an approved landfill when submitting invoices.

6. CONTAINER UNLOADING

The Contractor shall ensure that all containers, which are to be emptied on-site, shall be emptied into a sealed truck which is liquid tight to prevent spillage and drippings. Roll-off containers shall be sealed to prevent spillage and drippings, and removed by the Contractor upon request by the Contract Liaison or designee.

7. CONTAINER MAINTENANCE

The Contractor shall maintain containers in good mechanical condition.

Containers must be steam cleaned and painted annually or more often as necessary as determined by the Institution Contract Liaison or designee. Steam cleaning and painting shall not be performed on State property unless specifically requested by the State and shall be completed at Contractor’s expense.

The Contractor shall furnish additional containers on an exchange basis while the maintenance of containers is performed.

8. CONTAINER LOCKING DEVICES

The Contractor shall secure locking devices on all containers. The locking devices shall consist of a single lock bar extending the full width of the lid and lockable by padlock, to be supplied by institution.

9. LICENSES/PERMITS

The Contractor shall possess a valid Motor Carrier permit issued by the California Department of Motor Vehicles, valid city/county-issued Commercial Refuse Hauler’s Permit, if applicable.

The Contractor shall also possess and maintain throughout the term of this Agreement a current DMV issued Motor Carrier Permit if any vehicle used to haul sludge or other Contractor-owned items in performance of this contract has a Gross Vehicle Weight Rating (GVWR) of 10,001 lbs. or more.
10. **DEPARTMENT OF CORRECTIONS AND REHABILITATION CONTACT INFORMATION**

Should questions or problems arise during the term of this Agreement, Contractor should contact the following offices:

**Billing/Payment Issues:**
Accounting Services Branch - Sacramento  
Attention Accounts Payable B  
Phone Number: (916) 255-2042  
FAX Number: (916) 255-2103

**General Contract Issues:**
Office of Business Services  
Phone Number: (916) 255-5624  
FAX Number: (916) 255-6187

**Scope of Work/Performance Issues:**
Wasco State Prison-Reception Center Contract Liaison  
Julia Chavolla, Business Services Officer I  
Phone Number: (661) 758-8400 ext. 5201  
FAX Number: (661) 758-7073  
E-mail: Julia.Chavolla@cdcr.ca.gov

The Institution Contract Liaison or designee shall be solely responsible for determining acceptability of satisfactory completion of any services provided by Contractor.
NON-HAZARDOUS GARBAGE COLLECTION, REMOVAL AND DISPOSAL SERVICES

Additional instructions may be listed under each Institution/Facility/Camp in this Service Schedule and General Container Information; the Contractor must adhere to these instructions. Any change in location of bins, the Contractor will be notified by the CDCR Contract Liaison.

CITY OF WASCO

Wasco State Prison (WSP)

<table>
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<tr>
<th>No. of Containers</th>
<th>Container Description</th>
<th>Container Location</th>
<th>Service Schedule</th>
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<td>40 cubic yard w/ rollable steel wheels</td>
<td>RASP</td>
<td>As Needed</td>
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<tr>
<td>40</td>
<td>3 cubic yard w/ rollable steel wheels</td>
<td>Facility: A, B, C, H, D &amp; M Kitchen Bldgs, Central Kitchen Bldg, Admin Snack Bar Bldg</td>
<td>6 day per week</td>
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## NON-HAZARDOUS WET/DRY GARBAGE COLLECTION, REMOVAL AND DISPOSAL SERVICES

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</tbody>
</table>

**WATCH COMMANDER**  **DATE**  **WEEK OF**  **12 of 35**
DATE

Contact Person
Contractor Name
Address
City State Zip

Dear Mr./Ms.:

AGREEMENT NUMBER:
SERVICE:

Per the Scope of Work, Exhibit A, number X, Contractor Responsibilities, paragraph X, the Department of Corrections and Rehabilitation (CDCR) is exercising its right to increase/decrease services to the above agreement for the Institution/Facility.

The changes are indicated in the table below:

<table>
<thead>
<tr>
<th>No. of Containers</th>
<th>Container Description</th>
<th>Container Location</th>
<th>Service Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

If you have any questions or need assistance, don't hesitate to contact me at (279) 210-3787.

Sincerely,

Samantha Sheckler
Contract Analyst, Master Contracts Unit
Institution Contracts Section
Contracts Management Branch

cc: Contractor
    Correctional Facility
    Accounting
    Contract Copy
### CA DEPT. OF CORRECTIONS AND REHABILITATION

#### ENTER INSTITUTION NAME HERE

**RECYCLING MATERIAL PICK-UP TICKET**

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<th>Ticket #</th>
<th>Contract #</th>
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<td>(sequential internal number, not vendor ticket number)</td>
<td>(if applicable)</td>
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#### VENDOR INFORMATION

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<th>Address</th>
<th>Telephone #</th>
<th>Contact:</th>
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#### INSTITUTION INFORMATION

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<th>Institution address</th>
<th>Enter Institution Name Here</th>
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<table>
<thead>
<tr>
<th>Pickup Date</th>
<th>Commodity (list each item separately)</th>
<th>Est. Weight</th>
<th>Est. Dollar Amt.*</th>
<th>Notes</th>
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* indicate if "ZERO"

Commodities Transferred to/Received by -

Commodities Issued by -

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<th>Vendor Representative</th>
<th>Recycling Coordinator</th>
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<tbody>
<tr>
<td>(sign and print name)</td>
<td>(sign and print name)</td>
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</tbody>
</table>

**Vendor** - Please remit payment along with a copy of pick-up ticket and weighmaster certificate within 30 days to:

**CDCR** -

ENTER INSTITUTION NAME HERE

Regional Accounting Office - Southern CA

P.O. Box 6000

Rancho Cucamonga, CA 91729-6000

Recycling Processor: Telephone # 909-483-1585 or 1558     Fax # 909-483-1548

### Accounting Use Only:

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<th>Receipt codes:</th>
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<th>Fund: per pick-up date</th>
<th>FA:</th>
<th>CC: per institution</th>
<th>Text Source Code:</th>
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</table>

**Distribution:**  
**Copy 1** - Vendor, **Copy 2** - Regional Accounting Office, **Copy 3** - Institution Recycling Coordinator
NON-HAZARDOUS GARBAGE COLLECTION, REMOVAL AND DISPOSAL SERVICES

1. **Invoicing and Payment**

   a. For services satisfactorily rendered, and upon receipt and approval of Contractor’s invoices, the State agrees to compensate the Contractor in accordance with the rates specified herein on Exhibit B-1 Rate Sheet and made a part of this Agreement. Exhibit B-1 Rate Sheet shall remain in force for the stated term of this Agreement and shall include every item of expense, direct and indirect, including taxes incidental to the specified rates.

   b. Invoices shall include the Agreement Number, Purchase Order Number and shall be submitted in triplicate not more frequently than monthly in arrears to the address provided below.

   c. The Contractor also has the option to submit their invoices electronically to the appropriate email address listed below. The Contractor must use the name on the Agreement and the Agreement Number on the subject line of the email. The email must include an attached PDF file of the invoice, in accordance with the information above, and must reference the institution acronym and invoice number. Separate emails shall be sent for contracts with more than one participating institution, facility, office and/or site with the invoice information as stated above.

1) **To submit invoices by mail for Institutions, DJJ Facilities, DJJ Headquarters, and Board of Parole Hearing contracts:**

   California Department of Corrections and Rehabilitation (CDCR)
   ASB - Sacramento
   Attention: Accounts Payable B
   P.O. Box 187016
   Sacramento, CA  95818-7016

   For electronic submission, send invoices to:
   Institutionnonmedcontractinvoices@cdcr.ca.gov

2. **Budget Contingency Clause**

   a. It is mutually agreed that if the California State Budget Act for the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor, or to furnish any other considerations under this Agreement, and Contractor shall not be obligated to perform any provisions of this Agreement.

   b. If funding for the purposes of this program is reduced or deleted for any fiscal year by the California State Budget Act, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.
3. **Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. Payment to small/micro businesses shall be made in accordance with and within the time specified in Chapter 4.5, Government Code 927 et seq.

4. **Subcontractors**

Nothing contained in this Agreement, or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of Contractor's responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State’s obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

5. **Advanced Payment for Non-Profit Organizations**

Pursuant to Government Code Section (GC) 11019, upon review and approval of CDCR, the Contractor may request an advance payment for the fiscal year(s) covered by this agreement, which shall not exceed twenty five percent (25%) of the annual budget for each fiscal year. The CDCR will review and determine the need for an advance payment using the criteria contained in the department’s procedures for advance payments to Community-Based, Private, Non-Profit Organizations, CDCR shall recover one-twelfth (1/12) of the advance payment each month by the reduction of monthly invoices submitted for payment by the Contractor in accordance with the project budget amount for each fiscal year of the agreement.

6. **City/County Rate Increase**

It is understood that the city/county may regulate some or all of the Contractor’s rates for services. In the event the city/county increases the rates that directly affect the services provided in this Agreement, the Contractor may request, from the State, an increase in the rates stated in this Agreement. The Contractor must submit a written request to the State with a copy of the resolution from the city/county listing the prior rates and new rates and effective date of the new rates.
NON-HAZARDOUS WET/DRY GARBAGE COLLECTION, REMOVAL AND DISPOSAL SERVICES

The quantities on this rate sheet are estimates as shown below. The State shall pay the Contractor only for services rendered in accordance with the rates set forth in this rate sheet, Exhibit B-1, and the Worksheet, Exhibit A-1 which indicates actual bins emptied, for each year as indicated.

A. THREE-YARD BINS

<table>
<thead>
<tr>
<th>Price Per Emptied Bin FY 2023/2024</th>
<th>Price Per Emptied Bin FY 2024/2025</th>
<th>Price Per Emptied Bin FY 2025/2026</th>
</tr>
</thead>
<tbody>
<tr>
<td>$42.56</td>
<td>$43.84*</td>
<td>$45.16*</td>
</tr>
</tbody>
</table>

* 3% Annual inflation factor added for contract years two and three.

B.1 ESTIMATED COST FOR 3-YARD BINS PER YEAR:

<table>
<thead>
<tr>
<th>Year</th>
<th>Estimated # Of Bins Per Week</th>
<th>Price Per Bin</th>
<th># Of Weeks</th>
<th>Estimated Total Annual Amt.</th>
</tr>
</thead>
<tbody>
<tr>
<td>2023/2024</td>
<td>180</td>
<td>$42.56</td>
<td>52</td>
<td>$398,361.60</td>
</tr>
<tr>
<td>2024/2025</td>
<td>180</td>
<td>$43.84</td>
<td>52</td>
<td>$410,342.40</td>
</tr>
<tr>
<td>2025/2026</td>
<td>180</td>
<td>$45.16</td>
<td>52</td>
<td>$422,697.60</td>
</tr>
</tbody>
</table>

TOTAL FOR B.1 $1,231,401.60

B.2 ESTIMATED COST FOR LANDFILL FEES PER YEAR:

<table>
<thead>
<tr>
<th>Year</th>
<th>Per 3 Cubic Yards</th>
<th>Est. Cubic Yards Per Month</th>
<th># Of Months</th>
<th>Estimated Total Annual Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2023/2024</td>
<td>$9.00**</td>
<td>2250</td>
<td>12</td>
<td>$81,000.00</td>
</tr>
<tr>
<td>2024/2025</td>
<td>$9.00**</td>
<td>2250</td>
<td>12</td>
<td>$81,000.00</td>
</tr>
<tr>
<td>2025/2026</td>
<td>$9.00**</td>
<td>2250</td>
<td>12</td>
<td>$81,000.00</td>
</tr>
</tbody>
</table>

TOTAL FOR B.2 $243,000.00

** Current Kern County fee is $3.00 per cubic yard, therefore $9.00 per 3 cubic yard bin collected and emptied. The Kern County fee is a pass-through with no administrative fee added. Any change in the Kern County fee will be charged by the City to the CDCR based upon the effective date of the updated fee.
C. FORTY-YARD ROLL-OFF BINS

<table>
<thead>
<tr>
<th>Description</th>
<th>FY 2023/2024</th>
<th>FY 2024/2025</th>
<th>FY 2025/2026</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Dump Charge Per Ton (Based on Est. 3% Increase Per Year)</td>
<td>$58.00***</td>
<td>$59.74***</td>
<td>$61.53***</td>
</tr>
<tr>
<td>(Annual Est. Based On 10 Tons 4X Per Year)</td>
<td>$2,320.00</td>
<td>$2,389.60</td>
<td>$2,461.20</td>
</tr>
<tr>
<td>Delivery Rate Per Request</td>
<td>$112.50</td>
<td>$112.50</td>
<td>$112.50</td>
</tr>
<tr>
<td>(Annual Est. Based On 4X Per Year)</td>
<td>$450.00</td>
<td>$450.00</td>
<td>$450.00</td>
</tr>
<tr>
<td>Daily Rental</td>
<td>$7.00</td>
<td>$7.00</td>
<td>$7.00</td>
</tr>
<tr>
<td>(Annual Est. Based On 2 Days 4X Per Year)</td>
<td>$56.00</td>
<td>$56.00</td>
<td>$56.00</td>
</tr>
<tr>
<td>Monthly Rental</td>
<td>$206.61</td>
<td>$206.61</td>
<td>$206.61</td>
</tr>
<tr>
<td>City Dump Charge Per Dump Of 40-Yard Bin</td>
<td>$244.01</td>
<td>$244.01</td>
<td>$244.01</td>
</tr>
<tr>
<td>(Annual Est. Based On 4X Per Year)</td>
<td>$976.04</td>
<td>$976.04</td>
<td>$976.04</td>
</tr>
<tr>
<td>TOTAL FOR C</td>
<td>$3,802.04</td>
<td>$3,871.64</td>
<td>$4,574.89</td>
</tr>
</tbody>
</table>

*** Current Kern County fees are a pass-through with no administrative fee added. Any change in the Kern County fee will be charged by the City to the CDCR based upon the effective date of the updated fee.

D. STANDBY RATES PER YEAR

<table>
<thead>
<tr>
<th>Estimated Hours</th>
<th>Rate per Hour</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>200</td>
<td>$75.00</td>
<td>$15,000.00</td>
</tr>
</tbody>
</table>

E. OVERLOAD CHARGE PER YEAR

<table>
<thead>
<tr>
<th>Estimated Overages</th>
<th>Rate per Ton</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>100</td>
<td>$58.00</td>
<td>$5,800.00</td>
</tr>
</tbody>
</table>

ESTIMATED ANNUAL AMOUNT PER YEAR (A + B.1 + B.2 + C + D + E)

<table>
<thead>
<tr>
<th>FISCAL YEAR</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1 - 2023/2024</td>
<td>$503,964.00*</td>
</tr>
<tr>
<td>Year 2 - 2024/2025</td>
<td>$516,015.00*</td>
</tr>
<tr>
<td>Year 3 - 2025/2026</td>
<td>$529,073.00*</td>
</tr>
</tbody>
</table>

* Annual rates have been rounded up to the next dollar

ESTIMATED TOTAL CONTRACT AMOUNT | $1,549,052.00
NON-HAZARDOUS GARBAGE COLLECTION, REMOVAL AND DISPOSAL SERVICES

1. **Contract Disputes with Public Entities** (Supersedes provision number 6, Disputes, of Exhibit C)

   As a condition precedent to Contractor’s right to institute and pursue litigation or other legally available dispute resolution process, if any, Contractor agrees that all disputes and/or claims of Contractor arising under or related to the Agreement shall be resolved pursuant to the following processes. Contractor’s failure to comply with said dispute resolution procedures shall constitute a failure to exhaust administrative remedies.

   Pending the final resolution of any such disputes and/or claims, Contractor agrees to diligently proceed with the performance of the Agreement, including the delivering of goods or providing of services. Contractor’s failure to diligently proceed shall constitute a material breach of the Agreement.

   The Agreement shall be interpreted, administered, and enforced according to the laws of the State of California. The parties agree that any suit brought hereunder shall have venue in Sacramento, California, the parties hereby waiving any claim or defense that such venue is not convenient or proper.

   A county, city, district or other local public body, state board or state commission, another state or federal agency, or joint-powers authority shall resolve a dispute with CDCR, if any, through a meeting of representatives from the entities affected. If the dispute cannot be resolved to the satisfaction of the parties, each entity may thereafter pursue its right to institute litigation or other dispute resolution process, if any, available under the laws of the State of California.

2. **Confidentiality of Data**

   All financial, statistical, personal, technical and other data and information relating to State’s operation, which are designated confidential by the State and made available to carry out this Agreement, or which become available to the Contractor in order to carry out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure.

   If the methods and procedures employed by the Contractor for the protection of the Contractor’s data and information are deemed by the State to be adequate for the protection of the State’s confidential information, such methods and procedures may be used with the written consent of the State. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data already rightfully in the Contractor’s possession that is independently developed by the Contractor outside the scope of the Agreement or is rightfully obtained from third parties.

   No reports, information, inventions, improvements, discoveries, or data obtained, repaired, assembled, or developed by the Contractor pursuant to this Agreement shall be released, published, or made available to any person (except to the State) without prior written approval from the State.

   Contractor by acceptance of this Agreement is subject to all of the requirements of California
Government Code Section 11019.9 and California Civil Code Sections 1798, et seq., regarding the collection, maintenance, and disclosure of personal and confidential information about individuals.

3. **Accounting Principles**

The Contractor will adhere to generally accepted accounting principles as outlined by the American Institute of Certified Public Accountants. Dual compensation is not allowed; a contractor cannot receive simultaneous compensation from two or more funding sources for the same services performed even though both funding sources could benefit.

4. **Taxes**

Unless required by law, the State of California is exempt from federal excise taxes.

5. **Right to Terminate** (Supersedes provision number 7, Termination for Cause, of Exhibit C)

The parties hereto agree that either party may cancel this Agreement by giving the other party written notice thirty (30) days in advance of the effective date of such cancellation. In the event of such termination, the State agrees to pay Contractor for actual services rendered up to and including the date of termination.

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

6. **Contract Suspension**

Notwithstanding any other provisions of this Agreement, pursuant to a Governor’s Executive Order or equivalent directive, such as a court order or an order from a federal or state regulatory agency, mandating the suspension of state contracts, the State may issue a Suspension of Work Notice. The Notice shall identify the specific Executive Order or directive and the Agreement number(s) subject to suspension. Unless specifically stated otherwise, all performance under the Agreement(s) must stop immediately upon receipt of the Notice. During the period of contract suspension, Contractor is not entitled to any payment for the suspended work. Once the order suspending state contracts has been lifted, a formal letter from the Department will be issued to the Contractor to resume work.

7. **Extension of Term**

When it is determined to be in the best interest of the State, this Agreement may be amended to extend the term at the rates agreed upon by CDCR and the Contractor.

8. **Contractor Employee Misconduct**

During the performance of this Agreement, it shall be the responsibility of the Contractor whenever there is an incident of use of force or allegation(s) of employee misconduct
associated with and directly impacting inmate and/or parolee rights, to immediately notify the CDCR of the incident(s), to cause an investigation to be conducted, and to provide CDCR with all relevant information pertaining to the incident(s). All relevant information includes, but is not limited to: a) investigative reports; b) access to inmates/parolees and the associated staff; c) access to employee personnel records; d) that information reasonably necessary to assure CDCR that inmates and/or parolees are not or have not been deprived of any legal rights as required by law, regulation, policy and procedures; and e) written evidence that the Contractor has taken such remedial action, in the event of unnecessary or excessive force, or employee misconduct with inmates and/or parolees, as will assure against a repetition of incident(s) or retaliation. To the extent that the information provided by the Contractor fails to so assure CDCR, CDCR may require that any implicated Contractor staff be denied access to and the supervision of CDCR inmates and/or parolees at the facility and access to inmate and/or parolee records. Notwithstanding the foregoing, and without waiving any obligation of the Contractor, CDCR retains the power to conduct an independent investigation of any incident(s). Furthermore, it is the responsibility of the Contractor to include the foregoing terms within any and all subcontracts, requiring that subcontractor(s) agree to the jurisdiction of CDCR to conduct an investigation of their facility and staff, including review of subcontractor employee personnel records, as a condition of the Agreement.

9. **Subcontracting**

Services provided are to be performed primarily with the staff of the public entity or, in the case of educational institutions, auxiliaries or foundations, by the faculty, staff or students associated with the particular institution. Agreements are not to be used by state agencies to circumvent the competitive bidding requirements of Public Contract Code Section 10340.

If more that twenty-five (25) percent of the total contract amount or $50,000.00, whichever is less, is subcontracted, non-competitive bid approval must be obtained from the Secretary of CDCR and the Department of General Services prior to the commencement of services, unless the subcontract was competitively bid or the subcontractor(s) also qualifies as a state agency, governmental agency, or joint power.

10. **Subcontractor/Consultant Information**

Contractor is required to identify all subcontractors and consultants who will perform labor or render services in the performance of this Agreement. Additionally, the Contractor shall notify the Department of Corrections and Rehabilitation, Office of Business Services, in writing, within ten (10) working days, of any changes to the subcontractor and/or consultant information.

11. **Liability for Nonconforming Work**

The Contractor will be fully responsible for ensuring that the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to the Contractor’s deadline, the Contractor will be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the deadline for the completion of the project, CDCR, in its sole discretion, may use any reasonable means to cure the nonconformity. The Contractor shall be responsible for reimbursing CDCR for any additional expenses incurred to cure such defects.
12. **Temporary Nonperformance**

If, because of mechanical failure or for any other reason, the Contractor shall be temporarily unable to perform the work as required, the State, during the period of the Contractor’s inability to perform, reserves the right to accomplish the work by other means and shall be reimbursed by the Contractor for any additional costs above the Agreement price.

13. **Contract Violations**

The Contractor acknowledges that any violation of Chapter 2, or any other chaptered provision of the Public Contract Code (PCC), is subject to the remedies and penalties contained in PCC Sections 10420 through 10425.

14. **Employment of Ex-Offenders**

Contractor cannot and will not either directly, or on a subcontract basis, employ in connection with this Agreement:

- Ex-Offenders on active parole or probation, who have been on active parole or probation during the last three years preceding their employment;
  
  1. Contractor shall only employ ex-offenders who can provide written evidence of having satisfactorily completed parole or probation, and who have remained off parole or probation, and have had no arrests or convictions within the past three years.

- Ex-offenders convicted of drug trafficking in a prison/jail; escape or aiding/abetting escape; battery on a Peace Officer or Public Official; arson offenses; or, any violations of Penal Code Sections 4570-4574 (unauthorized Communications with Prisons and Prisoners Offenses).

- Ex-Offenders are required to register as a sex offender pursuant to Penal Code Section 290.

- Any ex-offender who has an offense history involving a “violent felony” as defined in subparagraph (c) of Penal Code Section 667.5; or

- Any ex-offender in a position which provides direct supervision of parolees.

An ex-offender whose assigned duties involve administrative or policy decision-making, accounting, procurement, cashiering, auditing, or any other business-related administrative function shall be fully bonded to cover any potential loss to the State or contractor. Evidence of such bond shall be supplied to CDCR prior to employment of the ex-offender.

15. **Conflict of Interest**

The Contractor and their employees shall abide by the provisions of Government Code (GC) Sections 1090, 81000 et seq., 82000 et seq., 87100 et seq., and 87300 et seq., Public Contract Code (PCC) Sections 10335 et seq. and 10410 et seq., California Code of Regulations (CCR), Title 2, Section 18700 et seq. and Title 15, Section 3409, and the
Department Operations Manual (DOM) Section 31100 et seq. regarding conflicts of interest.

a. **Contractors and Their Employees**

Consultant contractors shall file a Statement of Economic Interests, Fair Political Practices Commission (FPPC) Form 700 prior to commencing services under the Agreement, annually during the life of the Agreement, and within thirty (30) days after the expiration of the Agreement. Other service contractors and/or certain of their employees may be required to file a Form 700 if so requested by the CDCR or whenever it appears that a conflict of interest may be at issue. Generally, service contractors (other than consultant contractors required to file as above) and their employees shall be required to file an FPPC Form 700 if one of the following exists:

1. The Agreement service has been identified by the CDCR as one where there is a greater likelihood that a conflict of interest may occur;
2. The Contractor and/or Contractor’s employee(s), pursuant to the Agreement, makes or influences a governmental decision; or
3. The Contractor and/or Contractor's employee(s) serves in a staff capacity with the CDCR and in that capacity participates in making a governmental decision or performs the same or substantially all the same duties for the CDCR that would otherwise be performed by an individual holding a position specified in the CDCR’s Conflict of Interest Code.

b. **Current State Employees**

1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
2. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
3. In addition to the above, CDCR officials and employees shall also avoid actions resulting in or creating an appearance of:
   a. Using an official position for private gain;
   b. Giving preferential treatment to any particular person;
   c. Losing independence or impartiality;
   d. Making a decision outside of official channels; and
   e. Affecting adversely the confidence of the public or local officials in the integrity of the program.
4. Officers and employees of the Department must not solicit, accept or receive, directly or indirectly, any fee, commission, gratuity or gift from any person or business organization doing or seeking to do business with the State.

c. **Former State Employees**

1. For the two year (2-year) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Agreement while employed in any capacity by any state agency.
2. For the twelve-month (12-month) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement with any state agency if he or she was employed by that state agency in a policy-
making position in the same general subject area as the proposed Agreement within the 12-month period prior to his or her leaving state service.

In addition to the above, the Contractor shall avoid any conflict of interest whatsoever with respect to any financial dealings, employment services, or opportunities offered to inmates or parolees. The Contractor shall not itself employ or offer to employ inmates or parolees either directly or indirectly through an affiliated company, person or business unless specifically authorized in writing by CDCR. In addition, the Contractor shall not (either directly, or indirectly through an affiliated company, person or business) engage in financial dealings with inmates or parolees, except to the extent that such financial dealings create no actual or potential conflict of interest, are available on the same terms to the general public, and have been approved in advance in writing by CDCR. For the purposes of this paragraph, “affiliated company, person or business” means any company, business, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind which has any ownership or control interest whatsoever in the Contractor, or which is wholly or partially owned (more than 5% ownership) or controlled (any percentage) by the Contractor or by the Contractor’s owners, officers, principals, directors and/or shareholders, either directly or indirectly. “Affiliated companies, persons or businesses” include, but are not limited to, subsidiary, parent, or sister companies or corporations, and any company, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind that is wholly or partially owned or controlled, either directly or indirectly, by the Contractor or by the Contractor’s owners, officers, principals, directors and/or shareholders.

The Contractor shall have a continuing duty to disclose to the State, in writing, all interests and activities that create an actual or potential conflict of interest in performance of the Agreement.

The Contractor shall have a continuing duty to keep the State timely and fully apprised in writing of any material changes in the Contractor’s business structure and/or status. This includes any changes in business form, such as a change from sole proprietorship or partnership into a corporation or vice-versa; any changes in company ownership; any dissolution of the business; any change of the name of the business; any filing in bankruptcy; any revocation of corporate status by the Secretary of State; and any other material changes in the Contractor’s business status or structure that could affect the performance of the Contractor’s duties under the Agreement.

If the Contractor violates any provision of the above paragraphs, such action by the Contractor shall render this Agreement void.

Members of boards and commissions are exempt from this section if they do not receive payment other than payment for each meeting of the board or commission, payment for preparatory time and payment for per diem.

16. **Compliance with Legal Requirements**

The Contractor shall be aware of and comply with all Federal and State statutes, rules, regulations, and CDCR policies and directives (“CDCR Policies”) applicable to the Contract. CDCR policies shall include, but are not limited to the Department Operations Manual (DOM), California Code of Regulations Title 15, any policy memoranda issued by the CDCR
Secretary or jointly with the Receiver, California Correctional Health Care Services (CCHCS), and any similar department-wide guidance that may be issued by proper authority, of which the Contractor has been informed by CDCR or has been published on the CDCR public internet web site, CDCR.ca.gov.

17. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

18. Travel

Contractor’s rates shall include all travel expenses required to perform services in accordance with this contract.

19. Notification of Personnel Changes

Contractor must notify the State, in writing, of any changes of those personnel allowed access to State premises for the purpose of providing services under this Agreement. In addition, Contractor must recover and return any State-issued identification card provided to Contractor’s employee(s) upon their departure or termination.

20. Security Clearance/Fingerprinting

The State reserves the right to conduct fingerprinting and/or security clearance—through the Department of Justice, Bureau of Criminal Identification and Information (BCII)—prior to award and at any time during the term of the Agreement, in order to permit Contractor (and/or Contractor employee) access to State premises. The State further reserves the right to terminate the Agreement should a threat to security be determined.

21. Computer Software

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

22. Expendable Equipment

Expendable equipment is defined as expendable items which change with use and have a unit acquisition cost of less than $5,000 per unit (i.e. fax machines, computers, printers, etc.). Title to any expendable equipment purchased or built with State funds as part of this
agreement will vest in the State. The Contractor must retain a listing of expendable equipment purchases that are considered “theft-sensitive” items, such as cameras, calculators, two-way radios, computer equipment, etc., for audit purposes. Upon completion or termination of the agreement, Contractors are required to leave all expendable equipment for use by subsequent contractors or for the State to dispose of accordingly. The State may authorize the continued use of such equipment for work to be performed under a different agreement.

The cost of expendable equipment purchased should be comparable to the prevailing price for similar items in the surrounding area.

23. **Electronic Waste Recycling**

The Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

24. **Liability for Loss and Damages**

Any damages by the Contractor to the State’s facility including equipment, furniture, materials or other State property, will be repaired or replaced by the Contractor to the satisfaction of the State at no cost to the State. The State may, at its option, repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.

25. **Disclosure**

Neither the State nor any State employee will be liable to the Contractor or its staff for injuries inflicted by inmates or parolees of the State. The State agrees to disclose to the Contractor any statement(s) known made by any inmate or parolee which indicate violence may result in any specific situation, and the same responsibility will be shared by the Contractor in disclosing such statement(s) to the State.

26. **Additional Disclosure**

Neither the State nor any State employee will be liable to the Contractor or its staff for any injuries caused by exposure to any blood borne pathogens, aerosol transmissible diseases, or communicable diseases. Contractor agrees that it shall comply fully with all applicable Cal/OSHA regulations concerning protection of the Contractor’s employees from diseases; including Title 8, California Code of Regulations section 5193 (Blood Borne Pathogens), and Title 8, section 5199 (Aerosol Transmissible Diseases). Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any of the Contractor’s employees arising out of exposure to any blood borne pathogen, aerosol transmissible disease, or communicable disease during the Contractor’s performance of the Agreement.

27. **Workers’ Compensation**

Contractor hereby represents and warrants that Contractor is currently and shall, for the
duration of this agreement, carry workers’ compensation insurance, at Contractor’s expense, or that it is self-insured through a policy acceptable to CDCR, for all of its employees who will be engaged in the performance of this agreement. Such coverage will be a condition of CDCR’s obligation to pay for services provided under this agreement.

Prior to approval of this agreement and before performing any work, Contractor shall furnish to the State evidence of valid workers’ compensation coverage. Contractor agrees that the workers’ compensation insurance shall be in effect at all times during the term of this agreement. In the event said insurance coverage expires or is canceled at any time during the term of this agreement, Contractor agrees to give at least thirty (30) days prior notice to CDCR before said expiration date or immediate notice of cancellation. Evidence of coverage shall not be for less than the remainder of the term of the agreement or for a period of not less than one year. The State reserves the right to verify the Contractor’s evidence of coverage. In the event the Contractor fails to keep workers’ compensation insurance coverage in effect at all times, the State reserves the right to terminate this agreement and seek any other remedies afforded by the laws of this State.

Contractor also agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all of Contractor’s workers’ compensation claims and losses by Contractor’s officers, agents and employees related to the performance of this agreement.

28. **Indemnification**

The Contractor shall indemnify, defend and hold harmless the State, its officers, agents, and employees from any and all claims for damages arising out of occurrences, accidents, or misuse by the Contractor or its purchasers resulting from waste collected from the State and the Contractor recycling the waste for production of by-products for third-party use.

29. **Insurance Requirements**

Insurance as required herein shall be a condition of the State’s obligation to pay for services provided under this Agreement. Prior to approval of this Agreement and before performing any work, Contractor and any subcontractor shall furnish to the State evidence of valid coverage. The following shall be considered evidence of coverage: A certificate of insurance, a “true and certified” copy of the policy, or any other proof of coverage issued by Contractor’s insurance carrier. Binders are not acceptable as evidence of coverage. Providing evidence of coverage to the State conveys no rights or privileges to the State, nor does it insure any State employee or insure any premises owned, leased, used by or otherwise or under the control of the State. It does, however, serve to provide the State with proof that the Contractor and any subcontractors are insured at the minimum levels required by the State of California.

Contractor agrees that any liability insurance required in the performance of this Agreement shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires or is canceled during the term of this Agreement, Contractor shall provide the State within five (5) business days of receipt by contractor a copy of any notice of cancellation or non-renewal of insurance required by the contract. Evidence of coverage required in the performance of this Agreement shall not be for less than the remainder of the term of this Agreement or for a period of not less than one year. The State and the
Department of General Services (DGS) reserve the right to verify the Contractor’s evidence of coverage; evidence of coverage is subject to the approval of the DGS. In the event the Contractor fails to keep insurance coverage as required herein in effect at all times, the State reserves the right to terminate this Agreement and to seek any other remedies afforded by the laws of the State of California.

Contractor hereby represents and warrants they (and any subcontractors) are currently and shall for the duration of this Agreement be insured. Contractor shall provide proof of self-insurance against:

Commercial General Liability - $1,000,000 per occurrence for bodily injury and property damage liability combined.

30. **Tuberculosis (TB) Testing**

In the event that the services required under this Agreement will be performed within a CDCR institution/parole office/community-based program, Contractors and their employees who are assigned to work with, near, or around inmates/parolees shall be required to be examined and tested or medically evaluated by a licensed healthcare provider for TB in an infectious or contagious stage prior to the performance of contracted duties, and at least once a year thereafter (within 12 months of their initial or previous TB test under this contract), or more often as directed by CDCR.

Contractors and their employees who have any contact (physical or nonphysical) with inmates/parolees, shall be required to furnish to the CDCR Program/Institution Contract Manager, at no cost to CDCR, a documented Tuberculosis (TB) evaluation/test for TB infection (Tuberculin Skin Test (TST) or a blood test Interferon Gamma Release Assay (IGRA) completed within (30) thirty days of the start date of the services and be certified to be free of TB in an infectious or contagious stage by a licensed healthcare provider prior to assuming their contracted duties and annually thereafter.

The following provisions apply to services provided on departmental and/or institution grounds:

31. **Blood borne Pathogens**

Provider shall adhere to California Division of Occupational Safety and Health (CAL-OSHA) regulations and guidelines pertaining to blood borne pathogens.

32. **Primary Laws, Rules, and Regulations Regarding Conduct and Association with State Prison Inmates and Division of Juvenile Justice Wards**

Individuals who are not employees of the California Department of Corrections and Rehabilitation (CDCR), but who are working in and around inmates who are incarcerated, or wards who are housed within California’s institutions/facilities or camps, are to be apprised of the laws, rules and regulations governing conduct in associating with prison inmates or wards. The following is a summation of pertinent information when non-departmental employees come in contact with prison inmates or wards.

By signing this contract, the Contractor agrees that if the provisions of the contract require the Contractor to enter an institution/facility or camp, the Contractor and any employee(s)
and/or subcontractor(s) shall be made aware of and shall abide by the following laws, rules and regulations governing conduct in associating with prison inmates or wards:

a. Persons who are not employed by CDCR, but are engaged in work at any institution/facility or camp must observe and abide by all laws, rules and regulations governing the conduct of their behavior in associating with prison inmates or wards. Failure to comply with these guidelines may lead to expulsion from CDCR institutions/facilities or camps.

SOURCE: California Penal Code (PC) Sections 5054 and 5058; California Code of Regulations (CCR), Title 15, Sections 3285 and 3415, and California Welfare and Institutions Code (WIC) Section 1712.

b. CDCR does not recognize hostages for bargaining purposes. CDCR has a “NO HOSTAGE” policy and all prison inmates, wards, visitors, and employees shall be made aware of this.

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3304 and 4603; WIC Section 1712.

c. All persons entering onto institution/facility or camp grounds consent to search of their person, property or vehicle at any time. Refusal by individuals to submit to a search of their person, property, or vehicle may be cause for denial of access to the premises.

SOURCE: PC Sections 2601, 5054 and 5058; CCR, Title 15, Sections 3173, 3177, 3288, 4696, and 4697; WIC 1712.

d. Persons normally permitted to enter an institution/facility or camp may be barred, for cause, by the CDCR Director, Warden, and/or Regional Parole Administrator.

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3176 (a) and 4696; WIC Section 1712.

e. It is illegal for an individual who has been previously convicted of a felony offense to enter into CDCR adult institutions/facilities or camps, or youth institutions/facilities or camps in the nighttime, without the prior approval of the Warden or officer in charge. It is also illegal for an individual to enter onto these premises for unauthorized purposes or to refuse to leave said premises when requested to do so. Failure to comply with this provision could lead to prosecution.

SOURCE: PC Sections 602, 4570.5 and 4571; CCR, Title 15, Sections 3173 and 3289; WIC Section 1001.7.

f. Encouraging and/or assisting prison inmates to escape, is a crime. It is illegal to bring firearms, deadly weapons, explosives, tear gas, drugs or drug paraphernalia on CDCR institutions/facilities or camp premises. It is illegal to give prison inmates or wards firearms, explosives, alcoholic beverages, narcotics, or any drug or drug paraphernalia, including cocaine or marijuana. It is illegal to give wards sex oriented objects or devices, and written materials and pictures whose sale is prohibited to minors.
g. It is illegal to give or take letters from inmates or wards without the authorization of the Warden or officer in charge. It is also illegal to give or receive any type of gift and/or gratuities from prison inmates or wards.

SOURCE: PC Sections 2540, 2541 and 4570; CCR, Title 15, Sections 3010, 3399, 3401, 3424, 3425 and 4045; WIC Section 1712.

h. In an emergency situation the visiting program and other program activities may be suspended.

SOURCE: PC Section 2601; CCR, Title 15, Section 3383, 4002.5 and 4696.

i. For security reasons, visitors must not wear clothing that in any way resembles state issued prison inmate or ward clothing (blue denim shirts, blue denim pants).

SOURCE: CCR, Title 15, Section 3174 (b) (1) and 4696.

j. Interviews with SPECIFIC INMATES are not permitted. Conspiring with an inmate to circumvent policy and/or regulations constitutes a rule violation that may result in appropriate legal action. Interviews with individual wards are permitted with written consent of each ward if he is 18 years of age or older, or with written consent of a parent, legal guardian, or committing court, if 17 years of age or younger.

SOURCE: CCR, Title 15, Sections 3261.5, 3315 (a) (3) (X), and 3177 and 4700(a)(1).

33. **Clothing Restrictions**

While on institution grounds, Contractor and all its agents, employees, and/or representatives shall be professionally and appropriately dressed in clothing distinct from that worn by inmates at the institution. Specifically, blue denim pants and blue chambray shirts, orange/red/yellow/white/chartreuse jumpsuits and/or yellow rainwear shall not be worn onto institution grounds, as this is inmate attire. Contractor should contact the institution regarding clothing restrictions prior to requiring access to the institution to assure the Contractor and their employees are in compliance.

34. **Tobacco-Free Environment**

Pursuant to Penal Code Section 5030.1, the use of tobacco products by any person on the grounds of any institution or facility under the jurisdiction of the Department of Corrections and Rehabilitation is prohibited.

35. **Prison Rape Elimination Policy**

CDCR maintains a zero tolerance for sexual misconduct in its institutions, community correctional facilities, conservation camps and for all offenders under its jurisdiction. All sexual misconduct is strictly prohibited.
CDCR is committed to providing a safe, humane, secure environment, free from sexual misconduct. This will be accomplished by maintaining a program to ensure education/prevention, detection, response, investigation and tracking of sexual misconduct and to address successful community re-entry of the victim.

All Contractors and their employees are expected to ensure compliance with this policy as described in Department Operations Manual, Chapter 5, Article 44.

If you are providing services for the confinement of our inmates, you and your staff are required to adopt and comply with the PREA standards, 28 Code of Federal Regulations (CFR) Part 115 and with CDCR’s Department Operations Manual, Chapter 5, Article 44, including updates to this policy. This will include CDCR staff and outside audit personnel (who also conduct PREA audits of state prisons) conducting audits to ensure compliance with the standards.

As a Contractor with CDCR, you shall not assign an employee to a CDCR facility or assign an employee to duties if that employee will have contact with CDCR inmates, if that employee has 1) engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997); 2) been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or 3) has been civilly or administratively adjudicated to have engaged in the activity described in this section.

The Contractor shall conduct a criminal background records check for each contract employee who will have contact with CDCR inmates and retain the results for audit purposes. By signing this contract the Contractor agrees to ensure that all of the mandates of this Section 5: Prison Rape Elimination Policy are complied with. Material omissions, by the contract employee, regarding such misconduct or the provision of materially false information, shall be grounds for removal from institutional grounds.

Contract employees, who have contact with inmates, shall be provided training via the Exhibit titled; “PRISON RAPE ELIMINATION POLICY, Volunteer/Contractor Informational Sheet” to learn their responsibilities under the agency’s sexual abuse and sexual harassment prevention, detection, and response policies and procedures. A copy of this signed informational sheet will be provided to the institution before a contract employee may have contact with inmates.

Any contract employee who appears to have engaged in sexual misconduct of an inmate shall be prohibited from contact with inmates and shall be subject to administrative and/or criminal investigation. Referral shall be made to the District Attorney unless the activity was clearly not criminal. Reportable information shall be sent to relevant licensing bodies.

36. Security Regulations

a. Unless otherwise directed by the entrance gate officer and/or Contract Manager, the Contractor, Contractor’s employees and subcontractors shall enter the institution through the main entrance gate and park private and nonessential vehicles in the designated visitor’s parking lot. Contractor, Contractor’s employees and
subcontractors shall remove the keys from the ignition when outside the vehicle and all unattended vehicles shall be locked and secured while on institution grounds.

b. Any State- and Contractor-owned equipment used by the Contractor for the provision of contract services, shall be rendered temporarily inoperative by the Contractor when not in use, by locking or other means unless specified otherwise.

c. In order to maintain institution safety and security, periodic fire prevention inspections and site searches may become necessary and Contractor must furnish keys to institutional authorities to access all locked areas on the worksite. The State shall in no way be responsible for Contractor’s loss due to fire.

d. Due to security procedures, the Contractor, Contractor’s employees and subcontractors may be delayed at the institution vehicle/pedestrian gates and sally ports. Any loss of time checking in and out of the institution gates and sally ports shall be borne by the Contractor.

e. Contractor, Contractor’s employees and subcontractors shall observe all security rules and regulations and comply with all instructions given by institutional authorities.

f. Electronic and communicative devices such as pagers, cell phones and cameras/microcameras are not permitted on institution grounds.

g. Contractor, Contractor’s employees and subcontractors shall not cause undue interference with the operations of the institution.

h. No picketing is allowed on State property.

37. **Gate Clearance**

Contractor and Contractor’s employee(s) and/or subcontractor(s) must be cleared prior to providing services. The Contractor will be required to complete a Request for Gate Clearance for all persons entering the facility a minimum of ten (10) working days prior to commencement of service. The Request for Gate Clearance must include the person’s name, social security number, valid state driver’s license number or state identification card number and date of birth. Information shall be submitted to the Contract Liaison or his/her designee. CDCR uses the Request for Gate Clearance to run a California Law Enforcement Telecommunications System (CLETS) check. The check will include Department of Motor Vehicles check, Wants and Warrants check, and Criminal History check.

Gate clearance may be denied for the following reasons: Individual’s presence in the institution presents a serious threat to security, individual has been charged with a serious crime committed on institution property, inadequate information is available to establish positive identity of prospective individual, and/or individual has deliberately falsified his/her identity.

All persons entering the facilities must have a valid state driver’s license or photo identification card on their person.
NON-HAZARDOUS GARBAGE COLLECTION, REMOVAL AND DISPOSAL SERVICES

The Prison Rape Elimination Policy for the California Department of Corrections and Rehabilitation (CDCR) is explained on this informational sheet. As a volunteer or private contractor who has contact with CDCR offenders, it is your responsibility to do what you can, within the parameters of your current assignment, to reduce incidents of sexual violence, staff sexual misconduct, and sexual harassment and to report information appropriately when they are reported to you or when you observe such an incident. For purposes of this Policy, the word “staff” includes volunteers and private contractors.

Historical Information

Both the Congress and State Legislature passed laws, the Federal Prison Rape Elimination Act (PREA) of 2003, the Sexual Abuse in Detention Elimination Act, Chapter 303, Statutes of 2005, and most recently the United States, Department of Justice Final Rule; National Standards of 2012 to help prevent, detect, and respond to sexual violence, staff sexual misconduct, and sexual harassment behind bars. It is important that we, as professionals, understand all aspects of these laws and our responsibilities to help prevent, detect, and respond to instances by offenders and staff.

CDCR Policy

The CDCR policy is found in Department Operations Manual (DOM), Chapter 5, Article 44. PREA addresses five types of sexual offenses. Sexual violence committed by offenders against offenders encompasses: abusive sexual contact, non-consensual sex acts, and sexual harassment by an offender. Other sections covered by PREA include staff sexual misconduct towards an offender and staff sexual harassment towards an offender.

CDCR’s policy provides for the following:
- CDCR is committed to continuing to provide a safe, humane, secure environment, free from offender on offender sexual violence, staff sexual misconduct, and sexual harassment.
- CDCR maintains zero tolerance for sexual violence, staff sexual misconduct, and sexual harassment in its institutions, community correctional facilities, conservation camps, and for all offenders under its jurisdiction.
- All sexual violence, staff sexual misconduct, and sexual harassment is strictly prohibited.
- This policy applies to all offenders and persons employed by the CDCR, including volunteers and independent contractors assigned to an institution, community correctional facility, conservation camp, or parole.

Retaliatory measures against employees or offenders who report incidents of sexual violence, staff sexual misconduct, or sexual harassment as well as retaliatory measures taken against those who cooperate with investigations shall not be tolerated and shall result in disciplinary action and/or criminal prosecution. Retaliatory measures include, but are not limited to:
- Coercion.
- Threats of punishments.
- Any other activities intended to discourage or prevent staff or offenders from reporting incident(s).

Professional Behavior

Staff, including volunteers and private contractors are expected to act in a professional manner while on the grounds of a CDCR institution and while interacting with other staff and offenders. Key elements of professional behavior include:
- Treating everyone, staff and offenders alike, with respect.
- Speaking without judging, blaming, or being demeaning.
- Listening to others with an objective ear and trying to understand their point of view.
- Avoiding gossip, name calling, and what may be perceived as offensive or “off-color” humor.
- Taking responsibility for your own behavior.
Preventative Measures
You can help reduce sexual violence, staff sexual misconduct, and sexual harassment by taking various actions during the performance of your duties as a volunteer or private contractor.

The following are ways in which you can help:
• Know and enforce the rules regarding the sexual conduct of offenders.
• Be professional at all times.
• Make it clear that sexual activity is not acceptable.
• Treat any suggestion or allegation of sexual violence, staff sexual misconduct, and sexual harassment as serious.
• Follow appropriate reporting procedures and assure that the alleged victim is separated from the alleged predator.
• Never advise an offender to use force to repel sexual advances.

Detection
All staff, including volunteers and private contractors, is responsible for reporting immediately and confidentially, to the appropriate supervisor any information that indicates an offender is being, or has been, the victim of sexual violence, staff sexual misconduct, or sexual harassment.

After immediately reporting to the appropriate supervisor, you are required to document the information you reported. You will be instructed by the supervisor regarding the appropriate form to be used for documentation.

You will take necessary action (i.e., give direction or press your alarm) to prevent further harm to the victim. Staff, including volunteers and private contractors, will request the victim does not: 1) Shower; 2) Remove clothing without custody supervision; 3) Use the restroom facilities; and 4) Consume any liquids.

I have read the information above and understand my responsibility to immediately report any information that indicates an offender is being, or has been, the victim of sexual violence, staff sexual misconduct, or sexual harassment.

__________________________________________  ______________________________
Volunteer/Contractor Name (Printed)                Date Signed

__________________________________________
Signature of Volunteer/Contractor

__________________________________________
Current Assignment within Institution

__________________________________________
Contact Telephone Number

__________________________________________
Supervisor in Current Assignment
PART B shall only be completed by contractors who, in the course of their assigned duties, have contact with inmates.

Duty to Report
You are required to answer the following questions:

1) Have you ever engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, other institution?
   - Yes   - No
   If yes, provide the date of the incident and the facility name in the space below.

2) Have you ever been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse?
   - Yes   - No
   If yes, provide the date of the incident and the county in the space below.

3) Have you ever been civilly or administratively found to have engaged in the activity described in question (2) above?
   - Yes   - No
   If yes, provide the date of the incident and the county in the space below.

4) Have you ever received any disciplinary action as a result of allegations of sexual harassment of an inmate in a prison, jail, lockup, community confinement facility, or other institution?
   - Yes   - No
   If yes, provide the date of the incident and the facility name in the space below.

If you answered "Yes" to any of the questions, please provide the date of the incident and the facility name/county where it occurred:

| Date: ____________________ |
| Facility/County Name: ____________________ |

As a contract employee, you have a continuing duty to promptly report, and you are required to notify your employer and the Appointing Authority of the Institution to which you are assigned if the answer to any of the above questions changes.

I hereby certify that there are no misrepresentations, omissions, or falsifications, and that all answers are true and correct. I understand and agree that if any material facts are discovered which differ from those facts stated by me on this form, my services to the California Department of Corrections and Rehabilitation will be discontinued and my contract employer will be notified.

| Printed |
| Signature: ____________________ | Date: ____________________ |