

**REQUEST FOR PROPOSALS**  
*FOR*  
**PROCESSING ORGANIC MATERIALS**



**NOVEMBER 2016**

**CITY OF CLAREMONT**  
**Community Services Department**  
**Sanitation Division**  
1616 Monte Vista Avenue  
CLAREMONT, CA 91711

**For questions related to this solicitation, contact:**  
**Cari Dillman, Management Analyst**

**Contractor's Proposal To Provide Services For  
PROCESSING ORGANIC MATERIALS**

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**BID NO. CS-16-22**

**NOTICE OF REQUEST FOR PROPOSALS**

The City of Claremont, California, is requesting proposals for the following Service Agreement:

**PROCESSING ORGANIC MATERIALS**

To be considered for selection, a proposal must be submitted to the **City Clerk's Office**, of the City of Claremont, 207 Harvard Avenue, Claremont, CA 91711, at or before **2:00 p.m. on November 23, 2016.**

No bid will be received unless it is made on the bid forms furnished by the CITY for this project. The bid forms are available on the City website at [www.ci.claremont.ca.us](http://www.ci.claremont.ca.us). Additional documentation may be added, if desired. Please review the entire bid package before submitting your bid. Incomplete submissions may be rejected as non-responsive.

Award shall be based on a best value evaluation. Criteria used for the evaluation will include: cost, responsiveness to specifications, references, previous performance, ability to provide services, consistency with current equipment and standards, and unspecified value-added offerings by the bidder. Bids based on low bid alone will not receive the award.

The successful respondent will be expected to sign the City's standard contract. A sample contract is attached. The final contract will include this RFP and the successful proposal. Please do not execute the contract at this time.

The City of Claremont reserves the right to reject any or all proposals, to waive minor defects or technicalities, or to solicit new proposals for the same project or a modified project. Please read the insurance requirements and general provisions carefully, they are part of your proposal and you must show proof of insurance and licensing to be considered.

A **Mandatory** pre-proposal meeting scheduled for **November 16, at 11:00 a.m.** at the City of Claremont, 1616 Monte Vista Avenue, Claremont, California 91711.

**For questions or additional information regarding this request, please contact Cari Dillman at [csneed@ci.claremont.ca.us](mailto:csneed@ci.claremont.ca.us).**

## **THE CITY OF CLAREMONT REQUEST FOR PROPOSALS**

With this Request for Proposals (“RFP”), the City of Claremont, (“City”) is requesting proposals (“Proposals”) from qualified contractors (hereinafter referred to as “Respondent” or “Contractor”) for the following services:

### **PROCESSING ORGANIC MATERIALS**

The purpose of the Proposal is to demonstrate the competence and capacity of Respondent to perform the work or provide the services described in this RFP, in conformity with the requirements of this RFP.

#### **1. Contract Administrator**

The CONTRACT ADMINISTRATOR is the Community Services Director, or his/her designated representative. The staff contact for this bid process is Cari Dillman, Management Analyst.

#### **2. Project Requirements**

##### **2.1 Project Description.**

The City will deliver to the contractor’s processing facility organic materials collected within the boundaries of the City. “Organic Materials” shall mean material which has been source separated or commingled with similar materials and can be processed into a form suitable for reuse and may include food scrap, green material, landscape and pruning waste, non-hazardous wood waste, food-soiled paper waste that is mixed in with food waste, and other such materials designated as organics by CalRecycle or any other agency with jurisdiction. The Contractor shall process, recycle, digest, and/or compost these materials. The contractor shall prepare monthly reports outlining the total weight of the organic material received from the City.

2.2 Scope of Services. The Respondent will be expected to fulfill, at a minimum, the services and technical requirements described in the Scope of Services attached hereto as Attachment “2”.

2.3 Contractor Qualifications. The minimum qualifications for a Contractor’s Proposal to be considered are as follows:

2.3.1. The CONTRACTOR shall own and operate a Material Recovery Facility (MRF). The Contractor will have the necessary permits and licenses to accept the CITY's organic material at the MRF and desires to enter into this Agreement to do so. CONTRACTOR shall use and furnish at his or her own expense all labor, equipment, and materials necessary for the satisfactory performance of recycling, composting, or otherwise diverting from the landfill the organic material brought to the facility by the CITY.

2.4 Public Works Contractor Registration

If the scope of services to be provided pursuant to paragraph 2.1 above include public works project as defined by Labor Code section 1720, then pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No proposal will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the Respondent and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

3. Proposal Timeline

3.1 Mandatory Pre-Proposal Meeting

3.1.1 All interested Contractors must attend the Mandatory Pre-Proposal Meeting scheduled as follows:

Date: November 16, 2016  
Time: 11:00 a.m.  
Location: City of Claremont  
1616 Monte Vista Avenue  
Claremont, California 91711

3.1.2 There will be no private consultations regarding this RFP. If a Contractor fails to attend this meeting, it may not submit a proposal for this service.

3.2 Proposal Submission Deadline

3.2.1 To be considered, a Proposal must be received at the City Clerk's Office prior to **2:00 p.m. on November 23, 2016.**

3.2.2 Any Proposal received after the time specified herein shall be returned unopened to the Contractor.

3.2.3 The Proposals shall remain open and valid for a period of ninety (90) calendar days following the date set forth above.

**4. Proposal Requirements**

4.1 Respondent's Proposal shall be on the City's forms included in Attachment "1". The Proposal shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Respondent.

To be considered complete, a proposal must include:

- (a) Proposal Cover Sheet
- (b) Cost Proposal
- (c) Information Regarding Contractor's Organization
- (d) Contractor's Statement of Experience and Financial Responsibility (with supporting documents)
- (e) Contractor's Statement of Ability to Provide Quoted Goods/ Services/Equipment
- (f) Public Works Contractor Registration Certification
- (g) Contractor's Work Force Form
- (h) Contractor's Equipment Form
- (i) Statement of Compliance with Insurance (with supporting documents)

**4.2 Submittal Instructions.**

4.2.1 To be considered, the City must receive from Respondent three (3) original of the Proposal, at the address set forth below, prior to **2:00 p.m. local time on November 23, 2016**. The Proposal must be sealed in the enclosed yellow envelope. Respondent's name, address, and telephone number shall appear in the upper left hand corner of the envelope. The Contractor shall print or type on the envelope:

PROPOSAL FOR PROCESSING ORGANIC MATERIALS  
DO NOT OPEN UNTIL: 2:00 p.m.  
on NOVEMBER 23, 2016

4.2.2 The Contractor shall mail or deliver the Proposal to:

CITY OF CLAREMONT  
City Clerk's Office  
207 Harvard Avenue  
Claremont, California 91711

**4.3 No Deviations from the RFP.**

4.3.1 The City will not consider any deviation from this RFP. In submitting a proposal in response to this RFP, Respondent is certifying that it takes no exceptions to this RFP including, but not limited to, the Agreement attached hereto as Attachment "3". Respondent is directed to carefully review the proposed Agreement and, in particular, the insurance and indemnification provisions therein.

## **5. Requests for Clarifications**

All questions, interpretations or clarifications, either administrative or technical must be requested in writing and directed to the Contract Administrator. **The City must receive written correspondences no later than 5:00 p.m. on November 17, 2016.**

All written questions will be answered in writing and conveyed to all firms requesting a copy of this RFP. Oral statements regarding this RFP by any persons should be considered unverified information unless confirmed in writing.

## **6. Evaluation Process**

6.1 Proposals that meet the submittal requirements will be evaluated by the City based on the following criteria:

1. Cost of Service (30%)
2. Geographic Location of Materials Recovery Facility / Material Drop off Location (30%)
3. Ability to Provide Service (15%)
4. References/Past Performance (10%)
5. Responsiveness to Specifications (5%)
6. Unspecified Value-Added Offerings (5%)
7. Reports (5%)

The City will review each submission and then rank the Proposals according to evaluation criteria. The City reserves the right to consider any available information deemed necessary to establish the competency and ability of a Contractor to perform all conditions of the contract. Respondents should note that the lowest cost proposal is not the sole determining factor in the final selection.

## **7. Award of Contract**

7.1 If awarded, the contract will be awarded to the Contractor submitting the highest ranked Proposal. The City reserves the right to reject all proposals and to contract for services in the manner that most benefits the City including awarding more than one contract if desired.

7.2 If awarded, the services included under the contract shall not be construed as creating any exclusive arrangement with Contractor. Such contract shall not restrict City from acquiring similar, equal or like services from other entities or sources, and the City may execute additional agreements for the delivery of all or a portion of the organic materials collected within its jurisdictional boundaries to other Contractors at the City's sole discretion.

## **8. Protests**

8.1 Protests. Respondents may file a protest of a Proposal with the City's Director of Community Services. In order for a Contractor's protest to be considered valid, the protest must:

- (a) Be filed in writing within five (5) calendar days after the proposal opening date;

- (b) Clearly identify the specific irregularity or accusation;
- (c) Specify, in detail, the grounds of the protest and the facts supporting the protest; and
- (d) Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, it will be rejected as invalid.

8.2 The City will review and evaluate the basis of the protest provided the protest is filed in strict conformity with the foregoing. The City shall provide the Respondent submitting the protest with a written statement concurring with or denying the protest. Action by the City relative to the protest will be final and not subject to appeal or reconsideration. The procedure and time limits set forth in this Section are Mandatory and are the Respondent's sole and exclusive remedy in the event of protest. Failure to comply with these procedures will constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.

## **9. General Provisions**

9.1 Amendments to RFP. City reserves the right to amend the RFP or issue to all Respondents a Notice of Amendment to answer questions for clarification.

9.2 No Commitment to Award. Issuance of this RFP and receipt of proposals does not commit City to award a contract. City expressly reserves the right to postpone the proposal for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one Respondent concurrently, or to cancel all or part of this RFP.

9.3 Alternative/Multiple Proposals. Only one final proposal is to be submitted by a Contractor. Multiple or alternate proposals will result in rejection of all proposals submitted by the Proposer. Should the City reasonably believe that an individual, firm, partnership, corporation, or association is financially interested in more than one Proposal, it may cause the rejection of all Proposals in which such financial interest exists.

9.4 Non-Responsive Proposals. A Proposal may be considered non-responsive if conditional, incomplete, or if it contains alterations of form, additions not called for, or other irregularities that may constitute a material change to the Proposal.

9.5 Late Proposals. The City will not be responsible for Proposals that are delinquent, lost, incorrectly marked, sent to an address other than that given herein, or sent by mail or courier service and not signed for by the City.

9.6 Costs for Preparing. The City will not compensate any Respondent for the cost of preparing any Proposal, and all materials submitted with a Proposal shall become the property of the City. The City will retain all Proposals submitted and may use any idea in a Proposal regardless of whether that Proposal is selected.



9.7 Public Documents. All Proposals and all evaluation and/or scoring sheets shall be available for public inspection at the conclusion of the selection process.

9.8 City Investigation. By preparing and submitting a Proposal to the City, the Contractor agrees that the City is authorized to conduct investigations into Contractor's background.

9.9 Amendments to Proposals. No amendment, addendum or modification to any Proposal will be accepted after the deadline stated herein for receiving Proposals. Respondent may modify or amend its Proposal only if the City receives the amendment prior to the deadline stated herein for receiving Proposals.

9.10 Contractor's Duty to Examine the RFP. The Contractor shall carefully review the RFP prior to preparation of its Proposal and shall immediately report any errors, inconsistencies, or omissions to the Contract Administrator.

9.11 No Exceptions. Submission of a Proposal constitutes acceptance by Respondent of the conditions contained in this RFP and the Contract should Respondent be selected.

**Contractor's Proposal To Provide Services For  
PROCESSING ORGANIC MATERIALS**

**ATTACHMENT 1  
PROPOSAL FORMS**

**Contractor's Proposal To Provide Services For  
PROCESSING ORGANIC MATERIALS**

**A. COVER SHEET**

CONTRACTOR: \_\_\_\_\_

In compliance with the **Request For Proposals for Processing Organic Materials** the undersigned hereby agrees to furnish all labor, materials, and equipment to perform the services as set forth in this RFP; and to do so in strict accordance with the provisions of the Contract Documents.

This Proposal constitutes a firm offer to the City which cannot be withdrawn for 90 calendar days after the date set for submitting a Proposal.

The undersigned certifies that it has examined and is fully familiar with all of the provisions of the Contract Documents and any addenda thereto; that it has carefully checked all of the figures shown in its Cost Proposal; that it has carefully reviewed the accuracy of all statements in this Proposal and attachments hereto; and that it understands and agrees that the City will not be responsible for any errors or omissions on the part of the undersigned in preparing this Proposal.

The undersigned also acknowledges receipt, understanding, and full consideration of the following addenda: \_\_\_\_\_.

The undersigned Contractor declares that the only persons or parties interested in this Proposal as principals are those named herein; that the Proposal is made without collusion with any other person, firm, or corporation; that Contractor has carefully examined the locations therein referred to; and Contractor proposes, and agrees if this Proposal is accepted, that Contractor will execute a Contract with the City of Claremont in the form attached hereto to provide all necessary labor, machinery, tools, and to do all work and provide materials required as specified in the Contract documents according to the requirements of the City of Claremont as set forth; and that the Contractor will take as payment at the unit prices described in the Contract documents, as payment in full for the performed scope of work.

The undersigned Contractor certifies that Contractor is aware of the requirements of the Immigration Reform and Control Act of 1986 (8 USC §§ 1101-1525) and has complied and will comply with these requirements, including but not limited to verifying the eligibility for employment of all agents, employees, subcontractors and consultants that are included in this Contract.

**Contractor's Proposal To Provide Services For  
PROCESSING ORGANIC MATERIALS**

Incorporated herein by this reference and made a part of this Proposal are the following forms which have been completed and submitted by undersigned Contractor:

<b>Item</b>	<b>Complete?</b>
<b>A</b> Cover Sheet	_____
<b>B</b> Cost Proposal	_____
<b>C</b> Information Regarding Contractor's Organization	_____
<b>D</b> Contractor's Statement of Experience and Financial Responsibility	_____
<b>E</b> Contractor's Statement of Ability to Provide Quoted Goods/Services/Equipment	_____
<b>F</b> Contractor's Work Force Form	_____
<b>G</b> Contractor's Equipment Form	_____
<b>H</b> Statement of Compliance with Insurance	_____

The undersigned hereby represents that it has the authority to bind the Contractor and acknowledges that the representations made herein are made under penalty of perjury.

I ACKNOWLEDGE THAT I HAVE READ ALL THE REQUIREMENTS AND CONDITIONS SET FORTH IN THE CITY OF CLAREMONT'S REQUEST FOR PROPOSALS FOR PROCESSING ORGANIC MATERIALS.

Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Representative of Contractor)

Name: \_\_\_\_\_  
(Print)

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**Contractor's Proposal To Provide Services For  
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**B. COST PROPOSAL**

CONTRACTOR: \_\_\_\_\_

SCHEDULE A			
Item No.	Item Description	Unit	Unit Price
1	Commercial Organic Recyclables	TON	

Contractor agrees that this Cost Proposal constitutes a firm offer to the City which cannot be withdrawn for Ninety (90) Calendar Days.

The Contractor understands and agrees that the Unit Prices are inclusive of all labor, materials, and equipment and supplies necessary to fully and adequately complete the services as described in the Contract Documents.

**Contractor's Proposal To Provide Services For  
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**C. CONTRACTOR'S ORGANIZATION**

In submitting this Proposal, the Contractor represents that the Contractor has established an organization including an office or offices, communications, administrative staff, and the like; and that the Contractor's organization is fully adequate to conform to the requirements of this Proposal.

In support of these representations, Contractor shall set forth herein:

1.0 Contractor Name: \_\_\_\_\_

2.0 Type, if Entity: \_\_\_\_\_

3.0 Contractor Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Facsimile Number

Telephone Number

4.0 How many years has Contractor's organization been in business as a contractor? \_\_\_\_

5.0 How many years has Contractor's organization been in business under its present name? \_\_\_\_\_

5.1 Under what other or former names has Contractor's organization operated?: \_\_

\_\_\_\_\_

6.0 If Contractor's organization is a corporation, answer the following:

6.1 Date of Incorporation: \_\_\_\_\_

6.2 State of Incorporation: \_\_\_\_\_

6.3 President's Name: \_\_\_\_\_

6.4 Vice-President's Name(s): \_\_\_\_\_

\_\_\_\_\_

6.5 Secretary's Name: \_\_\_\_\_

6.6 Treasurer's Name: \_\_\_\_\_

7.0 If an individual or a partnership, answer the following:

7.1 Date of Organization: \_\_\_\_\_

**Contractor's Proposal To Provide Services For  
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7.2 Name and address of all partners (state whether general or limited partnership): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8.0 If other than a corporation or partnership, describe organization and name principals:  
\_\_\_\_\_  
\_\_\_\_\_

9.0 List other states in which Contractor's organization is legally qualified to do business.  
\_\_\_\_\_  
\_\_\_\_\_

10.0 What type of work does the Contractor normally perform with its own forces? \_\_\_\_\_  
\_\_\_\_\_

11.0 Within the last five years, has any officer or partner of Contractor's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation: \_\_\_\_\_  
\_\_\_\_\_

12.0 Provide the location, description, purpose, hours of operation, responsible contact person, phone number, and number of persons employed at the facility, for each of the Contractor's offices, yards or other sites that may, in any way pertain to the performance of the requirements of this Proposal.

12.1. Address of Office or \_\_\_\_\_  
Other Facility: \_\_\_\_\_  
\_\_\_\_\_

Description and purpose of the Facility (e.g. "Shop – Equipment maintenance")

\_\_\_\_\_  
Responsible Contact  
Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Number of Employees: \_\_\_\_\_

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12.2. Address of Office or \_\_\_\_\_  
Other Facility: \_\_\_\_\_  
\_\_\_\_\_

Description and purpose of the Facility (e.g. "Shop – Equipment maintenance")

\_\_\_\_\_  
Responsible Contact  
Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Number of Employees: \_\_\_\_\_

12.3. Address of Office or \_\_\_\_\_  
Other Facility: \_\_\_\_\_  
\_\_\_\_\_

Description and purpose of the Facility (e.g. "Shop – Equipment maintenance")

\_\_\_\_\_  
Responsible Contact  
Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Number of Employees: \_\_\_\_\_

12.4. Address of Office or \_\_\_\_\_  
Other Facility: \_\_\_\_\_  
\_\_\_\_\_

Description and purpose of the Facility (e.g. "Shop – Equipment maintenance")

\_\_\_\_\_  
Responsible Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Number of Employees: \_\_\_\_\_



**Contractor's Proposal To Provide Services For  
PROCESSING ORGANIC MATERIALS**

13.0 Name, title, primary location, and phone number for person primarily responsible for each of the following functions as they relate to the performance of the requirements of this Proposal: staffing (hiring, assignment, scheduling of staff, and the like), work scheduling, equipment procurement, invoicing, and coordination of communications.

**13.1. Staffing**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Location Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**13.2. Work Scheduling**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Location Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**13.3. Equipment**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Location Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**13.4. Invoicing**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Location Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

The Contractor shall make the facilities and persons listed herein available for inspection and interview by the City during the Proposal Period, and at any reasonable time at the City's discretion throughout the term of the Contract.

**Contractor's Proposal To Provide Services For  
PROCESSING ORGANIC MATERIALS**

**D. CONTRACTOR'S STATEMENT OF EXPERIENCE AND FINANCIAL RESPONSIBILITY**

CONTRACTOR: \_\_\_\_\_

In submitting this Proposal, the Contractor represents that Contractor has a demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the proposed Contract in a manner that is satisfactory to the City. The Contractor represents that Contractor's financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, and experience in dealing with public agencies all suggest that the Contractor is capable of performing the proposed Contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

In support of these representations, Contractor shall set forth herein:

A. Experience

1. Contractor has been engaged in business under its present business name for \_\_\_\_ years.
2. Contractor 's experience in work of a similar nature (type and magnitude) to that set forth in the RFP extends over a period of \_\_\_\_ years.
3. Contractor has satisfactorily completed all contracts awarded to it, except as follows:

(Name any and all exceptions and reasons therefor. Contractor shall attach and designate additional pages if necessary.)

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

4. Within the last five years Contractor has satisfactorily completed the following contracts covering work of a similar nature (type and magnitude) to that set forth in the RFP as follows:

Owner's Name, Address	Name of Owner's Representative	Type of Work and Year	Contract Amount (rounded to closest thousand dollars)

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Owner's Name, Address	Name of Owner's Representative	Type of Work and Year	Contract Amount (rounded to closest thousand dollars)

**B. References**

Provide the names, addresses, and telephone numbers of four references for which the Contractor has performed, within the past five years, services that are similar in nature and scope to those described herein (do not include the City as a reference).

- Name of Reference: \_\_\_\_\_

Address & Phone: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Type of Project: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Date of Completion: \_\_\_\_\_

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2. Name of Reference: \_\_\_\_\_  
Address & Phone: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Type of Project: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_  
Date of Completion: \_\_\_\_\_

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3. Name of Reference: \_\_\_\_\_  
Address & Phone: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Type of Project: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_  
Date of Completion: \_\_\_\_\_

---

4. Name of Reference: \_\_\_\_\_  
Address & Phone: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Type of Project: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_  
Date of Completion: \_\_\_\_\_

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D. List all licenses, permits, certifications, and/or other pertinent approvals that are legally required to transfer solid waste material.

Holder Name & Position	Required license/ permit/ certification	Date granted

E. Attach a copy of the latest Annual Report, audited financial statements or balance sheets under separate cover clearly marked "CONFIDENTIAL"

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**E. CONTRACTOR'S STATEMENT OF ABILITY TO PROVIDE QUOTED  
GOODS/SERVICES/EQUIPMENT**

CONTRACTOR: \_\_\_\_\_

The Contractor is required to make a statement of how services will be provided. Include: time period between award and start of service, number of personnel to be used providing services, experience of personnel, numbers and type of equipment to be used, can be provided, and any other information you can offer that will help determine your ability to provide services or equipment.

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**F. CONTRACTOR'S WORK FORCE**

The Contractor shall identify:

- A. Each labor or supervisory position by title that will make up the Contractor's work force needed to provide the described services.
- B. A sufficiently detailed explanation of the minimum qualifications for a person working in each position title, including any required certifications.
- C. The minimum annual man-hours for each position title that the Contractor proposes to commit to the performance of the described services.
- D. A list and description of the qualifications of other pertinent staff that are not to be directly committed to this project but who will be available to support, consult, perform Extra Work, and the like.
- E. A description of Contractor's systematic skills training program.

**The information provided in this attachment is for the purposes of determining the Contractor's commitment and preparedness to perform the required Services. Nothing in this form shall in any way be construed to remove, lessen, or relieve the Contractor from any responsibility prescribed by the Contract.**

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<b>A. POSITION TITLE</b>	<b>B. MINIMUM QUALIFICATIONS</b>	<b>C. TOTAL ANNUAL HOURS</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		



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**CONTRACTOR'S WORK FORCE**  
(Continued)

<b>D. OTHER STAFF SUPPORT TITLE</b>	<b>DESCRIPTION / QUALIFICATIONS</b>
1.	
2.	
3.	
4.	
5.	
<b>E. DESCRIPTION OF CONTRACTOR'S EMPLOYEE TRAINING PROGRAM</b>	

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**G. CONTRACTOR'S STATEMENT OF COMPLIANCE WITH INSURANCE REQUIREMENTS**

Each Respondent must attach either of the following to this page.

1) Certificate of insurance showing conformance with the requirements herein for each of:

- Comprehensive General Liability
- Automobile Liability
- Workers' Compensation
- Pollution Liability

All certificates of insurance and statements of willingness to issue insurance for auto policies offered to meet the specification of this contract must:

- a) Meet the conditions stated in the included agreement for each insurance company that the Contractor proposes.
- b) Cover any vehicle used in the performance of the contract, used onsite or offsite, whether owned, non-owned or hired, and whether scheduled or non-scheduled. The auto insurance certificate must state the coverage is for "any auto" and cannot be limited in any manner.

OR

2) Statement with an insurance carrier's notarized signature stating that the carrier can, and upon payment of fees and/or premiums by the Contractor, will issue to the Contractor Policies of insurance for Comprehensive General Liability, Automobile Liability, Workers' Compensation and Pollution Liability in conformance with the requirements herein and Certificates of insurance to the City showing conformance with the requirements herein.

**ATTACHMENT 2  
CONTRACT FORM**

By submitting a proposal, Respondent understands and agrees to the terms and conditions set forth in the attached Contract.

**AGREEMENT  
FOR  
PROCESSING ORGANIC MATERIALS**

THIS AGREEMENT is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF CLAREMONT, a municipal corporation, ("City"), and \_\_\_\_\_, a \_\_\_\_\_, ("Contractor").

**RECITALS**

A. City requires the professional services of A Contractor that is experienced in processing organic materials.

B. Contractor has the necessary experience, permits, and licenses to process organic materials.

C. Selection of Contractor is expected to achieve the desired results in an expedited fashion.

D. Contractor has submitted a proposal to City, attached hereto and incorporated herein, and has affirmed its willingness and ability to perform such work.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, City and Contractor agree as follows:

**1. SCOPE OF WORK**

City retains Contractor to perform, and Contractor agrees to render, those services (the "Services") that are defined in attached Exhibit "A", which is incorporated by this reference in accordance with this Agreement's terms and conditions.

**2. STANDARD OF PERFORMANCE**

While performing the Services, Contractor will exercise the reasonable professional care and skill customarily exercised by reputable members of Contractor's profession practicing in the Metropolitan Southern California Area, and will use reasonable diligence and best judgment while exercising its professional skill and expertise.

**3. TERM**

The term of the Agreement shall be for three (3) years beginning on \_\_\_\_\_, 2016 ("Commencement Date") and ending \_\_\_\_\_, 2019 ("Original Term"), unless extended pursuant to this Section. City shall have the right to extend the Term for two (2) additional one-year terms ("Additional Term"). To exercise an extension, the City shall submit to Contractor at least sixty (60) days prior to the end of the Original Term or Additional Term, written notice of its intention to exercise an Additional Term. Each Additional Term may be exercised upon the condition that at the time of the exercise, both parties are then in compliance with the material terms and conditions of this Agreement on its part to be performed.

**4. TIME IS OF THE ESSENCE**

Time is of the essence for each and every provision of this Agreement.

## **5. COMPENSATION**

5.1 Compensation. The City shall compensate the Contractor City pursuant to this Agreement in the amount set forth on the schedule attached hereto as Exhibit "C" and by this reference incorporated herein. Extra Work and/or Cost Increases may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

5.2 Extra Work/ Cost Increases. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative. Contractor shall be solely responsible for any increase or additional costs or expenses that may arise in regard to performance of this Agreement, except as set forth in Exhibit "C".

## **6. CONTRACTOR STATUS**

Contractor will perform the Services in Contractor's own way as an independent Contractor and in pursuit of Contractor's independent calling, and not as an employee of City. Contractor will be under control of City only as to the result to be accomplished, but will consult with City as necessary. The persons used by Contractor to provide services under this Agreement will not be considered employees of City for any purposes.

The payment made to Contractor pursuant to the Agreement will be the full and complete compensation to which Contractor is entitled. City will not make any federal or state tax withholdings on behalf of Contractor or its agents, employees or subcontractors. City will not be required to pay any workers' compensation insurance or unemployment contributions on behalf of Contractor or its employees or subcontractors. Contractor agrees to indemnify City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City may be required to make on behalf of Contractor or any agent, employee, or subcontractor of Contractor for work done under this Agreement. At the City's election, City may deduct the indemnification amount from any balance owing to Contractor.

## **7. SUBCONTRACTING**

- a. Contractor will not subcontract any portion of the Services without prior written approval of City. If Contractor subcontracts any of the Services, Contractor will be fully responsible to City for the acts and omissions of Contractor's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Contractor and City. Contractor will be responsible for payment of subcontractors. Contractor will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Contractor's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

## 10. OTHER CONTRACTORS

10.1 The City reserves the right to employ other Contractors in connection with the Services.

## 11. PREVAILING WAGES

A. Prevailing Rates Of Wages. The Contractor is aware of the requirements of Labor Code sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this work involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Contract from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at [www.dir.ca.gov/dlse/](http://www.dir.ca.gov/dlse/). In the alternative, the Contractor may view a copy of the prevailing rates of per diem wages at the City. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform the work available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Site.

The Contractor and each subcontractor shall forfeit as a penalty to the City not more than two hundred dollars (\$200) for each Day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate for any work done by him, or by any subcontract under him, in violation of the provisions of the Labor Code.

B. Payroll Records. Pursuant to Labor Code section 1776, the Contractor and each subcontractor shall maintain weekly certified payroll records showing the name, address, social security number, work classification, straight time and overtime hours paid each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the work. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury.

In accordance with Labor Code section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations on a weekly basis and in the format prescribed by the Department of Industrial Relations, which may include electronic submission. Contractor shall comply with all requirements and regulations from the Department of Industrial Relations relating to labor compliance monitoring and enforcement.

C. The Contractor shall comply with provisions of Section 1775.5 of the Labor Code concerning wages to be paid apprentices.

D. Contractor shall complete a Payroll Report Form, which shall be made available within ten (10) calendar days to the City upon request. Contractor shall provide the required information in a form acceptable to the City.

## **10. INDEMNIFICATION**

To the fullest extent allowed by law, Contractor shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, agents, employees, and representatives free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or in equity, to property or persons, including wrongful death, regardless of whether the allegations are false, fraudulent, or groundless, arising out of, related to, or in connection with the services or this Contract, including claims made by subcontractors for nonpayment, and including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, with counsel of City's choosing, any and all such suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its officials, officers, agents, employees and representatives. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City, its officials, officers, agents, employees and representatives, in any such suit, action or other legal proceeding. Contractor shall reimburse City, its officials, officers, agents, employees and representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

The parties expressly agree that any payment, attorney's fee, costs or expense the City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this section, and that this section will survive the expiration or early termination of this Agreement.

## **11. INSURANCE**

Contractor will obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by Contractor or Contractor's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. The insurance carrier is required to have a current Best's Key Rating of not less than "A:V".

### **A. Coverages and Limits.**

Contractor will maintain the types of coverages and minimum limits indicated below, unless the City approves a lower amount in writing. These minimum amounts of coverage will not constitute any limitations or cap on Contractor's indemnification obligations under this Agreement. City, its officers, agents and employees make no representation that the limits of the insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage, as Contractor deems adequate, at Contractor's sole expense.

1. Commercial General Liability Insurance. \$1,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit.

2. Automobile Liability (if the use of an automobile is involved for Contractor's work for City). \$1,000,000 combined single-limit per accident for bodily injury and property damage.

3. Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of \$1,000,000 per accident for bodily injury. Workers' Compensation and Employer's Liability insurance will not be required if Contractor has no employees and provides, to City's satisfaction, a declaration stating this.

4. Pollution Liability. Contractor shall maintain pollution liability insurance, or equivalent form, with a combined single limit of not less than \$3,000,000 per occurrence. Such insurance shall cover bodily injury, property damage, and any liability, including clean-up costs, resulting from any type of pollution or environmental contamination arising out of Contractor's performance of the Agreement.

B. Additional Provisions. Contractor will ensure that the policies of insurance required under this Agreement contain, or are endorsed to contain, the following provisions:

1. The City will be named as an additional insured on General Liability.

2. Contractor will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage.

3. This insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without thirty (30) days prior written notice to City sent by certified mail pursuant to the Notice provisions of this Agreement.

C. Providing Certificates of Insurance and Endorsements. Prior to City's execution of this Agreement, Contractor will furnish certificates of insurance and endorsements to City.

D. Failure to Maintain Coverage. If Contractor fails to maintain any of these insurance coverages, then City will have the option to declare Contractor in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Contractor is responsible for any payments made by City to obtain or maintain insurance and City may collect these payments from Contractor or deduct the amount paid from any sums due Contractor under this Agreement.

E. Submission of Insurance Policies. City reserves the right to require, at any time, complete and certified copies of any or all required insurance policies and endorsements.

## 12. BUSINESS LICENSE

Contractor will obtain and maintain a City of Claremont Business License for the term of the Agreement, as may be amended from time-to-time.

## 13. ACCOUNTING RECORDS

Contractor will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Contractor will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Contractor will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of four (4) years from the date of final payment under this Agreement.



**14. OWNERSHIP OF DOCUMENTS**

All work product produced by Contractor or its agents, employees, and subcontractors pursuant to this Agreement is the property of City. In the event this Agreement is terminated, all work product produced by Contractor or its agents, employees and subcontractors pursuant to this Agreement will be delivered at once to City. Contractor will have the right to make one (1) copy of the work product for Contractor's records.

**15. COPYRIGHTS**

Contractor agrees that all copyrights that arise from the services will be vested in City and Contractor relinquishes all claims to the copyrights in favor of City.

**16. NOTICES**

The name of the persons who are authorized to give written notices or to receive written notice on behalf of City and on behalf of Contractor under this Agreement.

**For City:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dept.: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_

**For Contractor:**

Contractor: \_\_\_\_\_  
Attn (name): \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_

Each party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

**17. CONFLICT OF INTEREST**

City will evaluate Contractor's duties pursuant to this Agreement to determine whether disclosure under the Political Reform Act and City's Conflict of Interest Code is required of Contractor or any of Contractor's employees, agents, or subcontractors. Should it be determined that disclosure is required, Contractor or Contractor's affected employees, agents, or subcontractors will complete and file with the City Clerk those schedules specified by City and contained in the Statement of Economic Interests Form 700.

Contractor, for Contractor and on behalf of Contractor's agents, employees, subcontractors and consultants warrants that by execution of this Agreement, that they have no interest, present or contemplated, in the projects affected by this Agreement. Contractor further warrants that neither Contractor, nor Contractor's agents, employees, subcontractors and consultants have any ancillary real property, business interests or income that will be affected by this Agreement or, alternatively, that Contractor will file with the City an affidavit disclosing this interest.

**18. GENERAL COMPLIANCE WITH LAWS**

Contractor will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of the Services by Contractor, including but not limited to AB 939. Contractor will at all times observe and comply with these laws, ordinances, and regulations

and will be responsible for the compliance of Contractor's services with all applicable laws, ordinances and regulations.

Contractor will be aware of the requirements of the Immigration Reform and Control Act of 1986 and will comply with those requirements, including, but not limited to, verifying the eligibility for employment of all agents, employees, subcontractors and consultants that the services required by this Agreement.

#### **19. DISCRIMINATION AND HARASSMENT PROHIBITED**

Contractor will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

#### **20. DISPUTE RESOLUTION**

If a dispute should arise regarding the performance of the Services the following procedure will be used to resolve any questions of fact or interpretation not otherwise settled by agreement between the parties. Representatives of Contractor or City will reduce such questions, and their respective views, to writing. A copy of such documented dispute will be forwarded to both parties involved along with recommended methods of resolution, which would be of benefit to both parties. The representative receiving the letter will reply to the letter along with a recommended method of resolution within ten (10) business days. If the resolution thus obtained is unsatisfactory to the aggrieved party, a letter outlining the disputes will be forwarded to the City Manager. The City Manager will consider the facts and solutions recommended by each party and may then opt to direct a solution to the problem. In such cases, the action of the City Manager will be binding upon the parties involved, although nothing in this procedure will prohibit the parties from seeking remedies available to them at law.

#### **21. TERMINATION**

The City may terminate the Agreement, in whole or in part, with or without cause, upon ten (10) days written notice to Contractor. Upon receipt of the termination notice, Contractor shall promptly stop work unless the notice directs to the contrary. In the event the City renders such written notice to Contractor, Contractor shall be entitled to compensation for all services properly rendered prior to the effective date of the notice and all further services set forth in the notice. The City shall be entitled to reimbursement for any compensation paid in excess of services rendered and shall be entitled to withhold compensation for defective work or other damages caused by Contractor. Contractor acknowledges the City's right to terminate this Agreement as provided herein, and hereby waives any and all claims for damages that might arise from the City's termination of this Agreement. Contractor shall deliver to the City and transfer title (if necessary) to all completed work, and work in progress including drafts, documents, plans, forms, maps, products, graphics, computer programs and reports. The City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Contractor shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work. The City will make the final determination as to the portions of tasks completed and the compensation to be made.

#### **22. LABOR CERTIFICATION**

By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance

with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

**23. COVENANTS AGAINST CONTINGENT FEES**

Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

**24. CLAIMS AND LAWSUITS**

By signing this Agreement, Contractor agrees that any Agreement claim submitted to City must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Contractor acknowledges that if a false claim is submitted to City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that California Government Code sections 12650 et seq., the False Claims Act applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Contractor acknowledges that the filing of a false claim may subject Contractor to an administrative debarment proceeding as the result of which Contractor may be prevented to act as a Contractor on any public work or improvement for a period of up to five (5) years. Contractor acknowledges debarment by another jurisdiction is grounds for City to terminate this Agreement.

**25. JURISDICTIONS AND VENUE**

Any action at law or in equity brought by either of the parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Los Angeles, State of California, and the parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

**26. SUCCESSORS AND ASSIGNS**

It is mutually understood and agreed that this Agreement will be binding upon City and Contractor and their respective successors. Neither this Agreement or any part of it nor any monies due or to become due under it may be assigned by Contractor without the prior consent of City, which may be withheld in the City's sole and absolute discretion..

**27. ENTIRE AGREEMENT**

This Agreement, together with any other written document referred to or contemplated by it, along with the purchase order for this Agreement and its provisions, embody the entire Agreement and understanding between the parties relating to the subject matter of it. In case of conflict, the terms of the Agreement supersede the purchase order. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

**28. AUTHORITY**

The individuals executing this Agreement and the instruments referenced in it on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions of this Agreement.

CONTRACTOR

CITY OF CLAREMONT,  
a municipal corporation of the State of  
California

\*By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
(Print Name and Title)

ATTEST:  
\_\_\_\_\_  
Shelley Desautels

\*\*By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name and Title)

If required by City, proper notarial acknowledgment of execution by Contractor must be attached. If a Corporation, Agreement must be signed by one corporate officer from each of the following two groups.

**\* Group A.**  
Chairman,  
President, **or**  
Vice-President

**\*\* Group B.**  
Secretary,  
Assistant Secretary,  
CFO **or** Assistant Treasurer

**Otherwise**, the corporation must attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

Approved as to Form:

(Name), City Attorney

By: \_\_\_\_\_

**AGREEMENT  
FOR  
PROCESSING ORGANIC MATERIALS**

**EXHIBIT LIST**

EXHIBIT "A" – Scope of Services

EXHIBIT "B" – Contractor's Proposal

EXHIBIT "C" – Compensation

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**1.00 GENERAL REQUIREMENTS**

- 1.01 The CONTRACTOR shall own and operate a Material Recovery Facility (MRF), organics composting facility, digester or other appropriate facility for the processing of organic material. The Contractor has the necessary permits and licenses to accept the CITY's organic material at said facility and desires to enter into this Agreement to do so.
- 1.02 CONTRACTOR shall use and furnish at his or her own expense all labor, equipment, and materials necessary for the satisfactory performance of processing and recycling of the organic material brought to the facility by the CITY.
- 1.03 CONTRACTOR shall maintain a log that indicates dates, times, vehicle number, and tonnage for each individual City vehicle delivering material to its facility. The log shall be available for the inspection of the CONTRACT ADMINISTRATOR or his/her designee.
- 1.04 Upon commencement of work under this CONTRACT, CONTRACTOR shall be fully equipped and staffed, thoroughly familiar with CONTRACT requirements, and prepared to provide all services required.

**2.00 INSPECTIONS, MEETINGS, AND REPORTS**

- 2.01 CITY reserves the right to perform inspections, including inspection of CONTRACTOR'S equipment, at any time for the purpose of verifying CONTRACTOR'S performance of CONTRACT requirements and identifying deficiencies.
- 2.02 The CONTRACTOR or an authorized representative may meet with the CONTRACT ADMINISTRATOR or his/her representative at the discretion and convenience of the CONTRACT ADMINISTRATOR, for walk-through inspections.
- 2.03 CONTRACTOR shall provide to the CONTRACT ADMINISTRATOR written documentation and/or regular reports as the CONTRACT ADMINISTRATOR deems necessary to verify and review CONTRACTOR'S performance under this CONTRACT and to provide to the CONTRACT ADMINISTRATOR pertinent information relative to processing and diverting organic material from the landfill.
- 2.04 CONTRACTOR shall provide monthly reports to be submitted to the City with a statement that indicates the number of vehicles delivering loads to its facility each month along with individual vehicle tonnage for each load.

**3.00 SAFETY**

- 3.01 CONTRACTOR agrees to perform all work outlined in this CONTRACT in such a manner as to meet all accepted standards for safe practices during sorting and processing of organic material and to maintain safely stored equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all City, County, State,

or Federal law pertaining to equipment operation at all times, so as to protect all persons, including CONTRACTOR'S employees, agents of the CITY, vendors, members of the public, or others from foreseeable injury or damage to their property.

- 3.02 It shall be the CONTRACTOR'S responsibility to inspect and identify any condition(s) that render(s) any portion of the premises unsafe, as well as any unsafe practices occurring thereon. The CONTRACT ADMINISTRATOR shall be notified immediately of any unsafe condition that requires major correction.
- 3.03 CONTRACTOR shall notify the CONTRACT ADMINISTRATOR immediately of any occurrence on a project site of accident, injury, or persons requiring emergency services, and, if so requested, shall prepare a written report thereof to the CONTRACT ADMINISTRATOR within three (3) calendar days following the occurrence. CONTRACTOR shall cooperate fully with the CITY in the investigation of any such occurrence.

#### **4.00 HOURS AND DAYS OF OPERATION**

The basic daily hours of operation shall be 6:00 a.m. to 4:00 p.m., Monday through Saturday, which shall be considered normal work hours as may pertain to any other provision of the CONTRACT.

#### **5.00 CONTRACTOR'S STAFF AND TRAINING**

- 5.01 The CONTRACTOR shall provide sufficient personnel to perform all work in accordance with the specification set forth herein.
- 5.02 CONTRACTOR'S personnel shall possess the minimum qualifications for the position in which each is working, as set forth in Exhibit B.
- 5.03 CONTRACTOR is encouraged to provide on-going systematic skills training, and to promote participation in and certification by professional associations. CONTRACTOR'S systematic skills training program, and certifications required by the CONTRACTOR for employees in a given position, should be noted in the Exhibit B.

**PART II**  
**TECHNICAL SPECIFICATIONS**

**1. DELIVERY OF MATERIALS**

The CITY will deliver or cause to be delivered to the CONTRACTOR's processing facility organic materials collected within the boundaries of the City. The CONTRACTOR shall process, recycle and/or dispose of these materials pursuant to this Agreement.

**2. SCOPE OF SERVICES**

*Commercial Organics Processing.* The CONTRACTOR will process all commercial organics delivered to the MRF by the CITY or on behalf of the CITY. The CONTRACTOR shall prepare a monthly report of the organic materials received and total weight received by the facility from CITY.

**3. ACCEPTANCE OF MATERIALS**

The CONTRACTOR guarantees that during the term of this Agreement, it shall, at its sole cost and expense, provide management, supervision, personnel, materials, equipment, services, and supplies necessary to operate and maintain its processing facility and to have sufficient capacity at said facility to enable the CONTRACTOR to accept the materials, defined in Section 1, that are generated and collected within the boundaries of the City.

- A. The CONTRACTOR shall immediately advise the CITY by phone, facsimile, and electronically of any event which results in the partial or complete inability of CITY materials to be received at its facility, its effect on the CONTRACTOR's ability to perform this Agreement, and the CONTRACTOR's best estimate of the probable duration. The CONTRACTOR shall confirm such advice in writing within 24 hours of any such inability. Normal operation of the CONTRACTOR's MRF shall resume as soon as reasonably possible in accordance with this Agreement. In the event such processing capacity cannot be provided, unless specified under Section 12 (Force Majeure) of this Agreement, the CONTRACTOR shall be obligated to make arrangements to accept such materials at another facility and to reimburse the CITY for any increased transportation cost (including, without limitation, increased processing fees, equipment rental costs, overtime, and increased fuel costs resulting from the unavailability of the designated facility) incurred by the CITY in transporting materials to another facility.
  
- B. The CONTRACTOR shall maintain at its facility a scale house and computer software capable of tracking all loads of CITY materials delivered to the CONTRACTOR. Monthly reports shall be generated and delivered to the CITY showing the tonnage of all materials delivered from designated City organic collection routes and credit amount for each ton of recyclable organic material delivered by the CITY, for purposes of reporting the CITY's diversion of waste pursuant to the requirements of AB 939 and AB 1826. The CONTRACTOR agrees to use its best efforts in assisting the CITY by providing information in its possession needed for the preparation of



compliance documents required pursuant to AB 939 and AB 1826. The CONTRACTOR will provide the information in a format consistent with CalRecycle guidelines. The CONTRACTOR will maintain books and records of all financial transactions made pursuant to this Agreement. Such records shall be made available to the CITY at any time during business hours upon reasonable demand.

- C. The CONTRACTOR represents and warrants that it currently has and will maintain or cause to be obtained and maintained all contracts, licenses, permits, qualifications, and approvals of whatever nature that are legally required for the operation, maintenance, and use of the CONTRACTOR's facility. The CONTRACTOR agrees to comply in all material respects, with all applicable permits, federal, state, county, and municipal laws and ordinances, and all lawful orders, rules, regulations, and guidelines of any duly constituted authority, including but not limited to social security, and income tax withholding laws, unemployment compensation laws, and all applicable laws involving environmental, safety, or health procedures. Other examples of the applicable laws include AB 939, AB 1826, County Codes, CERCLA, RCRA, and CEQA.
- D. The CONTRACTOR will, at its sole cost and expense, operate and maintain its organic's facility in a good, clean, and orderly condition including implementing necessary repairs and replacements, purchasing and maintaining necessary replacement equipment or parts, and maintaining an adequate inventory of spare parts and equipment. The CONTRACTOR shall operate its facility with a sufficient amount of personnel to enable the CONTRACTOR to perform all of CONTRACTOR's obligations and duties under this Agreement in a timely and efficient manner. All of CONTRACTOR's personnel shall be appropriately trained in accordance with all applicable rules, regulations, and laws so that the MRF will be operated and maintained in accordance with and consistent with applicable laws and good industry standards and practices for organics processing facilities.
- E. The parties acknowledge the responsibility of the CITY to meet the organic recycling and landfill diversion goals in AB 939 and AB 1826. Nothing in this Agreement is intended or shall be interpreted to prohibit or impair the ability of the CITY to meet or exceed such responsibilities, or to restrict the rights of residents, businesses or organizations within the CITY to practice source separation, source reduction, recycling, composting, or other materials recovery activities, or to restrict the right of the CITY to conduct, sponsor, encourage, or require such activities in any form. No reduction in the amount of recyclable organic materials generated within the City and delivered to the CONTRACTOR by or on behalf of the CITY, which may result from any organic recycling program, shall cause the CITY any liability hereunder and shall not constitute a breach of this Agreement.
- F. CONTRACTOR, at its sole cost and expense, will test and recalibrate the scales at its facility at the CITY's request, if the CITY provides a written request outlining the reason for testing. If, at any time, testing of the weigh scales indicates that the scales do not meet the accuracy requirements of applicable State law, or, if the scales are being tested, CONTRACTOR, absent more accurate information, shall estimate the quantity of materials delivered on the basis of truck volumes and estimated data obtained from historical information pertinent to CONTRACTOR and shall assume, for

purposes of such estimate, that the weigh scale inaccuracy occurred on a linear basis from the test most recently preceding the test demonstrating such inaccuracy. These estimates shall take the place of actual weight records until correction of the weigh scale is completed. CONTRACTOR shall use all reasonable efforts to repair the scales within three (3) calendar days. CONTRACTOR shall provide copies of all weigh scale records for each delivery on a daily basis. Weight tickets will be given to each CITY truck operator at the time of delivery of each load. Copies of all daily weight records shall be maintained by CONTRACTOR for a period of at least three (3) years.

- G. The CONTRACTOR's facility will be open for the delivery of materials by the CITY, or on behalf of the CITY, during normal business hours of 6:00 a.m. to 4:00 p.m., Monday through Saturday, excluding the following holidays: New Year's Day, Independence Day, Thanksgiving Day, and Christmas Day, and other such holidays as may be required by a binding union agreement applicable to the operations of the CONTRACTOR's facility or as is customary in the waste industry. Said schedule shall not be changed without CONTRACTOR's prior written notice to the CITY at least 30 days in advance. Except for specific dates for holidays, the hours and days of operation shall remain in accordance with this Section. The CITY shall have access to the CONTRACTOR's facility during normal business hours as set forth in this Agreement. CONTRACTOR agrees to receive materials at the CONTRACTOR's facility at hours other than as set forth herein (i) as requested by the CITY to accommodate unusual quantities of materials resulting from an emergency or from programs of the CITY or any local governmental entity designated to promote clean-up of an area serviced by the CONTRACTOR's facility, and (ii) if the CONTRACTOR's facility is able, in the reasonable judgment of CONTRACTOR, to receive such additional quantities of materials without adversely affecting CONTRACTOR's operation or maintenance of the CONTRACTOR's facility.
- H. CONTRACTOR shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. Section 9601, et seq. requirements, the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq. requirements, the California Integrated Waste Management Act of 1989, California Public Resources Code Section 43601 requirements, and shall give all notices required by law. CONTRACTOR shall be liable for all violations of such laws and regulations in connection with the Services. If the CONTRACTOR performs any work knowing it to be contrary to such laws, rules, and regulations and without giving written notice to the CITY, CONTRACTOR shall be solely responsible for all costs arising therefrom. CONTRACTOR shall defend, indemnify, and hold CITY, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules, or regulations.

CONTRACTOR shall establish and maintain safety procedures for the Services and for the protection of employees of CONTRACTOR and all other persons in connection with the operation and maintenance thereof at a level

consistent with applicable law and with good industry standards and practices for organic processing facilities. CONTRACTOR shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the CONTRACTOR shall at all times be in compliance with all applicable local, state, and federal laws, rules, and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment, and other safety devices, equipment, and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

- I. The CITY and its employees and agents may, with the full cooperation of CONTRACTOR, conduct field visits of CONTRACTOR's facility to determine whether CONTRACTOR is in compliance with all of its obligations under this Agreement. In connection with such inspections or visits, the CITY shall, on behalf of itself, its agents, and representatives, comply and cause its agents and representatives to comply with all reasonable rules and regulations adopted by CONTRACTOR.

**EXHIBIT "B"**  
**CONTRACTOR'S PROPOSAL**

**EXHIBIT "C"**  
**COMPENSATION**

The CITY shall provide payment at a rate based on the following services:

1. Processing Commercial Organic Recyclables. The CITY will provide CONTRACTOR with a net payment per ton for all commercial organic recyclables delivered to CONTRACTOR. This payment to the CONTRACTOR will be \$\_\_\_\_\_ per ton of all loads of organic material, including residual materials, and will be paid to the CONTRACTOR.