



RUTGERS

MASTER SERVICE AGREEMENT

This MASTER SERVICE AGREEMENT ("Agreement"), entered into by and between Rutgers, The State University of New Jersey, a non-profit, educational institution, with its principal offices located at 33 Knightsbridge Road, First Floor, East Wing, Piscataway, NJ 08854, procure@finance.rutgers.edu ("Rutgers"), and T. Farese & Sons, Inc. DBA Direct Waste Services ("Supplier") with its principal offices located at 217 Poinier Street, Newark NJ 07114, JGunnello@TFareseDirect.com Rutgers and Supplier are collectively referred to herein as the "Parties" and sometimes individually referred to herein as a "Party."

WHEREAS, Rutgers seeks to procure Solid Waste and Recycling Services for Institutional Planning and Operations - Environmental Services, New Brunswick and Piscataway campuses including the NJAES locations; and the Supplier represents that it can perform as requested; and

NOW, THEREFORE, the Parties agree as follows:

- 1. Statement of Work.** Supplier agrees to provide services as detailed in Exhibit A attached hereto and incorporated herein by this reference (the "SOW").
- 2. Method of Engagement.** When a need arises for the goods and/or services identified above, Rutgers shall issue a Purchase Order ("PO") to Supplier, referencing this Agreement.
- 3. Term.** The term of this Agreement is from the effective date July 1, 2018, or the date of full execution of this Agreement (whichever is later), and shall remain in effect through June 30, 2023, unless otherwise terminated in accordance with this Agreement (the "Term"). This Agreement may be extended for 2 additional one-year terms if mutually agreed upon in writing by both parties. Each extension term shall be on the same terms and conditions as were in effect during the initial term or the immediately preceding extension term.
- 4. Fees and Expenses.** The Fees and Expenses detailed in Exhibit B represent Rutgers' financial commitment to Supplier for performance of the SOW, applicable taxes, and other obligations under this Agreement.
- 5. Terms and Conditions.** This Agreement shall conform in all material respects to the terms and conditions set forth in Exhibit C, attached hereto and incorporated herein by this reference (the "Terms and Conditions")

This Agreement constitutes the entire understanding between the Parties. This Agreement shall not be binding unless executed in writing below by the Parties. ABSENT A PROPERLY ISSUED RUTGERS PURCHASE ORDER, THIS AGREEMENT DOES NOT, IN AND OF ITSELF, REPRESENT AN AUTHORIZATION TO SUPPLIER TO COMMENCE WORK, NOR IS IT A COMMITMENT BY RUTGERS TO PAY SUPPLIER ANY FEES. Any variance from or addition to the Statement of Work, Fees and Expenses, or Terms and Conditions of this Agreement in any present or future invoice, or other document delivered by Supplier will be void and of no effect unless agreed to in writing by Rutgers.

IN WITNESS WHEREOF, each Party has executed this Agreement by their duly authorized representatives on the date set forth below:

SUPPLIER

By: JGunnello

Name (print): John Gunnello

Title: CEO & President

Date: 6/15/18

RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY

By: Richard Aks

Richard Aks
Vice President Finance & Associate Treasurer

Date: 6/19/18

EXHIBIT A

STATEMENT OF WORK

Definitions:

Aluminum Cans: All disposable cans made of aluminum used for food or beverages. Specifically excluded are aluminum foils, pie tins, trays, cookware and other such aluminum products.

Bulk Waste: Solid waste type 13 as defined by the New Jersey Department of Environmental Protection. Specifically excluded from this waste type is solid waste type 13C, construction and demolition waste, household appliances, brush and tree parts.

Carts: All forms of wheeled recycling or solid waste containers designed to hold Recycling or Solid Waste in preparation for collection that do not exceed 96 gallons and that meet all Association of National Standards Institute ("ANSI") Z245.30 – 2008 and Z245.60-200 Type Bar/Grabber specifications or their latest equivalent.

Class A recyclable material: A source separated non-putrescible recyclable material specifically excluded from Department approval prior to receipt, storage, processing or transfer at a recycling center in accordance with N.J.S.A. 13:1E-99.34b, which material currently includes source separated non-putrescible metal, glass, paper, plastic containers, and corrugated and other cardboard.

Class B recyclable material: A source separated recyclable material which is subject to Department approval prior to receipt, storage, processing or transfer at a recycling center in accordance with N.J.S.A. 13:1E-99.34b, and which includes, but is not limited to, the following:

1. Source separated, non-putrescible, waste concrete, asphalt, brick, block, asphalt-based roofing scrap and wood waste;
2. Source separated, non-putrescible, waste materials other than metal, glass, paper, plastic containers, corrugated and other cardboard resulting from construction, remodeling, repair and demolition operations on houses, commercial buildings, pavements and other structures;
3. Source separated whole trees, tree trunks, tree parts, tree stumps, brush and leaves provided that they are not composted;
4. Source separated scrap tires; and
5. Source separated petroleum contaminated soil.

Class C recyclable material: A source separated compostable material which is subject to Department approval prior to the receipt, storage, processing or transfer at a recycling center in accordance with N.J.S.A. 13:1E-99.34b, and which includes, but is not limited to, organic materials such as:

1. Source separated food waste;
2. Source separated vegetative food waste; and
3. Source separated yard trimmings.

Class D recyclable material: Materials including the following:

Used oil, as defined in this section, which is subject to Department approval prior to the receipt, storage or processing at a Class D recycling center in accordance with N.J.S.A. 13:1E-99.34b, and which includes, but is not limited to, the following:

- i. Used lubricant oil;
 - ii. Used coolant oil (non-contact heat transfer fluids);
 - iii. Used emulsion oil; and
 - iv. Any other synthetic oil or oil refined from crude oil, which has been used, and as a result of such use is contaminated by physical or chemical impurities;
1. Batteries
 2. Pesticides
 3. Thermostats
 4. Latex paint
 5. Oil base paints
 6. Antifreeze.

Collection Site: The location of solid waste containers or carts on collection day.

Container: A front load, open top roll off or closed top roll off container including compactors designed to hold recycling or solid waste in preparation for collection as described herein. Containers shall meet all Association of National Standards Institute ("ANSI") Z245.30 – 2008 and where such equipment is of a compacting nature, the Z-245.1-2017 specifications or their latest equivalent. Specifically excluded from this definition are rear load containers.

Clean Mixed Papers: High-grade bond paper, mixed office and school papers, such as stationery, construction paper and writing tablets, including computer printouts, magazines, gift wrapping paper, soft-cover books, junk mail and single-layer cardboard (chipboard). Specifically excluded are carbon papers, hardcover books (unless cover and binder are removed), paper cups and plates, food wrappers or any other paper contaminated by direct contact with food products, and paper products used for personal hygiene, such as tissue and toilet paper.

Corrugated Cardboard: Layered cardboard including a waffled section between the layers, of the type commonly used to make boxes and cartons. Specifically excluded are waxed cardboard and any cardboard contaminated by direct contact with food, such as pizza boxes.

Covered Electronic Device: Equipment utilizing electricity including: televisions, facsimile machines, personal computer, computer monitor and printers.

Disposal Facility: The solid waste disposal facility utilized by the Contractor or designated under the requirements of County Solid Waste Management Plans within New Jersey or licensed facilities within the jurisdiction where solid waste is ultimately disposed if outside of New Jersey.

Glass Bottles and Jars: Transparent or translucent containers made from silica or sand, soda ash and limestone, used for the packaging or bottling of various products. Specifically excluded are dishware, light bulbs, window glass, ceramics and other such glass products.

Hazardous Waste: Any material or substance that, by reason of its composition or characteristics, is either (a)(i) toxic or hazardous waste as defined in either the Solid Waste Disposal Act, 42 U.S.C.A. 6901 et seq. as replaced, amended, or supplemented, or any laws of similar purpose or effect, and such rules or regulations promulgated thereunder, or (ii) special nuclear or by-product materials within the Atomic Energy Act or effect, and such rules or regulations promulgated thereunder; or (b) other materials which the NJDEP or USEPA or any governmental body shall determine from time to time is harmful, toxic or dangerous or otherwise ineligible for disposal at the selected facility.

Holiday: A regularly scheduled collection day on which the Disposal Facility is closed:

Lead Acid Batteries: Storage batteries with lead electrodes and that contain dilute sulfuric acid as the electrolyte. These include starting batteries, such as vehicle batteries, marine batteries and deep cell batteries used to power vehicles or marine accessories such as trolling motors, winches or lights.

Leaves: Vegetative material, typically generated in the autumn, which fall from deciduous trees and are collected for removal from a property.

Liquidated Damages: Those damages assessed by Rutgers against the Contractor as specified in this RFP.

Newspaper: Paper of the type commonly referred to as newsprint, and includes any inserts which are normally included in the newspaper. Specifically excluded are any pages of the newspaper used for household projects and crafts, such as painting or paper Mache projects, or used for cleanup of wet paste.

Onboard Vehicle Scales: An on vehicle system comprised of a weighing sensor(s) (either load cells or transducer technology), Electronics and Firmware and all necessary software to allow for weight collections of both solid waste and recycling.

Plastic Containers: Plastic bottles and food containers and is limited to plastic resin type #1 PET, and plastic resin type #2 HDPE and plastic resin type #5, PP. Specifically excluded are other resin types #3, #4, #6 and #7 and other consumer items and packages, such as film plastics, blister packaging, boxes, baskets, toys and other such products.

Purchase Order: A Rutgers purchase order is a legal document containing a description of the service requested, and terms and conditions of the transaction including, but not limited to, payment and delivery terms, for the purchase or lease of goods and services.

Recyclable Material: Those materials designated within this RFP or by law that may either be Class A Single Stream, Class B, Class C or Class D; whether Commingled Source Separated or Source Separated and marketed for the ultimate return to the economic mainstream.

Scrap Metal: All ferrous and non-ferrous metals including appliances and appliances containing refrigerants

Single Stream: means a recycling system whereby designated source separated recyclable materials are commingled without regard to fiber or non-fiber materials, collected in one vehicle and sorted at a facility able to process such material.

Steel Cans: All food and beverage cans made of tin, steel or a combination of metals including, but not limited to, containers commonly used for food products. Specifically excluded are cans which contain toxic products, such as paints and oils and all other items made from metal.

Tires: Rubber wheels used on motorized transport or equipment whether bias-ply, cross ply or radial.

University: Rutgers, The State University of New Jersey, also referred to as Rutgers.

WasteWise: Part of the EPA's sustainable materials management efforts, which promote the use and reuse of materials more productively over their entire life cycles

STATEMENT OF WORK AND REQUIREMENTS

The Supplier shall furnish all labor, tools, equipment, and incidentals required for the complete and satisfactory delivery of the specified Solid Waste/Recycling Services at the frequencies and within the timeframes specified for each campus. The Solid Waste/Recycling collection locations are designated in Attachment I below.

The scope of service also includes the Supplier to furnish and service all collection containers for the period of this contract. "Service" includes emptying containers, repair, the collection and disposition of the contents.

All University municipal solid waste and recycling material shall be disposed of in accordance with all federal, state, county, city, EPA, NJDEP, laws, rules, and regulations as they may apply to this contract.

Rutgers reserves the right, to add to or delete services, buildings, or locations during the contract period. Prior to placement of additional containers, the Supplier and designated Rutgers representative shall survey container sites to establish maximum accessibility and minimize damage to the grounds.

In addition, to allow Rutgers to maximize cost efficiencies of its construction program, the Supplier shall allow Rutgers to utilize the cost per pull cost structure for all construction projects if requested. A monthly rental may be charged for construction projects for such containers.

Charges associated with the disposal of solid waste or the marketing of recycling shall be billed in accordance with the pricing outlined in Exhibit B. All solid waste disposal fees shall be billed at cost and shall be broken down in accordance with NJDEP rate page regulations which require in part that tipping fees be separated from host community fees and taxes.

Campus Services and Locations:

Newark:

Rutgers Newark consists of Rutgers University and Rutgers Biomedical and Health Sciences (RBHS North). This RFP requires that service be provided to both institutions and represents a consolidation of and an increase in service requirements for proposers. Refer to Attachment I for the list of locations.

As this represents a continuation of the merger between the two organizations, proposers are advised that the current program at RBHS utilizes a dual stream recycling collection system. At this point in time, the University anticipates maintaining this system at the point of generation however, the contractor may collect Class A materials as single stream materials with the exception of Corrugated Cardboard. Corrugated Cardboard is prepared in separate bails and must be collected separately from all RBHS locations.

Camden:

Rutgers Camden campus consisting of 46 buildings spread over 40 acres and serves approximately 6,643 students and approximately 1355 full and part time faculty and staff. Refer to Attachment I for the list of locations.

Recycling Services

Rutgers has an aggressive and comprehensive recycling program at all of its locations. In addition to standard Class A recycling activities, a number of materials must be source separated and recycled. Accordingly, recycling is broken down into Single Stream and other recycling efforts.

Recycling – Single Stream: Single Stream Recycling includes the collection of the following materials:

1. Aluminum Cans
2. Clean Mixed Papers
3. Corrugated Cardboard
4. Glass Bottles and Jars
5. Newspaper
6. Plastic Containers (resins 1, 2 & 5)
7. Steel Cans

Other Recycling Efforts

Rutgers also has an aggressive recycling program for alternate recyclable materials. These materials assist Rutgers in achieving its overall goals of source reduction and solid waste diversion.

The Supplier will be responsible for the recycling of each of the following materials:

1. Construction and Demolition Material including:
 - a. Carpeting
 - b. Ceiling Tiles
 - c. Concrete and Block
 - d. Gypsum Wallboard
 - e. Ferrous and Non-ferrous metals
 - f. And other materials as may be marketable.
2. Leaves
3. Food Waste
4. Ferrous and Non-Ferrous metals

Recycling Compliance:

Rutgers must be in compliance with all applicable New Jersey Department of Environmental Protection rules and regulations as well as the solid waste plans of the counties in which our facilities are located and the ordinances of our host municipalities.

The Supplier will partner with Rutgers to develop a plan of action to assist in the education of the University community with regard to proper recycling techniques, proper material preparation and means and methods to reduce cross contamination of solid waste and recyclable containers.

Recycling Markets:

Service Only Pricing; No Revenue Sharing:

Refer to Exhibit B for the recycling service costs that includes the collection and marketing of all recyclable materials as outlined within this contract. The Supplier shall provide for Single Stream recycling collection of Recyclable Materials as indicated herein.

Upon collection, the Supplier assumes all responsibility for the proper marketing of designated collected recyclable materials.

The Supplier shall provide recycling tonnage reports on a monthly basis to be included with its invoicing for recycling collection services that at a minimum set forth the total tonnage of collected recyclable materials delivered to the approved market.

Commodity Price Formula Option:

At any time during the contract period, should Rutgers and the Supplier agree to a revenue sharing program, a formula for the sharing of revenues derived from the sale of each of the following materials will become part of this contract

- Office Paper including shredded
- Corrugated Cardboard
- Ferrous and Non-Ferrous Metals
- Other Materials as may be offered

Any price sharing formula is submitted must be based on industry market trade publications such as the OBM, or equivalent. Rutgers shall have sole approval authority of such publications.

Additional requirements for this option shall include:

- Prices are to be adjusted monthly.
- The Supplier shall identify all market indexes as the reference point for pricing.

Where a revenue sharing formula is submitted and if that formula is accepted by Rutgers, Rutgers will regularly provide recyclable materials that contain no more than ten (10) percent outthrows for fiber as defined within the most recent ISRI Scrap Circular, or ten (10) percent contamination for commingled materials as defined within the most recent ISRI Scrap Circular.

Should the Supplier claim that Rutgers has regularly supplied a load of either fiber or other recyclable material that contains outthrows or contamination, the Supplier must submit proof of said contamination consisting of the following information:

- Photographs of the contamination.
- A written description of the contamination that includes an outline of the contamination found.

A single load with contamination levels in excess of the allowance provided herein shall not constitute a violation of the "regular" provision.

The Supplier shall notify Rutgers upon receipt of any load that exceeds the outthrow and contamination levels outlined in this section in order to allow for Rutgers to work with the Supplier to correct the problem.

Solid Waste and Recycling Collection and Scheduling

Rutgers utilizes multiple collection containers including:

- Solid Waste & Recycling Compactors
- Solid Waste & Recycling Front Load Containers
- Solid Waste & Recycling Rear Load Containers
- Solid Waste & Recycling Two Wheeled Carts

The Supplier must be able to service each and every type of solid waste and recycling container currently in use at the University. Refer to the attached Excel document identified as RFP 98677275 Contract Attachment T. Farese – Locations, Container Type, Service Frequency.

Rutgers has multiple special events throughout the year that are both planned and unplanned. Refer to Exhibit B for established "on call" pricing which includes all charges for the servicing of the containers including delivery, pick up and transportation to the designated solid waste disposal facility or to a recycling market.

Recycling and Solid Waste Reporting

The Supplier shall provide solid waste and recycling tonnage reports on a monthly basis to be included with its invoicing for solid waste collection and disposal and recycling collection and marketing services that at a minimum set forth the total tonnage of collected solid waste disposed and recyclable materials delivered to an approved market.

Quarterly reports containing specific requested information regarding quantities of solid waste and recycling.

In addition, for large special events such as Football events, Rutgers Day, end of year move-out and others that may arise, the University may request individual event reports. These events will typically include on-call containers that allow for data isolation.

The Supplier shall submit an annual recycling tonnage report to Rutgers no later than February 1 of each year so that Rutgers may submit reports to its host municipalities for submission as New Jersey Tonnage Grant Applications. Said report shall conform to the format required by the New Jersey Department of Environmental Protection.

Municipal Solid Waste & Recycling Reports – The Supplier shall provide quarterly reports to detail all solid waste disposed and recyclable materials delivered to recycling markets.

Municipal Solid Waste & Recycling Reports for Football are required one (1) week post game.

Municipal Solid Waste & Recycling Reports during RecycleMania Reports are to be provided every Thursday of the previous week.

All reports shall be submitted to the Director of Environmental Services by the 15th of the month for the previous month.

Containers; Conditions of Collection, Aesthetics and the Campus Environment

All carts and containers provided by the Supplier shall conform to New Jersey Department of Environmental Protection and ANSI (American National Standards Institute) Z245.30 Safety Standards and the ANSI Z245.60 Waste Container Compatibility Dimension Standards and ANSI Z245.2-2008 Stationary Compactors or their latest equivalent as appropriate and shall be maintained as required under N.J.A.C. 7:26 et seq.

All solid waste and recycling front load containers with a capacity 6 yards or greater shall be designed as flat top containers with sliding side door on both right and left sides.

The Supplier shall provide carts and containers that are a uniform color as directed by Rutgers.

Containers shall be properly labeled as to their contents. Solid waste containers shall be appropriately labeled so as to limit cross contamination of recyclables and solid waste.

All solid waste and recycling containers provided by the Supplier shall be freshly painted and cleaned prior to being placed into service.

- Recycling containers shall be painted a uniform green color.
- Solid waste containers shall be painted a uniform color other than green

When determined necessary by Rutgers, the contractor shall be required to repair or replace containers within seven (7) days of receiving such notice. Maintenance is considered a standard service function and there shall be no additional charges allowed if such an order is made.

Conditions upon which such repairs/replacement may be ordered include:

- Paint failure or damage such that the color of the container is no longer recognizable.
- Rust through or container perforation.
- Leaking containers.
- Incorrect color matching per the requirements of this RFP with regard to recycling and solid waste containers.
- Damaged or non-functional lids.
- Damaged or non-functional doors on roll off containers.
- Damaged or non-functional compactors, or any part related to the compactor.

The Supplier shall place all containers within designated areas where required.

The Supplier shall clean up any spillage or overflow which occurs from any container or cart serviced by the Supplier.

The Supplier is not required to render service if the presence of any interference prevents access to any container(s) and/or poses a threat to the Supplier or the Supplier's employees or agents.

- If the Supplier is unable to pick up designated collected solid waste or designated recyclable materials in accordance with the collection schedule due to a violation of the above conditions, Rutgers shall not hold the contractor responsible.
- The Supplier shall contact Rutgers prior to making such a determination for consultation on said matter.
- The Supplier shall make the pick up as soon as possible, but no later than twenty-four (24) hours after the problem that prevented pick-up is rectified.

Collection sites shall be kept clean of loose solid waste. The Supplier's employees are expected to pick up loose debris left behind and close container lids as needed to comply with storm water management laws. The Supplier shall report site damage requiring repair to the designated campus facilities manager as soon as such damage is observed.

Containers must be clearly labeled and maintained in good working order, appearance, and sanitary condition. The design of the collection container label shall be submitted for approval to Rutgers prior to installation. When requested by Rutgers or when periodic cleaning is necessary to preserve sanitary conditions, containers shall be thoroughly cleaned off site or removed and replaced with a new or refurbished container.

It will be the responsibility of the Supplier to protect all adjacent Rutgers property and repair at their expense any damage done as a part of the work.

Compactors

Rutgers is interested in expanding the use of compactors as a means of reducing the cost of solid waste and recycling collection. Should Rutgers engage with the Supplier to provide additional compactors, the following specifications shall be used as a basis for each compactor. All specifications may be or equivalent.

Self-Contained Compactor: shall at a minimum contain the following standard features:

- Guardian Control System
- 3 Phase
- Precision Guided Ram
- Full Gasketed Door
- (AMS) Automatic Maintenance Scheduler
- TEFC Tri-Volt Motor
- Multicycle Timer
- Low Temperature Oil, Pour Point 20 F
- NEMA 4 Rated Control Panel
- 100% Full Light
- Controls in Face of Panel
- UL/CUL Listed, WASTEC Rated
- ANSI Z.245.2 Compliant
- 6' Remote Power Unit with Weather Cover
- Warranty - 5 Yr. Structural, 2 Yr. Parts, 1 Yr. Labor
- Doghouse-fully enclosed, single door, frame & locking hasp
- Magnetic door interlock switch - mounted
- Oil Heater thermostatically controlled, 10-60-gallon reservoir
- 3/4 Full - Advance warning light
- Guide rails - 10' with stops
- Run steel hydraulic pipes / electric with QD's to door end
- Controls on rear deck with weather cover

Stationary Compactors shall at a minimum contain the following standard features:

- 1/2" thick ram floor
- 57 second cycle time
- Heavy duty breaker bar is 8" x 8" x 1" angled steel
- 1 3/8" ratchet binders have 1" thick hooks to connect up to receiver containers rated at 70,000 lbs.
- warranty is a 3 year structural, 1 year parts and 1-year labor warranty
- 1/2" thick ram floor extends life of compactor and reduces maintenance costs
- Full container light
- Low temperature oil
- Multi-cycle timer
- NEMA 4 control panel protects against windblown dust, splashing water and hose directed water
- Advance warning light
- Pressure gauge - color coded
- Guide rails with stops
- Oil heater
- Photo electric eye
- Biodegradable oil

Rutgers shall be responsible for the installation of concrete pads, and all required electrical connections. If leased, all leases shall include maintenance and repair for the entire term of the lease.

Container Tracking System

The Supplier must submit a solid waste and recycling container tracking system utilizing RFID technology or other acceptable technology whereby the contractor can provide Rutgers with information in an electronic format that:

- Establishes a list of all roll off, front and rear load containers being utilized and identify all locations and routes where said containers are in use.
- Provides data to the University with regard to dates and times of collection for each and every container location.

Contractor's Personnel

Customer Service Representative

A customer service representative will be assigned to act as the single point of contact for all issues pertaining to this service contract including assisting with the initial program start up. This representative shall visit the designated campus representatives each month to discuss operational effectiveness. In addition, a complete list of names (including the customer service representative) of the individuals that may be working on campus is to be provided to the designated Rutgers representative.

The customer service representative must be available at all times to direct the Suppliers personnel, review operational activities, to address problems as they arise, and provide any other support required by Rutgers. It is the responsibility of the customer service representative to identify ways to improve service to Rutgers on operational and administrative levels. Rutgers representatives will be furnished dispatch phone number for service calls and respond to emergency service calls within 4 hours or less.

Direct Management of Personnel

The Supplier will be solely responsible for all direct management, supervision, and control of the work performed by the Supplier's personnel. The Supplier shall be responsible for determining the proper work methods and procedures to be used and for ensuring that the work is properly and safely undertaken and completed in a satisfactory manner.

Employees of the Supplier

The Supplier agrees that no portion of this contract will be subcontracted without the prior written consent of Rutgers. In the event that the Supplier requires subcontractors to service any portion these services, the Supplier will provide the Rutgers the names, qualifications and experience of the proposed subcontractor(s). It is understood that the Supplier will remain fully liable for any work performed by the subcontractor(s) and must assure compliance with all terms and conditions of this agreement.

All parties must clearly understand that all Supplier personnel provided by the Supplier or any subcontractors shall be considered employees of the Supplier or subcontractor. Under no circumstances shall these people be considered employees of Rutgers or as independent contractors. Therefore, the Supplier and any subcontractors must provide all functions related to these personnel with respect to their classification as employees. These functions will include such services as salary, benefits and proper payroll deductions such as federal and state income taxes, disability and unemployment insurance, etc.

The Supplier's personnel will be in uniform, clearly indicating name of firm and identifying their affiliation with the firm. In addition, personnel shall bear identification cards at all times with their name as well as the company name listed on the card.

Employee Conduct

The Supplier's personnel must observe all Rutgers regulations in effect at the location where the work is being performed. While on Rutgers property, the Supplier's personnel shall be subject to oversight by a Rutgers designated representative.

The Supplier's personnel will at all times make their best efforts to be responsive, polite, and cooperative when interacting with representatives of Rutgers or any other Rutgers employees. The Supplier's personnel shall be required to work in a harmonious manner with Rutgers employees as well as outside contractors, if applicable.

The Supplier agrees that, upon request by Rutgers, the Supplier shall remove from the work crew any of its personnel who are, in the opinion of Rutgers, guilty of improper conduct or who are not qualified to perform the work assigned to them. Examples of improper conduct include, but are not limited to, insobriety, sleeping on the job, insubordination, tardiness, or substandard performance. Rutgers designated representative is empowered to request that the Supplier replace offending personnel immediately.

Employee Training and Competence

Rutgers requires that all the Supplier's employees receive periodic safety training as it pertains to safe equipment operations, defensive driving and environmental compliance (i.e. spill procedures, hazardous material identification etc.). Such training shall include, but not be limited to and understanding of the ANSI – Z-245.1- 2017, Mobile Wastes and Recyclable Materials Collection, Transportation, and Compaction Equipment Safety Requirements, the ANSI Z245.30-2008 Waste Containers – Safety Requirements, or their latest equivalent.

All safety training must be documented and records be made available to Rutgers upon request.

The Supplier is to provide safety training on operation of compactors, roll offs, and side load dumpsters for all Rutgers employees involved in operations annually.

The Supplier is responsible for observing Rutgers policy and procedure for containment and clean-up of diesel fuel, hydraulic fluid, motor oil, etc. from equipment such as trucks, compactors, or fluids illegally discarded in dumpsters. In the event of such a spill, the Supplier must report the incident to the campus police:

Camden	856-225-6111
Newark	973-353-5111
RBHS North	973-972-4491

Spills resulting from the Supplier's service will be promptly and properly contained and cleaned up by the Supplier and/or subcontractor and disposed of in accordance with all governing agencies at the Supplier's expense.

The Supplier's employees must be competent in their work, and if any person employed shall appear incompetent or disorderly, Rutgers shall notify the Supplier and specify how the employee is incompetent or disorderly and the Supplier shall take steps to correct and remedy the situation, including disciplinary action if necessary. Any employee who drives or will drive a vehicle in the course of the employee's employment pursuant to the contract must possess a valid New Jersey driver's license for the type of vehicle operated.

It will be the Supplier's responsibility to see that employees render quiet and courteous service.

Criminal Background Checks

All employees supplied by the Supplier may be required to have a criminal background check and/or be investigated during the term of this contract.

Vehicles

Vehicles shall be clearly identified as company vehicles.

At least one person in each vehicle, preferably the driver, must be able to speak, read and write the English language.

All vehicles shall be registered with, and conform to the requirements of the New Jersey Department of Environmental Protection, in accordance with N.J.A.C. 7:26-3.1 et seq. and N.J.A.C. 7:27.32 et seq. All vehicles shall comply with the regulations of the New Jersey Department of Transportation and the United States Department of Transportation. In addition, all vehicles shall be designed to meet the ANSI Z245.1 safety standards or the latest version thereof.

All solid waste and recycling collection vehicles shall be capable of performing collection from two wheeled carts where such carts are in operation and, which conform to the ANSI Z245.30 Safety Standards and the ANSI Z245.60 Waste Container Compatibility Dimension Standards or their latest equivalent.

All recycling collection vehicles shall be designed so as to protect the value of the recyclable materials collected by those vehicles.

All designated solid waste and all designated recycling collection vehicles shall be equipped with technology that can collect data related to:

- Location of the vehicle during the work day; and
- Date and time of solid waste or recyclable materials collection from each and every location serviced under the terms of this contract.

Scale technology must coordinate with the RFID or approved tracking technology noted above.

All vehicles shall be maintained in good working order and shall be constructed, used and maintained so as to reduce unnecessary noise, spillage and odor. In addition, all vehicles shall be of a uniform color and shall be in good repair. All vehicles shall be clean and presentable and shall be washed prior to entry onto the campus. Rutgers shall have the right to inspect all vehicles at any time during the term of this contract. The Supplier shall comply with all reasonable requests relative to the maintenance and repair of said vehicles and other equipment used in the execution of this contract. All vehicles shall be equipped with a broom and shovel.

Rutgers may order any of the Supplier's vehicles used in the performance of the contract out of service if the vehicle is not maintained in accordance with the requirements of these work specifications. In such event, the Supplier shall replace such vehicle, at its sole cost and expense, with a conforming vehicle satisfactory to Rutgers.

Rutgers may, upon providing advance notice to the Supplier of no less than one (1) hour, and with the consent of the disposal facility, inspect the unloading of any solid waste vehicle at the disposal facility.

The Supplier shall provide a daily vehicle log on forms to be approved by Rutgers, of all solid waste vehicles being used to provide service to Rutgers at the start of each workday. Said listing shall include:

- The truck number
- The vehicle license plate number
- The NJDEP decal number
- The type of vehicle in use to collect solid waste (front/rear load)
- Driver name
- Crew name(s)

The Supplier's vehicles are required to be equipped with scales that can weigh all solid waste and recycling containers and report the weights of the contents of said containers based on the following criteria:

- The location of the container.
- The type and size of container being measured.
- The gross and tare weight of each container.

Rutgers recognizes that scales on solid waste collection vehicles are not Weights and Measures Certified. Billing will be based on disposal facility weigh tickets however, Onboard Vehicle Scales will be utilized as a cross check methodology to confirm this data as well as a means of evaluating performance metrics for each campus with regard to recycling activities and solid waste reduction.

Scales shall be maintained and calibrated in accordance with the manufacturer's specifications.

Safety

The Supplier shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.

The Supplier must take all reasonable precautions for safety and must provide reasonable protection to prevent damage, injury or loss to all employees assigned to work on Rutgers premises and all other persons who may be affected.

The Supplier must provide a safe and secure environment for pedestrians as well as the employees of Rutgers and the Supplier.

The Supplier must give immediate notice to Rutgers of any condition which the Supplier discovers that may present a hazard to Rutgers visitors or employees.

The Supplier must not block building entrances, roadway entrances, curb cuts, bus stops, patient parking spaces or adjacent properties with their equipment.

The Supplier must close all lids on the solid waste receptacles after the removal of solid waste.

The Supplier must pick up all solid waste spilled during the collection or removal process.

The Supplier must pay special attention to low overhangs or height limits at certain areas Rutgers.

Schedule of Collections

Classroom, auxiliary and office buildings (6:00AM – 8:00PM)

Residential buildings (9:00AM – 8:00PM)

Quality of Workmanship

All work must be performed in accordance with the standards of the industry and to the complete satisfaction of Rutgers. The Supplier will establish and follow a quality control program for the purpose of identifying and correcting deficiencies in the quality of services performed, before the level of service becomes unacceptable. All documentation used for the quality control program shall be made available for review upon request by Rutgers.

Performance Standards and Liquidated Damages

Performance Standards:

This entire section establishes the performance standards the Supplier will be held accountable to. Performance standards and tasks will be monitored by Rutgers from all divisions served. The Supplier shall be responsible for strict adherence to all standards and tasks within the contract. Continued violation of any required standards may result in the assessment of liquidated damages or in the termination of the contract.

Rutgers will give the Supplier written notice of work deficiencies by copies of inspection reports prior to charging liquidated damages. These inspection reports will be given to the Supplier in a timely manner. Copies of such notice will be forwarded to University Procurement Services for review and approval before withholding liquidated damages.

Liquidated Damages:

The parties acknowledge that in the event of a default in performance by the contractor, it is foreseeable that Rutgers will suffer damages for which it is entitled to be compensated. Certain of these damages may be reasonably ascertained. Others may consist of intangible losses which are difficult to accurately calculate and assess, including, but not limited to, revenue losses and general and administrative costs. For these intangible losses, in the event the Supplier fails to satisfactorily comply with all of the terms and conditions of these proposal specifications, the Supplier shall be liable for, and Rutgers may deduct from any amount then due to the Supplier, the below listed sums as liquidated damages.

The provisions herein contained for liquidated and agreed upon damages, or agreed upon minimum damages, as the case may be, are a bona fide provision for such and are not a penalty. These provisions have been incorporated as a provision beneficial to both parties, as a valid estimate of the damages, or minimum damages, as the case may be, which will otherwise flow on account of any such default by the Supplier. The Supplier agrees that it will not file any action against Rutgers seeking the return of any portion of the liquidated damages amount pursuant to the contract or seeking any reduction in the amount of liquidated and agreed upon damages.

Liquidated damages of one hundred dollars (\$100) for each verified failure on the part of the contractor to collect solid waste or recyclable materials in accordance with the terms of these specifications. Each container shall be considered a separate instance for the purposes of this provision.

If the Supplier does not clean up spillage as required in these specifications, the work may be performed by Rutgers employees, or a designated contractor. In the event that Rutgers employees are utilized for such clean up, liquidated damages will be assessed against the Supplier equal to the amount of the actual cost of labor and equipment, but in no event shall such charges be less than one hundred dollars (\$100) per occurrence.

In the event that the Supplier should fail to make any collections after twenty-four (24) hours' notice of each complaint by telephone, by fax, by letter or in person, the Supplier shall pay an additional one hundred dollars (\$100) in liquidated damages for each twenty-four (24) hours during which the said failure shall occur. Each unit shall be considered a separate instance for the purposes of this provision.

For failure to maintain containers, fifty (\$50) dollars shall be assessed per day for each such failure until that time the container is properly maintained.

For using vehicles and equipment which are not in conformance with these specifications or with appropriate safety regulations, and which the Supplier has failed to repair or properly maintain for a period of forty-eight (48) hours after receipt of written notice from Rutgers of a directive to repair or replace, the sum of two-hundred dollars (\$200) per day for each vehicle or piece of equipment shall be assessed.

For the disposal of solid waste or recyclable materials collected generated by parties other than Rutgers, and billed to Rutgers, or beyond the scope of these specifications, or for a failure to report as required within these specifications, the following liquidated damages shall be assessed:

- Five thousand dollars (\$5,000) for each incident or event. Each truckload shall be considered a separate damage.

In the case of non-performance of work scheduled, Rutgers will allow the Supplier an opportunity to correct the deficiency without penalty during the next scheduled work shift, or at a time mutually agreed upon. Repeated reports of non-performance by the Supplier may be grounds for termination of the contract.

Contacts:

Name(s) and contact information for the Supplier's personnel responsible for performing the services:	John Gunnello 973-242-8008 JGunnello@TFareseDirect.com
Name(s) and contact information for the Rutgers' personnel responsible for accepting the deliverables:	Dave DeHart, Director (848) 445-3767 ddehart@facilities.rutgers.edu

EXHIBIT B

FEES AND EXPENSES

Provide the details regarding the Fees and Expenses. If all or part of the details are provided on Supplier's letterhead, indicate "see attached" in each appropriate section below, and attach the documentation hereto, the same which shall be incorporated herein.

1. FEES:

Rutgers agrees to pay Supplier fees as follows (detail pricing or attach accordingly):

Camden Campus	Year 1	Year 2	Year 3	Year 4	Year 5
Camden Campus	\$59,000.00	\$59,000.00	\$59,000.00	\$59,000.00	\$59,000.00
Newark Campus Total (includes RBHS North)	\$52,575.00	\$52,575.00	\$52,575.00	\$52,575.00	\$52,575.00

	Year 1	Year 2	Year 3	Year 4	Year 5
Camden Campus					
Cost for pull - Roll Off Containers (Scheduled)					
10 CY- 40 Y	\$216.00	\$216.00	\$216.00	\$216.00	\$216.00
Cost per pull- Compactors (Scheduled)					
10 CY- 40 Y	\$216.00	\$216.00	\$216.00	\$216.00	\$216.00
Newark Campus					
Cost for pull - Roll Off Containers (Scheduled)					
10 CY- 40 Y	\$191.16	\$191.16	\$191.16	\$191.16	\$191.16
Cost per pull- Compactors (Scheduled)					
10 CY- 40 Y	\$191.16	\$191.16	\$191.16	\$191.16	\$191.16

Annual Lump Sum Cost to Remove Recyclable Commodities					
	Year 1	Year 2	Year 3	Year 4	Year 5
Camden Campus	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,200.00
Newark Campus Total (includes RBHS North)	\$22,222.22	\$22,222.22	\$22,222.22	\$22,222.22	\$22,222.22

Disposal Cost - Type 10 MSW

Camden Campus	Facility Information	Price Per Ton
-Facility Name:	Mercer County	\$86.50
Address:	1519 Calhoun Street, Trenton	
Permit Identification Number:		
Newark Campus	Facility Information	Price Per Ton
Facility Name:	ECUA Covanta	\$86.17
Address:	Newark NJ	
Permit Identification Number:		

Disposal Cost - Type 13 & 13C Solid Waste

Camden Campus	Facility Information	Price Per Ton
Facility Name:	Mercer County	\$77.50
Address:	1519 Calhoun Street, Trenton	
Permit Identification Number:		
Newark Campus	Facility Information	Price Per Ton
Facility Name:	WM Elizabeth	\$86.77
Address:	Julia St., Elizabeth, NJ	
Permit Identification Number:		

	Year 1	Year 2	Year 3	Year 4	Year 5
On Call Costs for Events and Special Requests					
2 CY - 8 CY - Per Container	\$70.00	\$75.00	\$80.00	\$85.00	\$90.00
On Call Costs for Roll Off Containers					
10 CY - 40 CY - Per Container	\$522.00	\$522.00	\$522.00	\$522.00	\$522.00
Monthly Rental for Roll Off Containers used on Construction Projects					
10 CY - 40 CY - Per Container	No Charge	No Charge	No Charge	No Charge	No Charge

Special Recycling Costs

Item	Cost	Unit Of Measure
Construction and Demolition Waste		
a. Carpeting	\$78.00	Ton
b. Ceiling Tiles	\$78.00	Ton
c. Concrete and Block	\$650.00	Flat Rate
d. Gypsum Wallboard	\$78.00	Ton
e. Ferrous and Non-ferrous metals	No Charge	
Other materials as may be marketable		
a. Leaves	\$600.00	Flat Rate
b. Food Waste	\$75.00	Ton

Price Reduction Proposal for Reduction in Service of 1-8 Cubic Yard containers

	15% Service Reduction	25% Service Reduction	50% Service Reduction
Camden - Price Reduction %	3%	5%	10%
Newark - Price Reduction %	3%	5%	10%

Compactor Pricing

		Self-Contained		Stationary	
		30-YARD	40-YARD	30-YARD	40-YARD
A	Lease Pricing - Month				
	QTY = 1	\$275.00	\$300.00	\$275.00	\$300.00
	QTY - 2-5	\$250.00	\$275.00	\$250.00	\$275.00
	QTY = 6-10	\$225.00	\$250.00	\$225.00	\$250.00
	QTY = 10+	\$225.00	\$225.00	\$225.00	\$225.00
B	Purchase Pricing				
	QTY = 1	\$16,500.00	\$18,000.00	\$7,500.00	\$9,500.00
	QTY - 2-5	\$16,500.00	\$18,000.00	\$7,500.00	\$9,500.00
	QTY = 6-10	\$16,500.00	\$18,000.00	\$7,500.00	\$9,500.00
	QTY = 10+	\$16,500.00	\$18,000.00	\$7,500.00	\$9,500.00

2. FEES AND EXPENSES (*choose one below*):

☒ Rutgers DOES NOT AGREE to separately reimburse Supplier for any expenses.

OR

☐ Rutgers agrees to reimburse Supplier for the reasonable expenses. If Rutgers agrees to pay for reasonable expenses, Supplier shall provide Rutgers with the expense detail, including original receipts for reimbursement of actual expenses incurred, in accordance with applicable Rutgers travel and business expense policies.
Detail expense type(s) (e.g., transportation, hotel, meals, etc.) and estimated amount(s) *below*:

EXHIBIT C

RUTGERS STANDARD TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1. "Agreement" shall mean a single integrated accord between the Parties consisting of this Agreement (including all exhibits attached hereto), any Amendment to this Agreement, Rutgers Purchase Order(s), or other documents detailing the terms and conditions of the Agreement (as incorporated by reference).
- 1.2. "Merchandise" shall mean goods, products, materials or supplies.
- 1.3. "Party" means either Rutgers or Supplier, while "Parties" means both Rutgers and Supplier.
- 1.4. "Purchase Order" or "PO" means the document issued by Rutgers which defines the services, merchandise and associated fees.
- 1.5. "Rutgers" means Rutgers, The State University of New Jersey and any unit thereof.
- 1.6. "Services" means design, engineering, installation, testing, evaluation, training, maintenance, repair, management, consulting or any other services necessary to fulfill Supplier's obligations under this Agreement.
- 1.7. "Statement of Work" or "SOW" shall mean the specifications, qualities, nature, type, properties, amounts and other descriptions of and requirements for Merchandise or Services provided by Supplier.
- 1.8. "Supplier" means any seller furnishing Merchandise or Services to Rutgers.

2. RULES OF PRECEDENCE

Any conflict or inconsistency between the documents that detail the terms and conditions of this Agreement shall be resolved in favor of the terms and conditions of the documents in the following order: (1) any Amendment to this Agreement; (2) this Agreement; (3) the Purchase Order(s); and (4) any other document(s) thereafter. The terms and conditions of this Agreement shall prevail over any conflicting terms set forth by Supplier, unless Rutgers approves in writing to the alternate terms and conditions. All terms and conditions of this Agreement shall prevail over the Uniform Commercial Code (UCC) Article 2.

3. OFFER AND ACCEPTANCE

The Terms and Conditions of this Agreement shall be deemed accepted if Supplier: (1) commences Services; (2) ships all or part of the Merchandise ordered in the PO; or (3) gives any other expression of acceptance of the Terms and Conditions hereof. Rutgers reserves the right to revoke the PO at any time before acceptance by Supplier.

4. PAYMENT

- 4.1. **Payment.** Rutgers shall pay undisputed invoices within forty-five (45) days of receipt of Supplier's invoice. If any portion of the Services does not conform to the requirements of this Agreement, a corresponding portion of the price may be withheld by Rutgers until the nonconformity is corrected. No additional charges of any kind, including, but not limited to, charges for boxing, packing, transportation, insurance, or container charges, will be allowed unless specifically agreed to in writing by Rutgers. Invoices must be sent directly to Rutgers Accounts Payable at accountspayable@finance.rutgers.edu with the Purchase Order number clearly identified on the invoice. Invoices submitted without a valid Rutgers PO number will not be processed.
- 4.2. **Taxes.** Rutgers is generally not subject to any sales or excise taxes. Taxes are not to be included in any quotations or invoices to Rutgers unless applicable. Supplier can seek additional Rutgers tax information, which may be found at <http://uco.rutgers.edu/tax-services>. Upon request, Rutgers will issue an exemption certificate to Supplier.
- 4.3. **Royalties and Other Fees.** Unless agreed upon by the Parties in writing, any fees, such as royalties (e.g., BMI, ASCAP, SESAC) or union dues, which may be required in connection with or as a result of this Agreement are the sole responsibility of Supplier.

5. TERMINATION

- 5.1. **Termination for Convenience.** Rutgers may terminate this Agreement in whole or in part at any time without cause upon at least thirty (30) days written notice to Supplier. If this Agreement is a subcontract (with Rutgers being the contractor to another party, and Supplier being Rutgers' subcontractor), then Rutgers may immediately terminate this Agreement upon written notice to Supplier if the prime contract is terminated for any reason. If Rutgers terminates this Agreement without cause, Rutgers will promptly pay Supplier for its Services performed through the effective date of termination, in accordance with the terms of this Agreement.
- 5.2. **Termination for Cause.** Either Party may terminate this Agreement upon at least 30 days' written notice to the other Party, for breach of this Agreement, unless during such notice period, the Party fully cures the breach to the other Party's reasonable satisfaction.
- 5.3. **Continuing Obligations.** In the event of expiration or termination of this Agreement, or at any time upon Rutgers' request, Supplier will: (i) immediately return to Rutgers any Rutgers proprietary materials and information in Supplier's possession or control, including, without limitation all Rutgers Confidential Information and any deliverables then under development; and (ii) at Rutgers' request, cooperate with Rutgers in the transition of the work performed under this Agreement to Rutgers or its designee.
- 5.4. **Limitation of Damages.** Rutgers' liability and Supplier's recovery for any damages arising out of the termination of any part of this Agreement shall be limited to the lesser of: (i) the reasonable costs incurred by Supplier prior to such termination; or (ii) the balance remaining for this Agreement.

6. CONFIDENTIAL OR PROPRIETARY INFORMATION

6.1. **Rutgers Confidential/Proprietary Information.** Data, records, accounts, and other information regarding Rutgers, and its affiliates, that become known to Supplier, or is generated by Supplier through its activities hereunder, including Services and deliverables, information regarding Rutgers and its affiliates' operations, policies, procedures, faculty, employees, students, information technology systems, and financial information and plans.

6.2. **Supplier's Obligations.** Supplier shall treat as confidential all Rutgers Confidential/Proprietary Information. Supplier's confidentiality obligations include establishing and maintaining appropriate safeguards, procedures, and systems to avoid the unauthorized destruction, loss, alteration, access to, or disclosure of any Rutgers Confidential/Proprietary Information, in accordance with the standards of the applicable industry and as otherwise required by applicable law. Supplier will obtain from all subcontractors and agents authorized to perform the Services under this Agreement a signed written statement agreeing to the confidentiality provisions herein. Supplier shall not disclose to Rutgers, nor induce Rutgers to use any proprietary, secret or confidential information or material belonging to others, including any current or former employers or persons with whom Supplier has had a consulting arrangement.

6.3. **Rutgers' Obligations.** Rutgers shall treat as confidential all of Supplier's proprietary methodologies, software and materials that Supplier provides to Rutgers hereunder and which are marked "Confidential" or "Proprietary." In no event will Supplier's Confidential/Proprietary Information be deemed to include any Rutgers Confidential/Proprietary Information.

6.4. **Mutual Obligations.** During and after the term of this Agreement, neither Party will use nor disclose the other Party's Confidential/Proprietary Information, except for the purpose of providing, receiving or using the Merchandise or Services in accordance with this Agreement, or as may be required by law, regulation or court order.

6.5. **Exceptions.** The obligations of confidentiality under this Section do not apply to any information to the extent it: (i) was known to the receiving Party prior to such Party's receipt of or access to that information under this Agreement, (ii) was or becomes a matter of public information or publicly available through no act or failure to act on the part of the receiving Party, (iii) is acquired from a third-party entitled to disclose the information without obligation of confidentiality, or (iv) is developed independently and without use of the disclosing Party's Confidential/Proprietary Information. Except as otherwise required by applicable laws or regulations, including but not limited to, the New Jersey Open Public Records Act, the Parties agree to, and to cause their respective affiliates to, keep confidential all non-public information relating to this Agreement.

7. REPRESENTATIONS AND WARRANTIES

- 7.1. **Authority to Execute.** Rutgers and Supplier hereby represent, warrant and guarantees that each Party has the legal capacity to execute and perform this Agreement.
- 7.2. **Debarment.** Supplier represents, warrants and guarantees: (i) that it is not debarred, suspended, proposed for debarment, or declared ineligible by any State or Federal agency; (ii) that the execution and performance of this Agreement by Supplier does not, and will not, violate or conflict with any law, rule, regulation, judgment or order of any court or other adjudicative entity binding on Supplier; (iii) that Supplier knows of no reason why Supplier is in any way (physically, legally or otherwise) precluded from performing the obligations under this Agreement in accordance with its terms; and (iv) that it does not have any non-disclosure, confidentiality, non-competition or other similar obligations to any current or former employer or any other person or entity, concerning proprietary, secret or confidential information used in this Agreement. In the event Supplier becomes debarred, or learns that a person performing on its behalf under this Agreement has been debarred or has become subject of debarment proceedings, Supplier shall promptly notify Rutgers and Rutgers shall have the right to immediately terminate this Agreement without penalty.
- 7.3. **Conflict of Interest.** Supplier represents, warrants and guarantees that there exists no actual, potential or appearance of conflict between Supplier and Rutgers. Furthermore, Supplier represents that it has not offered (and will not offer during the term of this Agreement) any compensation, reward, gift, favor, service, outside employment, reimbursement of expenses, loan, ownership interest, or anything else of value, to any officer, employee, or faculty member of Rutgers as an inducement to enter into or renew this Agreement. Supplier will notify Rutgers in writing of any change in conditions that might give the appearance of a conflict of interest.
- 7.4. **Services.** Supplier represents, warrants and guarantees that any Services provided under this Agreement shall be: (i) conducted in a timely manner, and in accordance with the SOW, applicable law and university policy; (ii) correct and appropriate for the purposes contemplated in this Agreement and befitting an institution of higher learning; and (iii) provided in a skillful, workmanlike and highly-professional manner and consistent with generally accepted industry practices and procedures. Supplier will obtain all required governmental and third-party licenses, approvals, and permits appropriate for the provision of Services and deliverables. Supplier warrants that the Services and deliverables will not infringe or misappropriate the rights of any third-party, and that Supplier has all power and authority to convey ownership of the Services and deliverables to Rutgers in accordance with this Agreement.
- 7.5. **Malware.** Supplier represents, warrants and guarantees that deliverables do not include, and that any method of transmitting the deliverables to Rutgers will not introduce, any program, routine, subroutine, or data (including malicious software or "malware," viruses, worms and Trojan Horses) that are designed to disrupt the proper operation of the

deliverables or any other software or system used by Rutgers, or which, upon the occurrence of a certain event, the passage of time, or the taking of or failure to take any action, will cause the deliverables or any system or software used in connection with the deliverables to be destroyed, damaged or rendered inoperable.

7.6. Merchandise. Supplier represents, warrants and guarantees that any Merchandise provided under this Agreement shall be: (i) provided in accordance with the SOW and/or PO and correct and appropriate for the purposes contemplated in this Agreement; (ii) is fit for the purpose for which similar materials and articles are ordinarily employed; (iii) is free from defects in materials and/or workmanship, and merchantable; (iv) was not manufactured and is not being priced or sold in violation of any federal, state or local law, including without limitation those relating to health and safety; (v) will perform or be performed according to industry standards; and (vi) will not infringe or misappropriate the rights of any third-party. These Warranties shall survive acceptance of and payment for the Merchandise and shall be in addition to any other warranties or service guarantee, express or implied, given by Supplier to Rutgers. Replaced and repaired goods shall be warranted for the remainder of the warranty period or six (6) months, whichever is longer.

7.7. Equipment. Supplier represents, warrants and guarantees that any equipment provided under this Agreement shall be: (i) the manufacturer's latest model in production; (ii) that parts are all in production and not likely to be discontinued; (iii) that trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request may emanate within a 48-hour period; and (iv) that during the warranty period the Supplier shall replace immediately any material which is rejected for failure to meet the requirements of this Agreement.

8. INDEMNIFICATION

Supplier will indemnify, hold harmless and defend Rutgers, its governors, officers, faculty, students, agents, and employees against any and all damages, suits, actions, claims, liabilities, losses, judgments, costs and expenses arising out of or relating to (i) any personal or bodily injury (including death) or property damage caused by Supplier's negligent, willful, or unlawful acts or omissions or breach of this Agreement, (ii) breach of Supplier's confidentiality obligations, or (iii) an infringement or misappropriation of any third-party intellectual property or proprietary rights (including, without limitation, trademark, trade secret, copyright or patent) by the Services or Work Product. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOST PROFITS, LOST BUSINESS OR COST OF PROCUREMENT OF SUBSTITUTE SERVICES.

9. INSURANCE

Supplier shall, and cause its subcontractors of any tier, to maintain, at its own cost and expense, the insurance policies described herein and submit to Rutgers prior to PO issuance as evidence thereof in the form of current certificates of insurance certifying all coverage. All policies and certificates of insurance, except workers' compensation, shall be endorsed to name Rutgers as an additional insured and provide for the insurer's waiver of subrogation in favor of Rutgers. Such coverage shall be deemed primary coverage irrespective of any insurance maintained by Rutgers. All policies and certificates shall contain the provision that the insurance shall not be cancelled for any reason, except after thirty (30) days written notice to Rutgers. Failure to maintain insurance coverage consistent with the provisions of this Section shall be considered a material breach of contract. The following insurance coverage is the minimum required and shall not relieve the Supplier of any liability where liability for injury, death, and property damage is greater than the insurance coverage:

9.1. Commercial General Liability Insurance. Shall cover bodily injury, death or property damage with minimum combined single limits of \$2,000,000.00 per occurrence and in the aggregate. This policy shall be endorsed to name Rutgers as an additional insured and include broad form contractual liability, products liability and completed operations coverage.

9.2. Worker's Compensation and Employer's Liability Insurance. Shall provide statutory coverage in accordance with the Worker's Compensation Laws of the State of New Jersey and Employer's Liability coverage with limits of not less than: \$1,000,000 each employee for Bodily Injury by Accident; \$1,000,000 each employee for Bodily Injury by Disease; and \$1,000,000 Bodily Injury by Disease policy limit.

9.3. Business Automobile Liability Insurance. Shall cover all owned, non-owned and hired vehicles with a combined single limit of \$1,000,000 each accident and in the aggregate.

9.4. Professional Liability or Errors and Omissions Insurance. Shall cover the work under this Agreement in the following amounts, \$1,000,000 per claim, \$3,000,000 in the aggregate.

9.5. Cyber/Privacy Liability Insurance. Shall cover the work under this Agreement with limits/sublimits not less than \$1,000,000, which provides, at a minimum, coverage for: (i) Security and Privacy Liability, including defense and indemnity for liability and damages (including investigations, fines, and penalties) resulting from any failure to protect, misuse, misappropriation, unauthorized disclosure, or other breach of private information and personally identifiable information and Rutgers' data; and (ii) Event Management, including but not limited to data breach notification, public relations, forensics, credit monitoring, and related costs; arising from the Supplier's performance of services. In cases where protected health information (PHI), electronic personal health information (ePHI), electronic medical records (EMR) or FERPA records are involved, insurance with limits/sublimits not less than \$5,000,000 for liability and damages resulting from any misuse, misappropriation, unauthorized disclosure or other breach of private information and personally identifiable

information, arising from the Supplier's performance of services is required. Such damages shall include notification costs and/or forensics costs, fines, penalties, and related damages. The Cyber/Privacy Liability Insurance requirement can be satisfied by a stand-alone policy or by an endorsement to the Commercial General Liability or the Professional Liability/Errors & Omissions policy.

10. OWNERSHIP RIGHTS

10.1. Work Made for Hire. Supplier shall disclose promptly to Rutgers all inventions, discoveries, formulas, processes, computer programs, algorithms, designs, trade secrets, works of authorship whether or not fixed in a tangible medium of expression and other information and know-how (collectively hereinafter "Work Product") made, discovered or developed by Supplier either alone or in conjunction with any other person or entity during the term of this Agreement. Supplier agrees that all Work Product made, discovered, developed, authored, prepared or conceived by Supplier in connection with the furtherance of this Agreement whether alone or in combination with another, whether or not on Rutgers' premises, shall belong solely and exclusively to Rutgers. Supplier acknowledges that no rights whatsoever in the Work Product are retained by Supplier including the right to prepare derivative works and that any work of authorship shall be deemed a work made for hire.

10.2. Work Product Rights. Supplier agrees to and hereby does assign all right, title and interest in and to any Work Product to Rutgers. Rutgers shall have the right to apply for, prosecute, obtain, retain and transfer any and all copyrights, trademarks, registrations, patents or any such similar right or property interest arising from or in connection with the Work Product. Supplier agrees to cooperate with and provide all reasonable assistance to Rutgers, its designees, assignees or licensees in connection with the foregoing.

10.3. Supplier's Rights. Notwithstanding the foregoing, Supplier will retain ownership of its pre-existing and proprietary materials and other intellectual property that may be incorporated into the Work Product, provided that Supplier will inform Rutgers in writing before incorporating any pre-existing material or pre-existing intellectual property into the Work Product. Supplier hereby grants Rutgers a perpetual, irrevocable, royalty-free, worldwide right and license (with the right to sublicense) to freely use, make, have made, reproduce, disseminate, display, perform, and create derivative works based on such pre-existing materials and intellectual property as may be incorporated into the Work Product or otherwise provided to Rutgers in the course of performing the Services.

10.4. Recording Rights. Supplier grants to Rutgers a nonexclusive, nontransferable license and right to make an audio and/or video recording of the services rendered, and to retain a copy of the audio and/or video for the purpose of archival records and certain personal use, such as educational, informational, advertising or other commercial use, provided such use does not result in direct monetary payment to Rutgers. Supplier hereby acknowledges and agrees that Rutgers shall be, and is, the sole owner of all rights, title and interest in and to the audio and/or video, including the copyright.

11. DELIVERY AND TITLE

11.1. Timely Delivery. Time is of the essence in Supplier's performance of this Agreement. Rutgers is relying upon the promised delivery date, installation and/or service performance set forth in this Agreement and basic to Rutgers' acceptance. If Supplier fails to deliver or perform as and when promised, Rutgers, in its sole discretion, may terminate this Agreement, PO, or any part thereof, without prejudice to its other rights, return all or part of any shipment made, and charge Supplier with any loss or expense sustained as a result of such failure to deliver or perform as promised.

11.2. Delivery. Delivery of Merchandise required by this Agreement must be made in the quantities specified by Rutgers. Unless otherwise agreed upon in writing, all Merchandise under this Agreement shall be delivered to Rutgers DDP (delivery duty paid) during Rutgers' normal business hours. Unless otherwise agreed, items received must be new and, if type of materials normally packaged for protection and convenience in storage, shall be in proper container.

11.3. Ownership and Transfer. Supplier certifies that it has all power and authority to convey ownership of the Merchandise to Rutgers in accordance with this Agreement, that the Merchandise is free and clear of all liens and encumbrances, and that Supplier has a good and marketable title to same.

11.4. Title and Risk of Loss; Inspection. Title to and risk of loss shall remain with Supplier until receipt by Rutgers, subject to Rutgers' right of inspection and rejection in the event of nonconformance. For a reasonable time after delivery and before acceptance, Rutgers shall have the right to inspect and test the Merchandise. Rutgers shall notify Supplier if the Merchandise does not conform to this Agreement. At its sole option, Rutgers may return to Supplier any rejected Merchandise. Such rejected goods shall remain at Supplier's risk until returned to Supplier at Supplier's expense. Rutgers may, at its sole option, demand that Supplier promptly correct, repair or replace all nonconforming Merchandise at its sole expense. Payment for Merchandise by Rutgers prior to inspection shall not constitute acceptance thereof and is without prejudice to any and all claims that Rutgers may against the Supplier.

12. COMPLIANCE WITH LAWS; CODES; RULES; REGULATIONS

12.1. Anti-Kickback Statute. Each Party certifies that it shall not violate the federal anti-kickback statute, set forth at 42 U.S.C. §1320a-7b (b) ("Anti-Kickback Statute"), or the federal "Stark Law," set forth at 42 U.S.C. § 1395nn ("Stark Law"), with respect to the performance of its obligations under this Agreement.

12.2. Non-Discrimination in Employment. Rutgers is an Equal Opportunity Employer. Supplier hereby represents that it is an Equal Opportunity Supplier and it and its subcontractors (if any) agree to comply with the laws and regulation pursuant to the New

Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., the Civil Rights Act of 1964, Title VII, 42 U.S.C.A. §200e et seq., the Age Discrimination in Employment Act, 29 U.S.C.A. §621 et seq., the Americans with Disabilities Act, 42 U.S.C.A. §12101 et seq., Executive Order 11246, the Vietnam Era Veterans Readjustment Assistance Act of 1974 and Section 503 of the Vocational Rehabilitation Act of 1973, Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A) as applicable, relating to the notice of employee rights under federal labor laws, and all other laws guaranteeing equal employment.

12.3. Additional Affirmative Action Requirements. If this Agreement is for \$50,000 or greater, and is for a goods or services contract as defined by N.J.A.C. 17:27 Exhibit A is incorporated herein by reference. Supplier is required to provide Rutgers with a copy of either a federally approved Affirmative Action program or a certificate of Employment Information Report. If neither form is available the Supplier must provide a copy of the completed AA-302 form. Certificates must be mailed to University Procurement Services, Rutgers, The State University of New Jersey, Attn: Affirmative Action Administrator: 33 Knightsbridge Road, First Floor, Piscataway, NJ 08854.

12.4. Federal Funding. If this Agreement is funded by the federal government, Supplier is required to comply with all applicable federal laws, which are hereby incorporated by reference as if they were set forth herein, including, but not limited to all laws, regulations and rules. Procurements made with federal funds are subject to compliance with the standards and requirements as set forth in 2CFR, Part 215, OMB Circular A-133, Paragraph 5. All procurement requirements contained in the above Circular are incorporated herein by reference.

12.5. ARRA Funding. If this Agreement is funded from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, Supplier is required to comply with all applicable laws, hereby incorporated by references as if they were set forth herein including, but not limited to the Davis-Bacon Act and Buy American Act.

12.6. Patient Information. In the event that this Agreement involves access to patient care areas and/or access to or use of protected health information, Supplier agrees to execute a Rutgers' Business Associate Agreement or Addendum, as required by the HIPAA Privacy Rule codified at 45 C.F.R. Part 160 and 164, which shall be obtained from the University Director of Privacy.

13. GENERAL TERMS

13.1. Governing Law; Jurisdiction. This Agreement shall be construed in accordance with the laws of the State of New Jersey. The Parties agree that any and all disputes arising out of this Agreement shall be filed and heard in the New Jersey Superior Court, Middlesex County or the United States District Court for the District of New Jersey, and the Parties hereto consent to the jurisdiction of said courts.

13.2. Independent Contractor. Supplier is an independent contractor, and nothing in this Agreement constitutes the Parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking, or allow either Party to create or assume any obligation on behalf of the other Party for any purpose whatsoever. Furthermore, Supplier and its employees or agents, are not, and shall not be considered, employees of Rutgers. Supplier acknowledges full responsibility for compliance with all Federal, State, and City tax regulations regarding taxes that may accrue for the Services, including expenses, if any, paid to Supplier as a result of services rendered to Rutgers. Further, Rutgers will not provide any medical, health, insurance or similar plans or workers' compensation or any other benefit whatsoever to Supplier, its agents or employees. Supplier has no actual authority, nor shall the Supplier give the impression of having apparent authority, to bind or represent Rutgers with regard to any third-parties.

13.3. Subcontracting or Assignment. Supplier shall not assign, delegate or subcontract any of the work or services covered by this Agreement, nor shall any interest in this Agreement be assigned or transferred, without prior written approval of Rutgers.

13.4. Third Parties. This Agreement shall not confer any rights or remedies upon any third-party other than the Parties to this Agreement and their respective successors and permitted assigns.

13.5. Premises. Supplier shall confine its facilities, materials, tools and equipment in areas specified by Rutgers for that purpose. Supplier shall on a daily basis and on completion of Services, clean up and remove all waste materials, rubbish, tools and machinery and leave adjoining premises, driveways and streets free and clear from all obstructions. At the completion of the Services, Supplier shall return Rutgers' site to its original condition or as otherwise required in the SOW. Damages to the premises caused by Supplier or their staff, either intentionally or through negligence, shall be paid for by the Supplier, deducted from the payment, or result in the payment being withheld by Rutgers.

13.6. Alcohol and Drugs. As per Rutgers policy, no intoxicating beverages or substances are allowed on Rutgers property, or in the possession of any person performing under this Agreement. Supplier's employees, agents and guests are prohibited from having alcoholic beverages or controlled dangerous substances on Rutgers property. Supplier shall inform

13.7. all of its employees, agents and guests of this prohibition, and shall assist Rutgers in enforcing this policy. In the event Supplier, its employees, agents or guests arrive at the service location under the influence of intoxicating beverages or substances, Rutgers may terminate this Agreement without liability, and deem such conduct a breach of the Agreement.

13.8. Amendment. No changes to this Agreement shall be made except in writing by Rutgers and signed by Rutgers and Supplier.

13.9. Notices. Any notices regarding this Agreement must be in writing and will be deemed to have been delivered: (i) upon receipt, when delivered personally; (ii) when sent by confirmed electronic mail if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day; or (iii) one business day after deposit with an overnight courier service, in each case properly addressed to the Party to receive the

same. All written notices to be delivered to the Party at the address listed above. Either Party may change its addressee or other information by providing written notice thereof to the other Party.

13.10. Non-Waiver. The failure of either Party to exercise any of its rights under this agreement for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.

13.11. Severability. If any provision of this Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, it shall be ineffective only to the extent of such prohibition and the validity and enforceability of all the remaining provisions shall not be affected thereby.

13.12. Survival. The following sections shall survive termination or expiration of this Agreement: Section 2, 5, 6, 7, 8, 9, 12.3 and 14.

13.13. Remedies. Supplier acknowledges that Rutgers will be irreparably harmed if Supplier's obligations hereunder are not specifically enforced and that Rutgers would not have an adequate remedy at law in the event of an actual or threatened violation by Supplier of its obligations hereunder. Therefore, Supplier agrees and consents that Rutgers shall be entitled to seek an injunction, including preliminary, or any appropriate decree of specific performance for any actual or threatened violation or breach by Supplier or any agent of Supplier, without the posting of any bond, and such other relief as may be just and proper, including the right to recover all losses or damages suffered by Rutgers resulting from any such breach or threatened breach. In the event Rutgers applies to seal any papers produced or filed in any judicial proceedings to preserve confidentiality, Supplier specifically agrees not to oppose such application and to use its best efforts to join such application.

13.14. Use of Name. Supplier will not use the name, insignia, or symbols of Rutgers, its faculties or departments, or any variations or combination thereof, or the name of any governors, faculty member, other employee, or student of Rutgers for any purpose whatsoever without Rutgers' prior written consent.

13.15. Trademark and Licensing. Supplier agrees to comply with all licensing and trademark policies and procedures for goods sold by Supplier with the Rutgers logo. Requirements may be found at <http://ur.rutgers.edu/trademark/index.shtml>. All costs associated with this process will be borne by the Supplier.

13.16. Force Majeure. Neither Party shall be liable for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting there from, due to causes beyond its reasonable control, including but not limited to, acts of God, public enemy or government, riots, fires, natural catastrophe or epidemics. In the event of such failure or delay, the date of delivery or performance shall be extended for a period not to exceed the time lost by reason of the failure or delay; provided that Rutgers may terminate this Agreement if the period of failure or delay exceeds fifteen (15) days. Rutgers shall have no obligation to make any payments to Supplier during the period of failure or delay for any Services affected by the Force Majeure. Each Party shall notify the other promptly of any failure or delay in, and the effect on, its performance.

13.17. Access to Records. Rutgers shall have full access to records, including, but not limited to financial records, in connection with this Agreement. All financial records must be maintained separately from all other accounts and shall be subject to audit by Rutgers upon advanced notice. Supplier shall maintain all documentation related to products, transactions, or services under the contract for a period of five years from date of final payment. Such records shall be made available to the New Jersey Office of State Comptroller upon request.

13.18. Bankruptcy. In the event the Supplier files for bankruptcy protection, this Agreement is automatically null and void, and is terminated without further notice.

13.19. Non-Solicitation. Supplier agrees that, during its engagement by Rutgers and for a period of twelve (12) months thereafter, it will not and will not attempt to, directly or indirectly, influence, solicit or canvass, any employee of Rutgers, to work for Supplier or any individual, partnership, firm, corporation, or other entity associated with Supplier.

Attachment I – Camden Campus

BUILDING #	BUILDING NAME	CAMPUS	STREET #	STREET NAME	CITY	CONTAINER LOCATION	DEPARTMENT	QTY	CONTAINER SIZE	CONTAINER TYPE	COMMODITY	SERVICE FREQUENCY	DAYS OF THE WEEK SERVICED						
													M	T	W	TH	F	S	S
7004	Camden College Center	Camden	326	Penn St	Camden	Lawrence St.	Dining	1	8 YD	Top Load	Single Stream Recycling	5	x	x	x	x	x		
7004	Camden College Center	Camden	326	Penn St	Camden	Lawrence St.	Dining	1	8 YD	Compactor	SOLID WASTE	5	x	x	x	x	x		
7004	Camden College Center	Camden	326	Penn St	Camden	Lawrence St.	Dining	3	64 gal	SOLID WASTE Toters	Single Stream Recycling	3	x		x		x		
7039	Administrative Services Building	Camden	409	N. 4th St.	Camden	ASB - Rear Lot	FMS	1	20 YD	Innovator	Single Stream Recycling	4	x	x		x	x		
7039	Administrative Services Building	Camden	409	N. 4th St.	Camden	ASB - Rear Lot	FMS	1	40 YD	Compactor	SOLID WASTE	On Call							
7039	Administrative Services Building	Camden	409	N. 4th St.	Camden	ASB - Rear Lot	FMS	1	3 YD	Front Load	Sw eepings	On Call							
7039	Administrative Services Building	Camden	409	N. 4th St.	Camden	Ct - Armitage Hall Lot	FMS	1	30 YD	Compactor	Single Stream Recycling	On Call							
7071	Camden Residence Hall	Camden	215	N. 2 St	Camden	3rd St.	Housing	1	2 YD	Compactor	SOLID WASTE	3	x	x			x		
7074	Camden Residence Hall	Camden	215	N. 2 St	Camden	3rd St.	Housing	1	20 YD	Compactor	SOLID WASTE	1					x		
7071	Camden Residence Hall	Camden	215	N. 2 St	Camden	3rd St.	Housing	1	8 YD	Top Load	Single Stream Recycling	3	x	x		x	x		
7196	Camden Student Housing	Camden	330	Cooper St.	Camden	Cooper St. - Rear Lot	Housing	1	30YD	Compactor	Single Stream Recycling	5	x	x	x	x	x		
7196	Camden Student Housing	Camden	330	Cooper St.	Camden	Cooper St. - Rear Lot	Housing	1	2 YD	Compactor	Single Stream Recycling	5	x	x	x	x	x		
7196	Camden Student Housing	Camden	330	Cooper St.	Camden	Cooper St. - Rear Lot	Housing	1	30 YD	Compactor	SOLID WASTE	On Call							
	Rutgers Physical Plant	Camden	409	N 4th St	Camden			1	3YD	Front Load	SOLID WASTE	On Call							
	Rutgers Facility	Camden	4th	Pearl St	Camden			1	30YD	Open Top	SOLID WASTE	On Call							

Attachment I – Newark Campus

BUILDING #	BUILDING NAME	CAMPUS	STREET #	STREET NAME	CITY	CONTAINER LOCATION	DEPARTMENT	QTY	CONTAINER SIZE	CONTAINER TYPE	COMMODITY	SERVICE FREQUENCY	DAYS OF THE WEEK SERVICED						
													M	T	W	TH	F	S	S
7231	165 Washington Street	Newark	166	Washington Street	Newark	Grounds Garage Area	Facilities	1	30 YD	Self Contained Compactor	SOLID WASTE	On - Call	X						
7231	167 Washington Street	Newark	166	Washington Street	Newark	Grounds Garage Area	Facilities	1	30 YD	Self Contained Compactor	Single Stream Recycling	On - Call						X	
7231	168 Washington Street	Newark	166	Washington Street	Newark	Grounds Garage Area	Facilities	1	30 YD	Open Top Dumpster	Metal	On - Call					X		
7231	169 Washington Street	Newark	166	Washington Street	Newark	Grounds Garage Area	Facilities	1	20 YD	Open Top Dumpster	Street Sweeping UNCD	On - Call						X	
7231	170 Washington Street	Newark	166	Washington Street	Newark	Grounds Garage Area	Facilities	1	30 YD	Open Top Dumpster	C&D	On - Call							
7220	Robeson Campus Center	Newark	350	Martin Luther King Blvd	Newark	Loading Dock/Outside	Facilities	1	15 YD	Compactor	SOLID WASTE	On - Call	X						
7220	Robeson Campus Center	Newark	350	Martin Luther King Blvd	Newark	Loading Dock/Outside	Facilities	1	15 YD	Compactor	Single Stream Recycling	2x week					X		X
7220	Bradley Hall	Newark	110	Warren Street	Newark	Loading Dock/Outside	Facilities	1	30 YD	Compactor	SOLID WASTE	On - Call	X						
7230	Bradley Hall	Newark	110	Warren Street	Newark	Loading Dock/Outside	Facilities	1	30 YD	Compactor	Single Stream Recycling	On - Call					X		
7492	CLJ	Newark	123	Washington Street	Newark	Warren Place Cage Area/Outside	Facilities	1	15 YD	Compactor	SOLID WASTE	On - Call	X						
7225	Hill Hall	Newark	360	Martin Luther King Blvd	Newark	Warren Street Driveway/Central Heating Plant	Facilities	1	30 YD	Compactor	SOLID WASTE	On - Call	X						
7223	Smith Hall	Newark	101	Warren Street	Newark	Loading Dock/Outside	Facilities	1	15 YD	Compactor	SOLID WASTE	On - Call	X						
7491	1 Washington Park	Newark	1	Washington Street	Newark	Essex Street Loading Dock	Facilities	1	35 YD	Compactor	SOLID WASTE	3x week (Summer) 1x week (Fall/Winter/Spring)	X				X		X
7496	15 Washington Street (S.I. New House Center)	Newark	15	Washington Street	Newark	Essex Street Loading Dock	Housing	1	20 YD	Self Contained Compactor	SOLID WASTE	1x week						X	
7496	16 Washington Street (S.I. New House Center)	Newark	15	Washington Street	Newark	Essex Street Loading Dock	Housing	1	4 YD	Rear Load	Single Stream Recycling	1x week						X	
7496	Woodward Residence/Stonsby	Newark	91	Bleeker Street	Newark	Loading Dock Outside 100 Central Avenue	Housing	1	20 YD	Self Contained Compactor	SOLID WASTE	1x week	X						
7237	Talbot	Newark	101	Central Avenue	Newark	Driveway/Outside	Housing	4	2 YD	K Pack Compactor built into building	SOLID WASTE	6x week	X			X	X	X	X
7496	Woodward Residence/Stonsby	Newark	91	Bleeker Street	Newark	Loading Dock Outside 100 Central Avenue	Housing	1	10 YD	Front Load	Cardboard	1x week	X						
7496	Woodward Residence/Stonsby	Newark	91	Bleeker Street	Newark	Loading Dock Outside 100 Central Avenue	Housing	2	2 YD	Compactor	Single Stream Recycling	1x week	X						

Attachment I – RBHS North

BUILDING #	BUILDING NAME	CAMPUS	STREET #	STREET NAME	CITY	CONTAINER LOCATION	DEPARTMENT	QTY	CONTAINER SIZE	CONTAINER TYPE	COMMODITY	SERVICE FREQUENCY	DAYS OF THE WEEK SERVICED						
													M	T	W	TH	F	S	
7251	Doctor's Office Center	RBHS NORTH	90	Bergen Street	New ark	Loading Dock	Facilities	1	30YD	Compactor	SOLID WASTE	1					X		
7252	Stanley S. Bergen Building	RBHS NORTH	65	Bergen Street	New ark	Loading Dock	Facilities	1	30YD	Compactor	SOLID WASTE	1			X				
7255	International Center for Public Health	RBHS NORTH	225	Warren Street	New ark	Loading Dock	Facilities	1	30YD	Compactor	SOLID WASTE	1				X			
7257	Medical Sciences Building	RBHS NORTH	185	South Orange Avenue	New ark	Loading Dock	Facilities	2	30YD	Compactor	SOLID WASTE	1			X			X	
7258	Behavioral Health Sciences Building	RBHS NORTH	183	South Orange Avenue	New ark	Loading Dock	Facilities	1	30YD	Compactor	SOLID WASTE	1			X				
7261	Power Plant	RBHS NORTH	235	Norfolk Street	New ark	Parking Lot	Facilities	1	20YD	Open Top Dumpster	Single Stream Recycling	1					X		