



A Public Agency

REQUEST FOR QUALIFICATIONS (RFQ)

ELECTRONIC ANNUAL REPORTING SERVICES

Issued: February 13, 2023

Submission Deadline: March 13, 2023, 12:00 PM

South Bayside Waste Management Authority (SBWMA) / RethinkWaste

Attention: Joanne Nghiem, Management Analyst

610 Elm Street, Suite 202

San Carlos, CA 94070

bids@rethinkwaste.org

Table of Contents

| | |
|---|----|
| 1. BACKGROUND | 2 |
| 2. PURPOSE AND GENERAL CONDITIONS | 2 |
| 3. SCOPE OF WORK | 3 |
| 4. DESIRED QUALIFICATIONS | 5 |
| 5. TERM OF AGREEMENT | 5 |
| 6. PROCEDURE FOR SUBMITTING QUESTIONS AND INQUIRIES | 5 |
| 7. SUBMITTAL REQUIREMENTS | 5 |
| 8. RIGHT TO CONTRACT FOR SELECTED SERVICES | 6 |
| Attachment A: Qualification Certification | 8 |
| Attachment B: Client Reference Form..... | 10 |

1. BACKGROUND

The South Bayside Waste Management Authority (SBWMA or RethinkWaste) is a Joint Powers Authority of eleven public agencies (Belmont, Burlingame, East Palo Alto, Foster City, Hillsborough, Menlo Park, Redwood City, San Carlos, San Mateo, the County of San Mateo and the West Bay Sanitary District) in San Mateo County, California formed in 1982.

RethinkWaste owns and manages the Shoreway Environmental Center, which receives all the recyclables, organic materials, and garbage collected in its service area. RethinkWaste provides strategic oversight, support, and management of service providers that collect, process, recycle, and dispose of materials for the 11 Member Agencies.

The mission of RethinkWaste is to cost effectively design, implement, and manage innovative waste reduction and recycling programs and facility infrastructure that fulfills our fiduciary responsibilities to our Member Agencies while achieving community environmental and economic goals.

Through issuance of this Request for Qualifications (RFQ), RethinkWaste seeks an experienced and qualified firm to prepare and submit ten Electronic Annual Reports (EARs) to the Department of Resource, Recovery and Recycling (CalRecycle) on behalf of the Agency's nine cities and towns and one sanitary district.

Submittals to RethinkWaste will be considered public records and will be made available for public review upon request after conclusion of this RFQ process and contract execution.

2. PURPOSE AND GENERAL CONDITIONS

This RFQ provides information for interested firms to prepare a written proposal.

ADDENDA. Should it be necessary for RethinkWaste to issue addenda during the proposal period, RethinkWaste will endeavor to notify the known holders of this RFQ. The addenda will be posted on RethinkWaste's web site for any interested parties to review. Proposals should include a notation that the firm is aware of all the addenda which have been issued and has incorporated their provisions in their proposal.

ADDITIONAL INFORMATION. RethinkWaste reserves the right to request additional information or clarification from proposers where it may serve RethinkWaste's best interest.

ADDITIONAL SERVICES. The Scope of Work describes the minimum work to be accomplished. Upon final selection of the firm, the Scope of Work may be modified and refined during negotiations with RethinkWaste.

AWARD OF PROPOSAL. RethinkWaste reserves the right to negotiate final terms with the selected firm, if any. Award may be made to the firm offering the most advantageous proposal after consideration of all evaluation criteria.

COMPLIANCE WITH LAWS. All proposals shall comply with current federal, state, and other laws relative thereto.

CANCELLATION OF SOLICITATION. RethinkWaste may cancel this solicitation at any time.

COSTS. RethinkWaste is not liable for any costs incurred by firms before entering into a formal contract. Costs of developing the proposals, or any other such expenses incurred by the firm in responding to this RFQ, are entirely the responsibility of the firm, and shall not be reimbursed in any manner by RethinkWaste. No reimbursable cost may be incurred in anticipation of award.

IRREGULARITIES. RethinkWaste reserves the right to waive non-material irregularities if such would be in the best interest of RethinkWaste as determined by the Executive Director.

NON-DISCRIMINATION. The firm submitting a proposal must represent and warrant that it does not and will not discriminate against any employee or applicant for employment because of race, religion, gender, color, national origin, sexual orientation, ancestry, marital status, physical condition, pregnancy or pregnancy related conditions, political affiliation or opinion, age or medical condition.

NO OBLIGATION. The release of this RFQ does not obligate or compel RethinkWaste to enter into a contract or agreement.

OWNERSHIP. All data, documents, and other products used or developed during the RFQ process become the property of RethinkWaste upon submission.

PROPOSAL, REJECTION OF. RethinkWaste reserves the right to reject any or all proposals or any part of a proposal.

PUBLIC RECORD. All proposals submitted in response to this RFQ will become the property of RethinkWaste upon submittal and a matter of public record pursuant to applicable law.

REPRESENTATIONS. The firms submitting proposals must understand and acknowledge that the representations made in their submitted proposal are material and important, and will be relied on by RethinkWaste in its evaluation. A firm's misrepresentation shall be treated as fraudulent concealment from RethinkWaste of the facts relating to the proposal.

RFQ PART OF AGREEMENT. Should an agreement be awarded, this Request for Quotes may become part of the agreement between RethinkWaste and the successful firm.

SEVERABILITY. If any provisions or portion of any provision of this Request for Quotes are held invalid, illegal, or unenforceable, they shall be severed from the Request for Quotes and the remaining provisions shall be valid and enforceable.

VALIDITY. Proposals must include a statement guaranteeing that they be valid for a period of no less than ninety (90) days from the due date.

3. SCOPE OF WORK

RethinkWaste seeks a firm to prepare, complete, and submit ten Electronic Annual Reports to CalRecycle on behalf of the Agency's nine cities and towns, and one sanitary district by the annual deadline of August 1st. The ten Member Agencies include the cities of Belmont, Burlingame, East Palo Alto, Foster City, Menlo Park, Redwood City, San Carlos, and San Mateo, and the town of Hillsborough and the West Bay Sanitary District. The reporting does not include the RethinkWaste Member Agency County of San Mateo.

Note, as a sanitary district, West Bay Sanitary District is not required to submit the full EAR. The submission only includes SLCP-required reporting.

Firms will request, collate, and analyze all the necessary information needed to successfully complete the EAR. Much of the detailed reporting information will be provided by RethinkWaste’s service area waste hauler (Recology San Mateo County), RethinkWaste staff, and the Agency’s recycling program tracker “Recyclist”, including, but not limited to currently, information on large venues and events; Mandatory Commercial Recycling, Mandatory Organics Recycling, and SLCP program implementation, monitoring, and outreach; and organics infrastructure and barriers. If necessary, the firm will also help Member Agencies include updates to the SRREs in the EARs.

CalRecycle’s EAR requires showing each Member Agency’s progress in reducing solid waste, meeting their per capita disposal targets, and implementing successful diversion programs. Each EAR currently includes calculation of the jurisdiction’s compliance with the city-specific per capita disposal targets and a status report on planned and implemented SRRE, Household Hazardous Waste programs, and SLCP. Each annual report will be completed using CalRecycle’s EAR system. **All RFQ responders are strongly encouraged to review the [Jurisdiction Electronic Annual Report \(EAR\) Help document](#) provided by CalRecycle to understand the scope of this work.** Additionally, webinars about the Electronic Annual Reports and SLCP reporting can be found on CalRecycle’s [Model Reporting Tools](#) webpage. All previous EAR’s will be provided to the chosen firm for all ten Member Agencies.

The selected firm will work closely with and discuss program status with the RethinkWaste service area waste hauler (Recology San Mateo County), RethinkWaste staff, San Mateo County staff, each of the ten Member Agency’s staff, and others as appropriate to produce a draft and final version of the EARs. There may be virtual meetings with any or all of these parties, as necessary. Final reports will be approved by each Member Agency’s chosen representatives before final submittal.

It is anticipated the firm will work to closely follow the Schedule for the 2022 Annual Report to CalRecycle listed below.

| WORK PRODUCT/MILESTONE | COMPLETION DATE |
|--|-----------------|
| Request for Information Letter sent to Member Agency staff, Recology San Mateo County, and RethinkWaste staff. | May 15, 2023 |
| Deadline to receive information from Member Agency staff, Recology San Mateo County, and RethinkWaste staff. | June 9, 2023 |
| Draft consolidated program notes for RethinkWaste review | June 30, 2023 |
| Send Draft Electronic Annual Reports to RethinkWaste and Member Agencies for review | July 10, 2023 |
| Final Approval from RethinkWaste and Member Agencies | July 21, 2023 |
| Final EAR submitted electronically to CalRecycle | July 31, 2023 |

4. DESIRED QUALIFICATIONS

RethinkWaste is seeking a firm with experience in the preparation, completion, and submission of Electronic Annual Reports to CalRecycle. The successful firm shall demonstrate that it has the appropriate professional and technical background as well as access to adequate resources to fulfill and execute the stated scope of services. Any experience with similar projects for agencies similar to those of RethinkWaste should be noted.

5. TERM OF AGREEMENT

It is anticipated that RethinkWaste and the selected firm will enter into a contract for one year commencing on or about May 1, 2023 and ending April 30, 2024, with the potential extension of up to two (2) one-year terms at the RethinkWaste's sole discretion. The selected firm will be expected to execute RethinkWaste's standard Professional Services Agreement, a draft of which is attached to this RFQ.

6. PROCEDURE FOR SUBMITTING QUESTIONS AND INQUIRIES

All communications about this RFQ must be directed to Joanne Nghiem in writing via email at bids@rethinkwaste.org by February 21, 2023 by 4:00 pm. RethinkWaste will provide a written response to all questions in the form of an Addendum to this RFQ posted online by **February 24, 2023, if necessary.**

7. SUBMITTAL REQUIREMENTS

Firms must submit sufficient information, as outlined below, for RethinkWaste to evaluate the firm's qualifications and proposal quality. Selection will be based on a combination of the cover letter, firm and staff qualifications, cost, understanding of scope of work and proposal, delivery schedule, and references.

To be deemed responsive to this RFQ, the firm's submittals must be received by e-mail only bids@rethinkwaste.org no later than March 13, 2023, at 12:00 p.m.

See below for anticipated RFQ Process and Firm Selection Timeline

| ITEM | DUE DATE |
|--|------------------------------------|
| RFQ Released | February 13, 2023 |
| Deadline for Submitting Questions to RethinkWaste by 4:00 p.m. | February 21, 2023 |
| RethinkWaste to provide written responses to questions, if necessary. | February 24, 2023 |
| <u>Proposal Must Be Submitted via email by 12:00 p.m. to:</u> Joanne Nghiem RethinkWaste (650) 610-1621 bids@rethinkwaste.org | March 13, 2023 |
| Review of submittals, selection and contract negotiations. | March 13, 2023 – April 14, 2023 |
| Commence Services | May 1, 2023 |

Please label the email subject line "Response to RFQ — Electronic Annual Reporting Services". Please include both a PDF version and the source file (e.g., Word or Excel file) of all documents submitted.

Submittals should be concise and responsive, based on these guidelines:

1. **Cover Letter** - A maximum two (2) page cover letter must be provided describing the firm, date established, main services, key qualifications and prior experience. The individual authorized to contractually bind the firm should sign the cover letter.
2. **Description of Qualifications** – Describe the firm’s qualifications, expertise and prior specific related experience, and proposed use of subcontractors (if any). RethinkWaste prefers that the firms explain their specific qualifications related to the anticipated scope of work in this section, and that a more general description of qualifications and experience be reserved for the cover letter.
3. **Approach** - A maximum two (2) page proposal shall describe the recommended approach to successfully execute the noted scope of work in a timely and cost-effective manner. The approach to the scope of work shall be of such detail to demonstrate the firm’s ability to accomplish the project objectives. In this section, include a minimum of three (3) examples of similar projects/programs/campaigns they have worked on, the scope of work, timing, cost and list of staff that conducted the work.
4. **References** – Provide the names and contact information of at least three (3) references for which similar services have been provided in the last three (3) years. Please include other public agencies if the firm has such references.
5. **Costs** - A maximum two (2) page proposed budget shall provide the specific hours and costs for each project task and shall delineate the staff responsible for each and whether they will be done in-house or by sub-contractors and their hourly rate. All additional costs and contingency must be clearly delineated. RethinkWaste envisions the total project cost will not exceed \$40,000 a year.
6. **Qualification Certification** – Complete Attachment A
7. **Client Reference Form** – Complete Attachment B

8. RIGHT TO CONTRACT FOR SELECTED SERVICES

RethinkWaste, at its sole option, will select the firm which best fulfills the requirements and provides the best value to RethinkWaste.

RethinkWaste reserves the right to contract for selected services relating to this proposal from any firm, in part or in whole.

An evaluation panel will review all proposals submitted. Discussions may, at RethinkWaste’s option, be conducted with any firm. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the RFQ’s requirements. Responding firms shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. Overall responsiveness to the RFQ is an important factor in the evaluation process.

The criteria used as a guideline in the evaluation will include, but not be limited to, the following:

- Qualifications and experience of the firm, including capability and experience of key personnel and experience with other public or private agencies to provide such EAR services.
- Responsiveness to the RFQ process and general provisions and understanding of the Scope of Work as evidenced by submitted proposal.
- History of successfully performing services for public or private agencies.
- Ability to meet any necessary timelines or other requirements.
- References.
- Costs.

Attachment A: Qualification Certification

| | |
|------------------------|--|
| FIRM NAME | |
| ADDRESS | |
| TELEPHONE # | |
| CONTACT EMAIL | |
| CONTACT NAME AND TITLE | |

FIRM REPRESENTATIONS

1. Firm additionally certifies that neither firm nor its principals are presently disbarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, any California State agency, or any local governmental agency.
2. Firm certifies that it did not receive unauthorized information from any RethinkWaste staff member, contractor, or Board Member during the RFQ response period except as provided for in this RFQ package or through formal addenda, if any, issued by RethinkWaste.
3. The firm certifies that no conflicts of interest, whether actual or perceived, would arise if awarded a contract by RethinkWaste and that it has disclosed any potential conflicts in its response to this RFQ.
4. The firm hereby certifies that the information contained in the Proposal and all accompanying documentation is true and correct.
5. Please check the appropriate box below:
 - If an *individual* submits a response to this RFQ, he or she shall sign it. If he or she is doing business under a fictitious name, the response shall so state.
 - If a response to this RFQ is submitted by a *partnership*, the full names and addresses of all members and the address of the partnership shall be stated and the response shall be signed for all members by one or more members thereof.
 - If a *corporation* submits a response to this RFQ, an authorized officer or officers of the corporation shall sign it in the corporate name.
 - If a *limited liability company (LLC)* submits a response to this RFQ, an authorized officer or officers shall sign it in the LLC's name.
 - If a response to this RFQ is signed by a *joint venture*, the full names and addresses of all members of the joint venture shall be stated and a representative of each individual entity shall sign it.

Attachment A – Qualification Certification (continued)

By signing below, the submittal pursuant to this RFQ shall be deemed a representation and certification by the client that they have investigated all aspects of the RFQ, that they are aware of the applicable facts pertaining to the RFQ process, its procedures and requirements, and that the client has read and understands the RFQ.

| |
|---|
| Authorized Representative Name: (Signature) |
| Authorized Representative Name: (Print name) |
| Authorized Representative Title and Entity: (Print title and entity) |
| Complete additional signatures below as required. |
| Authorized Representative Name: (Signature) |
| Authorized Representative Name: (Print name) |
| Authorized Representative Title and Entity: (Print title and Entity) |
| Authorized Representative Name: (Signature) |
| Authorized Representative Name: (Print name) |
| Authorized Representative Title and Entity: (Print title and entity) |

Attachment B: Client Reference

A Public Agency

Form

Provide the names and contact information of at least three (3) references for which similar services have been provided in the last three (3) years.

Previous Client Reference Worksheet

| | |
|---|--|
| Name of Company or Agency | |
| Address | |
| | |
| | |
| Customer Contact Name(s), Address, Phone Number(s) and Email | |
| | |
| | |
| | |
| Brief description of work performed for this client (use additional sheets if necessary): | |

Attachment
Draft Professional Services Agreement
for
Electronic Annual Reporting Services

PROFESSIONAL SERVICES AGREEMENT
FOR
ELECTRONIC ANNUAL REPORTING SERVICES

This Agreement is made and entered into as of the day of Month, 20 Year by and between the SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY hereinafter called "AUTHORITY" and Consultant Name hereinafter called "CONSULTANT".

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

- A. That AUTHORITY desires to engage CONSULTANT to provide professional services;
- B. That CONSULTANT is qualified to provide such services to the AUTHORITY and;
- C. That the AUTHORITY has elected to engage the services of CONSULTANT upon the terms and conditions as hereinafter set forth.

- 1. Services. The services to be performed by CONSULTANT under this Agreement shall include those services set forth in Exhibit A, attached hereto and, by this reference, made a part hereof ("Services").

Performance of the Services specified in Exhibit A is hereby made an obligation of CONSULTANT under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of the parties.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in Exhibit A.

- 2. Term. The term of this Agreement shall commence upon the date hereinabove written through , unless terminated earlier pursuant to Section 10 of this Agreement. AUTHORITY, in its sole discretion, has the option to extend this agreement for two additional one year terms by giving written notice to CONSULTANT no later than ninety (90) days before the end of the then existing term.

- 3. Schedule. Time is of the essence in the performance of Services under this Agreement. CONSULTANT shall complete the Services within the term of this Agreement and in accordance with the schedule set forth in Exhibit A. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by CONSULTANT in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the CONSULTANT. AUTHORITY'S agreement to extend the term or the schedule for performance shall not preclude recovery of damages for delay if the extension is required due to the fault of CONSULTANT.

- 4. Compensation; Expenses; Payment. AUTHORITY shall compensate CONSULTANT for all Services performed by CONSULTANT hereunder in an amount based upon CONSULTANT's hourly rates during the time of the performance of the Services. A copy of CONSULTANT's hourly rates for which Services hereunder shall be performed are set forth in CONSULTANT's fee schedule included in Exhibit A, attached hereto and by this reference incorporated herein.

Notwithstanding the foregoing, the combined total of compensation and reimbursement of costs payable hereunder shall not exceed the sum written NTE Amount (\$NTE Amount) unless the performance of Services and/or reimbursement of costs and expenses in excess of said amounts

have been approved in advance of performing such Services or incurring such costs and expenses by AUTHORITY's Executive Director (for contracts less than \$60,000) or AUTHORITY Board (for contracts \$60,000 or more) evidenced by motion duly made and carried.

Compensation and reimbursement of costs and expenses hereunder shall be payable upon monthly billing therefor by CONSULTANT to AUTHORITY, which billing shall include an itemized statement, briefly describing by task and labor category or cost/expense items billed as, as more particularly described in Exhibit B, attached hereto and by this reference made a part hereof.

5. Additional Services. In the event AUTHORITY desires the performance of additional services not otherwise included within the Services described in Exhibit A, such services shall be authorized in advance of the performance thereof by AUTHORITY's Executive Director (for contracts less than \$60,000) or AUTHORITY Board (for contracts \$60,000 or more) by motion duly made and carried. Such amendment to this Agreement shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefor, the time of performance thereof, and such other matters as the parties deem appropriate for the accomplishment of such services. Except to the extent modified by written amendment, all other terms and conditions of this Agreement shall be deemed incorporated in each such amendment.
6. Records. CONSULTANT shall keep and maintain accurate records of all time expended and costs and expenses incurred relating to Services to be performed by CONSULTANT hereunder. Said records shall be available to AUTHORITY for review and copying during regular business hours at CONSULTANT's place of business or as otherwise agreed upon by the parties.
7. Reliance on Professional Skill of CONSULTANT. CONSULTANT represents that it has the necessary professional skills to perform the Services required and the AUTHORITY shall rely on such skills of the CONSULTANT to do and perform the work. In performing Services hereunder CONSULTANT shall adhere to the standards generally prevailing for the performance of expert consulting services similar to those to be performed by CONSULTANT hereunder.
8. Documents. All documents, plans, drawings, renderings, and other papers, or copies thereof, as finally rendered, prepared by CONSULTANT pursuant to the terms of this Agreement, shall, upon preparation and delivery to AUTHORITY, become the property of AUTHORITY.
9. Relationship of Parties. It is understood that the relationship of CONSULTANT to the AUTHORITY is that of an independent contractor and all persons working for or under the direction of CONSULTANT are its agents or employees and not agents or employees of the AUTHORITY.
10. Termination or Suspension of Agreement or Services.
 - (a) The AUTHORITY may suspend the performance of the Services, in whole or in part, or terminate this Agreement, with or without cause, by giving ten (10) days prior written notice thereof to CONSULTANT. Upon receipt of such notice, CONSULTANT will immediately discontinue its performance of the Services.
 - (b) CONSULTANT may terminate this Agreement or suspend its performance of the Services by giving thirty (30) days prior written notice thereof to AUTHORITY, but only in the event of a substantial failure of performance by AUTHORITY.
 - (c) Upon such suspension or termination, CONSULTANT shall deliver to the AUTHORITY immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by CONSULTANT or its contractors, if any, or given to CONSULTANT or its contractors, if any, in connection with this Agreement. Such materials will become the property of AUTHORITY.

- (d) Upon such suspension or termination by AUTHORITY, CONSULTANT will be paid for the Services rendered or materials delivered to AUTHORITY in accordance with the scope of services on or before the effective date (i.e., 10 days after giving notice) of suspension or termination; provided, however, if this Agreement is suspended or terminated on account of a default by CONSULTANT, AUTHORITY will be obligated to compensate CONSULTANT only for that portion of CONSULTANT's services which are of direct and immediate benefit to AUTHORITY as such determination may be made by the Executive Director acting in the reasonable exercise of his/her discretion. The following Sections will survive any expiration or termination of this Agreement: 11, 12, 13, 10(d), and 15.
- (e) No payment, partial payment, acceptance, or partial acceptance by AUTHORITY will operate as a waiver on the part of AUTHORITY of any of its rights under this Agreement.

11. Indemnity. To the fullest extent allowed by law, CONSULTANT hereby agrees to defend, indemnify, and save harmless AUTHORITY, its boards, officers, employees and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, AUTHORITY, its boards, officers, employees, and agents caused by, or alleged to have been caused by, the negligence, intentional tortuous act or omission, or willful misconduct of CONSULTANT, its officers, employees, subcontractors or agents in the performance of any services or work pursuant to this Agreement.

The duty of CONSULTANT to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement.

12. Insurance. CONSULTANT shall acquire and maintain Workers' Compensation, employer's liability, commercial general liability, owned and non-owned and hired automobile liability, professional liability and cyber liability insurance coverage relating to CONSULTANT's services to be performed hereunder covering AUTHORITY's risks in form subject to the approval of the AUTHORITY Attorney and/or AUTHORITY's Risk Manager. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event, shall be as follows:

| <u>Insurance Category</u> | <u>Minimum Limits</u> |
|------------------------------|--|
| Workers' Compensation | statutory minimum |
| Employer's Liability | \$1,000,000 per accident for bodily injury or disease |
| Commercial General Liability | \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage |
| Automobile Liability | \$1,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to CONSULTANT's vehicle usage in performing services hereunder) |

| | |
|------------------------|---|
| Professional Liability | \$1,000,000 per claim and aggregate |
| Cyber Liability | \$1,000,000 per claim and annual aggregate with a carrier with an A.M. Best rating of A VI (also titled Network Security/Cyber/Privacy liability) |

The requirements for coverage and limits shall be the greater of either (1) the minimum coverage and limits specified in this Agreement or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured.

CONSULTANT agrees to include with all subcontractors in their subcontracts the same requirements and provisions of this agreement including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by CONSULTANT shall agree to be bound to CONSULTANT and AUTHORITY in the same manner and to the same extent as CONSULTANT is bound to AUTHORITY under this Agreement and its accompanying documents. Subcontractors shall further agree to include these same provisions with any sub-subcontractors. A copy of the indemnity and insurance provisions of this Agreement will be furnished to the Subcontractor upon request. CONSULTANT shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the subcontract agreement and will provide proof of compliance to the AUTHORITY prior to commencement of any work by the subcontractor.

Applicable to Workers Compensation, Employers Liability, Commercial General Liability, and Automobile Liability policies, concurrently with the execution of this Agreement, CONSULTANT shall, on the Insurance Coverage form provided in Exhibit C, or equivalent, furnish AUTHORITY with certificates and copies of information or declaration pages of the insurance required hereunder and, with respect to evidence of commercial general liability and automobile liability insurance coverage, original endorsements:

- (a) Precluding cancellation or reduction in per occurrence limits before the expiration of thirty (30) days (10 days for nonpayment) after AUTHORITY shall have received written notification of cancellation in coverage or reduction in per occurrence limits by first class mail;
- (b) Naming the South Bayside Waste Management Authority, its officers, boards, employees, and agents, as additional insureds; and
- (c) Providing that CONSULTANT's insurance coverage shall be primary insurance with respect to South Bayside Waste Management Authority, its officers, boards, employees, and agents, and any insurance or self-insurance maintained by AUTHORITY for itself, its officers, boards, employees, and agents shall be in excess of CONSULTANT's insurance and not contributory with it. CONSULTANT and its insurer may not seek contribution from AUTHORITY's insurance or self-insurance.

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of AUTHORITY, to the extent required by this Agreement, before the AUTHORITY's

¹ Note: Professional liability insurance coverage is not required if the CONSULTANT is not providing a service regulated by the state. (Examples of service providers regulated by the state are insurance agents, professional engineers, doctors, certified public accountants, lawyers, etc.) Please check and initial the following if professional liability is **NOT** required for this agreement. Recommended _____ [Project Manager] Approved _____ [Risk Manager]

insurance or self-insurance may be called upon to protect AUTHORITY as a named Insured.

All self-insured retentions (SIR) must be disclosed to AUTHORITY for approval and shall not reduce the limits of liability coverage. Policies containing and SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named CONSULTANT/Named Insured or AUTHORITY.

AUTHORITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Any and all Subcontractors shall agree to be bound to CONSULTANT and AUTHORITY in the same manner and to the same extent as CONSULTANT is bound to AUTHORITY under this Agreement. Subcontractors shall further agree to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, in any agreement with sub-subcontractors to the extent that they apply to the scope of the sub-subcontractor's work. A copy of the indemnity and insurance provisions of this Agreement shall be furnished to any subcontractor upon request.

CONSULTANT shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following completion of Services. In the event CONSULTANT fails to obtain or maintain completed operations coverage as required by this Agreement, the AUTHORITY at its sole discretion may purchase the coverage required and the cost will be paid by CONSULTANT.

13. WORKERS' COMPENSATION. CONSULTANT certifies that he is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and CONSULTANT certifies that he will comply with such provisions before commencing the performance of the work of this agreement.
14. NON-DISCRIMINATION. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, advancement, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT shall at all times be in compliance with the requirements of the Federal Americans With Disabilities Act (Public Law 101-336) which prohibits discrimination on the basis of disability by public entities. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the AUTHORITY setting forth the provisions of this non-discrimination clause.
15. Notice. All notices required by this Agreement shall be given to the AUTHORITY and CONSULTANT in writing, by first class mail, postage prepaid, addressed as follows:

AUTHORITY: Rethink Waste
610 Elm Street, Suite 202
San Carlos, CA 94070
Attention: TJ Carter, Recycling and Compliance Program
Manager
Joanne Nghiem, Management Analyst III

CONSULTANT: **Contractor**
Contact
Address
Phone:
Email:

16. Non-Assignment. This Agreement is not assignable either in whole or in part.
17. Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.
18. Validity. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
19. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California. In the event of litigation between the parties hereto to enforce any provision of the Agreement, the unsuccessful party will pay the reasonable attorney's fees and expenses of litigation of the successful party.
20. Mediation. Should any dispute arise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement and each party shall bear its own legal costs.
21. Conflict of Interest. VENDOR may serve other clients, but none that would place VENDOR in a "conflict of interest" as that term is defined in State law.
22. Entire Agreement. This Agreement, including Exhibits A, B, and C, comprises the entire Agreement.
23. Authorization. This Agreement becomes effective when endorsed by both parties in the space provided below. The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.
24. Counterparts. This Agreement may be signed in multiple counterparts, which shall, when executed by all the parties, constitute a single binding agreement.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have caused this Agreement to be executed on the date first written above.

SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY

Dated: _____

Joe LaMariana, Executive Director

ATTEST:

Dated: _____

Cyndi Urman, Board Secretary

APPROVED AS TO FORM

Dated: _____

Jean Savaree, Legal Counsel

CONSULTANT

Dated: _____

Type Name & Title of CONSULTANT Authorized to Sign

EXHIBIT A

SCOPE OF WORK, WORK SCHEDULE, AND FEE SCHEDULE FOR ELECTRONIC ANNUAL REPORTING SERVICES

INTRODUCTION

The CalRecycle Electronic Annual Reports (EAR) describes the progress a jurisdiction has made in achieving the requirements of the Integrated Waste Management Act of 1989, the Per Capita Disposal Measurement Act of 2008, and the Short-Lived Climate Pollutants (SLCP): Organic Waste Reductions strategy (SB 1383). The report summarizes each jurisdiction's progress in reducing solid waste as required by California State Law.

The AUTHORITY provides support on behalf of ten Member Agencies to prepare and submit EARs to CalRecycle.

SCOPE OF WORK

CONSULTANT shall prepare, complete, and submit ten Electronic Annual Reports to CalRecycle on behalf of the AUTHORITY'S nine cities and towns, and one sanitary district by the annual deadline of August 1st. The ten Member Agencies include the cities of Belmont, Burlingame, East Palo Alto, Foster City, Menlo Park, Redwood City, San Carlos, and San Mateo, and the town of Hillsborough and the West Bay Sanitary District. The reporting does not include the AUTHORITY'S Member Agency County of San Mateo. Note, as a sanitary district, West Bay Sanitary District is not required to submit the full EAR. The submission only includes SLCP-required reporting.

CONSULTANT shall request, collate, and analyze all the necessary information needed to successfully complete the EAR. Much of the detailed reporting information will be provided by the AUTHORITY'S service area waste hauler (Recology San Mateo County), AUTHORITY staff, and the AUTHORITY'S recycling program tracker "Recyclist", including, but not limited to currently, information on large venues and events; Mandatory Commercial Recycling, Mandatory Organics Recycling, and SLCP program implementation, monitoring, and outreach; and organics infrastructure and barriers. If necessary, CONSULTANT shall also help Member Agencies include updates to the SRREs in the EARs.

AUTHORITY shall provide to CONSULTANT all previous EAR's for all ten Member Agencies.

CONSULTANT shall work closely with and discuss program status with the AUTHORITY'S service area waste hauler (Recology San Mateo County), AUTHORITY staff, San Mateo County staff, each of the ten Member Agency's staff, and others as appropriate to produce a draft and final version of the EARs. There may be virtual meetings with any or all of these parties, as necessary. Final reports shall be approved by each Member Agency's chosen representatives before final submittal.

Task 1:

Describe task

Deliverables:

Task 2:

Describe task

Deliverables:

SCHEDULE OF PERFORMANCE

CONSULTANT shall perform Services so as to complete each milestone within the number of days/weeks specified below. The time to complete each milestone may be increased or decreased by mutual written agreement of the project managers for CONSULTANT and AUTHORITY so long as all Services are completed within the term of the Agreement. CONSULTANT shall provide a detailed schedule of Services consistent with the schedule below within 2 weeks of receipt of the notice to proceed.

| Milestones | Completion |
|--------------------------|-------------------|
| No. of Days/Weeks | From NTP |
| 1. | |
| 2. | |
| 3. | |
| 4. | |
| 5. | |
| 6. | |
| 7. | |
| 8. | |
| 9. | |
| 10. | |

COMPENSATION

The AUTHORITY agrees to compensate the CONSULTANT for professional services performed in accordance with the terms and conditions of this Agreement, and as set forth in the budget schedule below. Compensation shall be calculated based on the hourly rate schedule set forth below up to the not to exceed budget amount for each task set forth below.

CONSULTANT shall perform the tasks and categories of Services as outlined and budgeted below. The AUTHORITY’s Project Manager may approve in writing the transfer of budget amounts between any of the tasks or categories listed below provided the total compensation for Basic Services, including reimbursable expenses, and the total compensation for Additional Services do not exceed the amounts set forth in Section 4 of this Agreement.

| BUDGET SCHEDULE | NOT TO EXCEED AMOUNT |
|------------------------|-----------------------------|
| Task 1 () | \$ |
| Task 2 () | \$ |
| Task 3 () | \$ |
| Task 4 () | \$ |
| Task 5 () | \$ |

-

Maximum Total Compensation _____ \$

EXHIBIT B

SAMPLE INVOICE

INVOICE

Your Company Name
Address
City State Zip
Phone Number

Date:
Project Number:
Invoice Number:

RethinkWaste
Attn: **Project Manager**
610 Elm Street, Suite 202
San Carlos, CA 94070

SBWMA Project: **Project Title**
Invoice for Professional Services from 1/1/21 to 1/31/21

TASK 1 TITLE/Description

| Professional Personnel: | Hours: | Rate: | Amount: |
|-------------------------|--------|----------|----------|
| John Doe | 1.5 | \$200.00 | \$300.00 |
| Jane Smith | 1.0 | \$100.00 | \$100.00 |
| TOTALS: | 2.0 | | \$400.00 |

TOTAL THIS TASK: \$400

TASK 2 TITLE/Description

| Professional Personnel: | Hours: | Rate: | Amount: |
|-------------------------|--------|----------|----------|
| John Doe | 3.0 | \$200.00 | \$600.00 |
| TOTALS: | 3.0 | | \$600.00 |

TOTAL THIS TASK: \$600.00

TOTAL THIS INVOICE \$1,000.00

BILLING LIMITS:

| | | |
|--------------------------|------------|-------------------|
| Total Contract Amount | | \$10,000.00 |
| Prior Invoices | 0% | \$0.00 |
| Current Contract Balance | 100% | \$10,000.00 |
| This Invoice | 10% | \$1,000.00 |
| Contract Balance | 90% | \$9,000.00 |

EXHIBIT C

INSURANCE FORMS

CONSULTANT shall provide, in addition to the Certificates of Insurance, original Endorsement affecting the coverages specified in Section 12 - INSURANCE of the Agreement on the attached form. No substitute form will be accepted.

ATTACHED

1. Insurance Coverage Form

This **INSURANCE COVERAGE FORM** modifies or documents insurance provided under the following:

Named Insured: _____ Effective Work Date(s): _____

Description of Work/Locations/Vehicles: _____

ADDITIONAL INSURED: **South Bayside Waste Management Authority (SBWMA)**
610 Elm Street Suite 202, San Carlos, CA 94070
Attention: _____
Contract Administrator

| Endorsement and Certificates of Insurance Required | | |
|---|---------|----------|
| The Additional Insured, its elected or appointed officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: (Check all that apply) | Insurer | Policy # |
| <input type="checkbox"/> General Liability: (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, (c) premises owned, leased occupied or used by the Named Insured, and/or (d) permits issued for operations performed by the Named Insured. {Note: MEETS OR EXCEEDS ISO Form # CG 20 10 11 85} | | |
| <input type="checkbox"/> Auto Liability: the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the Additional Insured, its elected or appointed officers, officials, employees or volunteers. | | |
| <input type="checkbox"/> Other: | | |
| Certificates of Insurance Required (no endorsement needed) (Check all that apply) | Insurer | Policy # |
| <input type="checkbox"/> Workers Compensation: work performed by employees of the Named Insured while those employees are engaged in work under the simultaneous directions and control of the Named Insured and the Additional Insured. | | |
| <input type="checkbox"/> Professional Liability: | | |
| <input type="checkbox"/> Cyber Liability: | | |

PRIMARY/NON-CONTRIBUTORY: This insurance is primary and is not additional to or contributing with any other insurance carried by or for the benefit of Additional Insureds.

SEVERABILITY OF INTEREST: The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer's limit of liability.

PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS: Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Additional Insured, its elected or appointed officers, officials, employees, or volunteers.

CANCELLATION NOTICE: The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice (ten (10) days if canceled due to non-payment) by regular mail return receipt requested has been given to the Additional Insured. Such notice shall be addressed as shown above.

WAIVER OF SUBROGATION: The insurer(s) named above agree to waive all rights of subrogation against the AUTHORITY, its elected or appointed officers, officials, agents, volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the AUTHORITY.

Nothing herein contained shall vary, alter or extend any provision or condition of the Policy other than as above stated.

SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____ (print/type name), warrant that I have authority to bind the above-named insurance company and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required)

ORGANIZATION: _____ **TITLE:** _____

ADDRESS: _____

TELEPHONE: () _____ **DATE ISSUED:** _____