REQUEST FOR QUALIFICATIONS (RFQ)

WEBSITE HOSTING AND MANAGEMENT

Issued: August 28, 2023

Submission Deadline: September 27, 2023, 12:00 PM

South Bayside Waste Management Authority (SBWMA) / RethinkWaste
Attention: Julia Au
Senior Outreach, Education and Compliance Manager
610 Elm Street, Suite 202
San Carlos, CA 94070
bids@rethinkwaste.org
# Table of Contents

1. BACKGROUND ................................................................................................................................. 3  
2. INTRODUCTION ............................................................................................................................... 3  
3. PURPOSE AND GENERAL CONDITIONS ......................................................................................... 4  
4. SCOPE OF WORK .............................................................................................................................. 5  
5. DESIRED QUALIFICATIONS .............................................................................................................. 5  
6. TERM OF AGREEMENT ..................................................................................................................... 6  
7. PROCEDURE FOR SUBMITTING QUESTIONS AND INQUIRIES .................................................. 6  
8. SUBMITTAL REQUIREMENTS .......................................................................................................... 6  
9. RIGHT TO CONTRACT FOR SELECTED SERVICES ....................................................................... 8  

Attachment A: Qualification Certification .......................................................................................... 9  
Attachment B: Client Reference Form ............................................................................................... 11
1. BACKGROUND

RethinkWaste (also known as South Bayside Waste Management Authority/SBWMA or Agency) 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 is a leader in the delivery of innovative waste reduction and recycling programs and owns and manages the Shoreway Environmental Center, which receives all the recyclables, organics and garbage collected in its service area. RethinkWaste also 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 serve as solid waste industry leaders in public health, safety and environmental stewardship by providing our ratepayers with innovative cost-effective zero waste programs and Member Agency climate action plan alignment through education, engagement, infrastructure, and policy development.

Through issuance of this Request for Qualifications (RFQ), RethinkWaste is seeking one or more experienced and qualified firms to host and maintain RethinkWaste’s website and provide additional website assistance and consulting and development upon requested.

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. Please refer to Section 4 for the specific scope of services being requested.

2. INTRODUCTION

The current RethinkWaste website was redesigned and launched in August 2019 to meet the new needs of the Agency by improving usability and navigation on the front and back end, while also meeting the communication needs of our service area. The website includes several specific custom-built sections, including, but not limited to, the Agendas & Meetings section to house the Agency’s important legacy packets and staff reports for Brown-Act meetings, Tours booking section for residents and schools to book tours of the Shoreway Environmental Center, and an Interactive Carts Game to test your sorting knowledge.

The following is some basic information on the current website, www.RethinkWaste.org:

- Number of pages: 140 approximately
- Site traffic: 160 visitors / 300 page views per day (about 12k views per month)
- Downloadable documents/files stored on site: 1,500 approximately
- Content Management System: Wordpress
- Hosting: Exclusive shared hosting

RethinkWaste is seeking one or more experienced and qualified industry experts to provide on-going hosting and website maintenance services the Agency’s website to being January 1, 2024 and last through December 30, 2026.
3. PURPOSE AND GENERAL CONDITIONS

This RFQ provides information for interested firms to prepare a written response regarding their qualifications and approach to the proposed work.

ADDENDUMS. Should it be necessary for RethinkWaste to issue addendums during the proposal period, RethinkWaste will endeavor to notify the known holders of this RFQ. The addendums 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 addendums which have been issued and has incorporated their provisions in their proposal.

ADDITIONAL INFORMATION. RethinkWaste reserves the right to request additional information or clarifications from clients 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 represents and warrants 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.

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

NO OBLIGATION. The release of this RFQ does not obligate or compel RethinkWaste to enter into a contract or agreement.
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 understand and acknowledge that the representations made in their submitted proposal are material and important, and will be relied on by RethinkWaste in evaluation of the proposal. 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 Qualifications 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 Qualifications are held invalid, illegal or unenforceable, they shall be severed from the Request for Qualifications and the remaining provisions shall be valid and enforceable.

VALIDITY. Proposal must be valid for a period of ninety (90) days from the due date.

4. SCOPE OF WORK

The RethinkWaste team is looking for a firm that will provide hosting of the Agency's website and regular and as-needed maintenance and support of the website.

The selected firm’s scope of work is anticipated to include the following services:

1. Website hosting and expenses
   - Provide either pass through payment of domain/server management and existing plugin adds or set up such payments for RethinkWaste to pay directly.
2. Website Maintenance
   - Complete regular backups and platform/plug in updates to the website.
   - Ensure website runs smoothly and appropriately and provide assistance for any reconfigurations and restructuring as needed.
   - Provide 24/7 on-call response to staff as needed for urgent website needs (e.g. if the website were to go down or is malfunctioning).
   - As needed, provide RethinkWaste staff support and/or website training.
3. Website Additional Assistance and Consulting – provide additional website assistance to RethinkWaste staff that may include any of the following
   - New or further development of website components/sections
   - Graphic design and/or illustration
   - Website consultation, strategy and promotion

5. DESIRED QUALIFICATIONS

RethinkWaste is seeking firms with expertise in maintaining and hosting websites. The firms responding to this RFQ shall demonstrate that it has the appropriate professional and technical background, as well as
access to adequate resources to fulfill the stated scope of services. Any experience with similar projects for agencies similar to those of RethinkWaste should be noted.

The successful firm shall be able to provide all the services required and must be able to furnish the insurance coverage requested by the Agency, identified in Section 11 of the attached Vendor Agreement. Cyber liability insurance coverage will be required.

6. TERM OF AGREEMENT
It is anticipated that RethinkWaste and the selected firm will enter into an agreement for a three-year term commencing January 1, 2024 and ending December 31, 2026.

Upon award, RethinkWaste will present its standard Vendor Agreement to the successful firm, which the successful firm shall be expected to execute. A copy of the standard Vendor Agreement is attached with this RFQ. Firms shall include in their proposals any requested edits or additions to this Agreement.

7. PROCEDURE FOR SUBMITTING QUESTIONS AND INQUIRIES
All communications about this RFQ must be directed to Julia Au in writing via email at bids@rethinkwaste.org by September 13, 2023 by 4:00 pm. RethinkWaste will provide a written response to all questions in the form of an Addendum to this RFQ by September 15, 2023, if necessary.

8. SUBMITTAL REQUIREMENTS
Firms must submit sufficient information, as outlined below, for RethinkWaste to evaluate website firm’s qualifications. Selection will be based on a combination of the cover letter, firm and staff qualifications, cost, project understanding, and references.

To be deemed responsive to this RFQ, website firm’s submittals must be received by e-mail only to bids@rethinkwaste.org no later than September 27, 2023, at 12:00 p.m.

See below for anticipated RFQ Process and Firm Selection Timeline

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DUE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFQ Released</td>
<td>August 28, 2023</td>
</tr>
<tr>
<td>Deadline for Submitting Questions to RethinkWaste by 4:00 p.m.</td>
<td>September 13, 2023</td>
</tr>
<tr>
<td>RethinkWaste to provide written responses to questions, if necessary.</td>
<td>September 15, 2023</td>
</tr>
<tr>
<td><strong>Proposal Must Be Submitted by 12:00 p.m., to:</strong></td>
<td></td>
</tr>
<tr>
<td>Julia Au</td>
<td>September 27, 2023</td>
</tr>
<tr>
<td>RethinkWaste</td>
<td></td>
</tr>
<tr>
<td>(650) 802-3509</td>
<td></td>
</tr>
<tr>
<td><a href="mailto:bids@rethinkwaste.org">bids@rethinkwaste.org</a></td>
<td></td>
</tr>
<tr>
<td>Review of submittals, selection and contract negotiations, including</td>
<td>September 28 – October</td>
</tr>
<tr>
<td>the Public Education and Outreach Committee</td>
<td>31, 2023</td>
</tr>
<tr>
<td>Board Consideration of Contract Award</td>
<td>November 16, 2023</td>
</tr>
<tr>
<td>Commence Contract</td>
<td>January 1, 2024</td>
</tr>
</tbody>
</table>
Please label the email subject line “Response to RFQ—Website Hosting and Management”

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:

A. **Cover Letter** - A maximum two (2) page cover letter must be provided describing your firm, date established, main services, key qualifications and prior experience. The individual authorized to contractually bind the firm should sign the cover letter. Resumes for the proposed team and subcontractors, if any, should be provided as an appendix.

B. **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.

C. **Approach** - A maximum five (5) 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. Proposers proposing to provide website consulting and strategy shall describe their approach to examples of other similar work.

D. **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 you have them.

E. **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.

F. **Qualification Certification** – Complete Attachment A

G. **Client Reference Form** – Complete Attachment B

H. **Additional Attachments** - Clients are encouraged to include pertinent examples (i.e., three (3) minimum) of websites that they have designed that are similar in nature or content to the scope of work presented herein.
9. RIGHT TO CONTRACT FOR SELECTED SERVICES

RethinkWaste, at its sole option, will select the firm(s) 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. Website firms shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. In conducting discussions, RethinkWaste will not disclose information derived from proposals submitted by competing firms. There will be no public opening and reading of bids. 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 services for website hosting and maintenance.
- 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 required timelines or other requirements.
- References
- Costs
Attachment A: Qualification Certification

<table>
<thead>
<tr>
<th>FIRM NAME</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDRESS</td>
<td></td>
</tr>
<tr>
<td>TELEPHONE #</td>
<td></td>
</tr>
<tr>
<td>CONTACT EMAIL</td>
<td></td>
</tr>
<tr>
<td>CONTACT NAME</td>
<td>AND TITLE</td>
</tr>
</tbody>
</table>

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 they 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 they do not have any conflicts of interest, whether actual or perceived, and has disclosed any such work 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 understand 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 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**

<table>
<thead>
<tr>
<th>Name of Company or Agency</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Customer Contact Name(s), Address, Phone Number(s) and Email</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Brief description of work performed for this client (use additional sheets if necessary):
VENDOR AGREEMENT FOR PRODUCTS AND/OR SERVICES
FOR
WEBSITE HOSTING AND MANAGEMENT

This Agreement is made and entered into as of the _____ day of __________, 2023 by and between the SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY hereinafter called "AUTHORITY" and _________________________ hereinafter called "VENDOR".

RECITALS

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

A. That AUTHORITY desires to engage VENDOR to provide a product and/or services to the AUTHORITY;

B. That VENDOR is qualified to provide the product and/or services to the AUTHORITY and;

C. That the AUTHORITY has elected to engage VENDOR upon the terms and conditions as hereinafter set forth.

1. A. Services. The services to be performed by VENDOR under this Agreement are 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 VENDOR 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.

B. Product. The product to be supplied by VENDOR under this Agreement is set forth in Exhibit A, attached hereto and, by this reference, made a part hereof ("Product").

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

2. Term.

The term of this Agreement shall commence upon the date hereinabove written through December 31, 2026, unless terminated earlier pursuant to Section 9 of this Agreement.
3. **Schedule.** Time is of the essence in the performance of Services under this Agreement. VENDOR 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 VENDOR in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the VENDOR. 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 VENDOR.

4. **Compensation; Expenses; Payment.** AUTHORITY shall compensate VENDOR for all Products supplied or Services performed by VENDOR hereunder as shown 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 additional amounts have been approved in advance of supplying the Product, performing the Services or incurring the costs and expenses by AUTHORITY’s Executive Director (for contracts less than $60,000) or Board of Directors (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 VENDOR meeting contract milestones as defined in Exhibit A. Billing shall include an itemized statement, briefly describing by task and labor category or cost/expense items billed 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 delivery of additional Products or performance of additional Services not otherwise included within Exhibit A, such Products or Services shall be authorized in advance by AUTHORITY’s Executive Director (for contracts less than $60,000) or Board of Directors (for contracts $60,000 or more) by motion duly made and carried. Such amendment to this Agreement shall include a description of the Product to be delivered or 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. 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.** VENDOR shall keep and maintain accurate records of Products delivered or of all time expended in performing Services and costs and
expenses incurred relating thereto. Said records shall be available to AUTHORITY for review and copying during regular business hours at VENDOR’s place of business or as otherwise agreed upon by the parties.

7. **Documents.** All documents, plans, drawings, renderings, and other papers, or copies thereof, as finally rendered, prepared by VENDOR pursuant to the terms of this Agreement, shall, upon preparation and delivery to AUTHORITY, become the property of AUTHORITY.

8. **Relationship of Parties.** It is understood that the relationship of VENDOR to the AUTHORITY is that of an independent contractor and all persons working for or under the direction of VENDOR are its agents or employees and not agents or employees of the AUTHORITY.

9. **Termination or Suspension of Agreement.**

(a) The AUTHORITY may suspend the performance of the Services or delivery of Products, in whole or in part, or terminate this Agreement, with or without cause, by giving ten (10) days prior written notice thereof to VENDOR. Upon receipt of such notice, VENDOR will immediately discontinue its performance of the Services or delivery of Products.

(b) VENDOR may terminate this Agreement or suspend its performance of the Services or delivery of Products 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, VENDOR shall deliver to the AUTHORITY immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by VENDOR or its contractors, if any, or given to VENDOR 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, VENDOR will be paid for the Services rendered, delivery of Products or materials delivered to AUTHORITY in accordance with the scope of Services or delivery of Products 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 VENDOR, AUTHORITY will be obligated to compensate VENDOR only for that portion of VENDOR’s Services or Products 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: 10, 11, 12, 9(d), and 14.

(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.

10. **Indemnity.** To the fullest extent allowed by law, VENDOR 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 VENDOR, its officers, employees, subcontractors or agents in the performance of any Services or delivery of Products pursuant to this Agreement.

The duty of VENDOR 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.

VENDOR’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.

11. **Insurance.** VENDOR shall acquire and maintain Workers’ Compensation, employer’s liability, commercial general liability, owned and non-owned and hired automobile liability insurance coverage relating to VENDOR’s Services or Product delivery to be performed hereunder covering AUTHORITY’s risks in form subject to the approval of the AUTHORITY’s 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:

<table>
<thead>
<tr>
<th>Insurance Category</th>
<th>Minimum Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers’ Compensation</td>
<td>statutory minimum</td>
</tr>
<tr>
<td>Employer’s Liability</td>
<td>$1,000,000 per accident for bodily injury or disease</td>
</tr>
</tbody>
</table>
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 VENDOR’s vehicle usage in performing services hereunder)

1Cyber 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.

VENDOR 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 VENDOR shall agree to be bound to VENDOR and AUTHORITY in the same manner and to the same extent as VENDOR 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. VENDOR 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, VENDOR shall, on the Insurance Coverage

1 Note: Cyber liability insurance coverage is not required if the VENDOR is not providing a service involving control of and/or access to SBWMA’s website or sensitive financial/other data. Please check and initial the following if cyber liability is NOT required for this agreement. □ Recommended _______ [Project Manager] □ Approved _______ [Risk Manager]
form provided in Exhibit D, or equivalent, furnish AUTHORITY with certificates and copies of all declaration and endorsement pages for the insurance policy or policies required hereunder. With respect to commercial general liability and automobile liability insurance coverage, VENDOR must obtain and provide the following 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 AUTHORITY, its boards, officers, employees and agents, as additional insureds; and

(c) Providing the additional insured coverage under VENDOR’s insurance policy shall be primary and non-contributory insurance with respect to AUTHORITY, its boards, officers, employees and agents, and any insurance or self-insurance maintained by AUTHORITY for itself, its officers, boards, employees, or agents shall be in excess of VENDOR’s insurance and not contributory with it. VENDOR 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 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 VENDOR/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 VENDOR and AUTHORITY in the same manner and to the same extent as VENDOR 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.

VENDOR 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 this project or service. In the event
VENDOR 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 VENDOR.

12. WORKERS’ COMPENSATION. VENDOR 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 VENDOR certifies that he will comply with such provisions before
commencing the performance of the work of this agreement.

13. NON-DISCRIMINATION. The VENDOR will not discriminate against any
employee or applicant for employment because of race, color, religion, sex
or national origin. The VENDOR 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 VENDOR 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 VENDOR 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.

14. Notice. All notices required by this Agreement shall be given to the
AUTHORITY and VENDOR in writing, by first class mail, postage prepaid,
addressed as follows:

   AUTHORITY: Rethink Waste
                610 Elm St, Suite 202
                San Carlos, CA 94070
                Attention: Julia Au, Senior Outreach, Education
                           and Compliance Manager

   VENDOR: Company Name
            Contact Name
15. **Non-Assignment.** This Agreement is not assignable either in whole or in part.

16. **Amendments.** This Agreement may be amended or modified only by written agreement signed by both parties.

17. **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.

18. **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.

19. **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.

20. **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.

21. **Entire Agreement.** This Agreement, including Exhibits A, B and C, comprises the entire Agreement.

22. **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.

23. **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: ____________________________
Alicia Aguirre, Board President

ATTEST:

Dated: ____________________________
Cyndi Urman, Board Secretary

APPROVED AS TO FORM

Dated: ____________________________
Jean Savaree, Legal Counsel

VENDOR

Dated: ____________________________
Name & Title of VENDOR Authorized to Sign
EXHIBIT A

SCOPE OF WORK, WORK SCHEDULE AND FEE SCHEDULE FOR WEBSITE HOSTING AND MANAGEMENT
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

<table>
<thead>
<tr>
<th>Professional Personnel:</th>
<th>Hours</th>
<th>Rate:</th>
<th>Amount:</th>
</tr>
</thead>
<tbody>
<tr>
<td>John Doe</td>
<td>1.5</td>
<td>$200.00</td>
<td>$300.00</td>
</tr>
<tr>
<td>Jane Smith</td>
<td>1.0</td>
<td>$100.00</td>
<td>$100.00</td>
</tr>
<tr>
<td>TOTALS:</td>
<td>2.0</td>
<td></td>
<td>$400.00</td>
</tr>
</tbody>
</table>

TOTAL THIS TASK: $400

TASK 2 TITLE/Description

<table>
<thead>
<tr>
<th>Professional Personnel:</th>
<th>Hours</th>
<th>Rate:</th>
<th>Amount:</th>
</tr>
</thead>
<tbody>
<tr>
<td>John Doe</td>
<td>3.0</td>
<td>$200.00</td>
<td>$600.00</td>
</tr>
<tr>
<td>TOTALS:</td>
<td>3.0</td>
<td></td>
<td>$600.00</td>
</tr>
</tbody>
</table>

TOTAL THIS TASK: $600.00

TOTAL THIS INVOICE $1,000.00

BILLING LIMITS:

<table>
<thead>
<tr>
<th></th>
<th>Total Contract Amount</th>
<th>Prior Invoices</th>
<th>Current Contract Balance</th>
<th>This Invoice</th>
<th>Contract Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$10,000.00</td>
<td>0%</td>
<td>$0.00</td>
<td>10%</td>
<td>90%</td>
</tr>
</tbody>
</table>
EXHIBIT C

INSURANCE FORMS

VENDOR shall provide, in addition to the Certificates of Insurance, original Endorsement affecting the coverages specified in Section 11 - INSURANCE of the Agreement on the attached form. No substitute form will be accepted.

ATTACHED

1. Insurance Coverage Form