Rethink waste
South Bayside Waste Management Authority
A Public Agency

COLLECTION AND RECYCLING PROGRAM SUPPORT AND COMPLIANCE

Agenda Item 6

6A

STAFF REPORT

To:	**RethinkWaste Board Members**
From:	**Reagan Chung, Recycling and Compliance Program Manager**
Date:	**April 24, 2025 Board of Directors Meeting**
Subject:	**Resolution Approving a Contract with MSW Consultants in an amount not to exceed $72,500 for SB 1383 Recordkeeping Compliance**

Recommendation

It is recommended that the RethinkWaste Board of Directors approve Resolution No 2025-09 attached hereto authorizing the approval a of contract with MSW Consultants in an amount not to exceed $72,500 annually for SB 1383 Recordkeeping Compliance (Minerva).

Summary

As detailed in the *RethinkWaste SB 1383 Compliance Plan* (approved November 2020) and *Implementation of SB 1383 Memorandum of Understanding* (MOU), approved June 2021, RethinkWaste is the primary recordkeeper and reporting agency for all the information and documents required in the SB 1383 Implementation Record for all Member Agencies, including outreach and technical assistance, waivers, paper procurement, route reviews and more. For the last three years, staff has been using Routeware's Recyclist as its recordkeeping compliance software, but due to recent concerns over rising costs and a steep decline in customer service in the last year, staff recommends a new contract with MSW Consultants for their SB 1383 recordkeeping compliance software (Minerva). The cost for the software includes all necessary annual costs and an initial one-time setup fee. This contract with MSW Consultants is for one (1) year term, (12-months).

Analysis

One of the most cumbersome aspects of SB 1383 regulations is the requirement for all jurisdictions to keep comprehensive records called "The Implementation Record." This includes records of all outreach activities, waivers granted, copies of educational resources sent out, procurement receipts, enforcement actions including monetary penalties issued, container contamination, and complaints, etc. for each Member Agency. Though RethinkWaste will be leading most of the recordkeeping and reporting, the County of San Mateo Sustainability Department is recording and reporting on the edible food recovery program.

RethinkWaste staff has used Routeware's *Recyclist* software since 2022 to track SB 1383 compliance progress. The Recyclist recordkeeping compliance software, which was implemented to streamline and enhance recycling tracking, has not met the expectations outlined in recent years. The issues raised below are intended to highlight the challenges faced and the impact these have had on day-to-day processes. These issues include:

1. **User Interface and Usability**
The user interface is not intuitive and lacks the ability to create new functions for 1383 progress tracking which increases navigating time through the software. Staff has expressed frustration with the software's design, which has led to decreased productivity.

2. **Technical Support and Customer Service**
The response time for technical support is slow, and the solutions provided often do not address the root causes of issues. Prolonged downtime and unresolved issues have resulted in operational inefficiencies, which affect both internal workflows and reporting requirements.

3. **Overall Cost**
Routeware has implemented an increase of 14% on top of the original annual cost of their SB 1383 Recyclist software. This has resulted in the agency's annual cost increasing to $107,364.72, from the original annual cost of the software of$82,900.

While Routeware's SB 1383 Recyclist software was implemented with the goal of improving efficiency in tracking 1383 progress, the ongoing and most recent issues highlighted above have significantly hindered its effectiveness. At the time of implementing Recyclist, there were very few other companies able to provide the needed service for meeting SB 1383's comprehensive implementation record needs. Recyclist was since bought out by Routeware in 2023, the software has seen a noticeable decline in performance. Initially, the quality of the software was accurate with fast responsive customer support, but in the recent years, there have been significant slow response times for support and processing data uploads. In the last few months, staff has explored alternative recordkeeping compliance software from other companies, including meetings with company staff, being given demonstrations of the product, and reviewing scopes of work provided on their products. See the cost information documented about other available SB 1383 recordkeeping software providers in Table 1 below.

Table 1:

TOTAL BASE COSTS	ROUTEWARE (CURRENT)	TERRA	MINVERA	SMART1383
ANNUAL COSTS	$107,364.72	$90,000.00	$65,000.00	$46,445.00
ONE TIME COSTS	-	$0.00	$7,500.00	$4,995.00
TOTAL FIRST YEAR COST	**-**	**$90,000.00**	**$72,500.00**	**$51,440.00**
TOTAL ANNUAL COSTS (AFTER FIRST YEAR)	**$107,364.72**	**$90,000.00**	**$65,000.00**	**$46,445.00**

After careful consideration of evaluation criteria that included overall cost, customer service responsiveness, and interface user-friendliness, staff recommends contracting with MSW Consultants. Staff has determined that MSW Consultants' Minerva offers the most user-friendly solution with robust customer support and a cost-effective pricing structure. In addition, other key features of the software include:

- Automated tracking of SB 1383 implementation records
- Easy to use SB 1383 and EAR reporting tools
- Integration with existing waste management systems
- Easy to use back end for RethinkWaste and Member Agency staff
- Customer support with 24 hours response time

- Advanced data analysis
- Intuitive data importing
- Customizable reports

Despite its higher initial cost than the lowest option, the Minvera product option offers more desirable comprehensive data analysis, fast customer service response time, and customizable reporting features align closely with RethinkWaste's long-term goals for SB 1383 recordkeeping compliance which are centered around providing accurate implementation records, data processing and management, and in a timely manner for RethinkWaste and its Member Agencies.

MSW Consultants' Minerva software will act as a service product that provides visibility into waste stream data, ways to track commercial outreach and compliance, and digital recycling education for residents. The Minerva software will be used as the main source to keep the Implementation Records. The Minerva software also allows each Member Agency to access to their own "jurisdiction-level" records, including being able to verify the status of compliance, upload procurement records, and run reports on generators in their jurisdiction. Other notable jurisdictions using the Minerva software are City of Oakland, City of Vallejo, City of Torrance, and County of Fresno.

Exhibit A is the contact with MSW Consultants for the Minerva software. The contract term is for a one (1) year (12) month term, with the option for RethinkWaste to extend this agreement for two additional one-year terms by giving written notice no later than 30 days before the end of the existing term. The contract can also be cancelled by giving notice to do so 30 days before the term ends.

Background

In September 2016, SB 1383 (Lara, Chapter 395, Statutes of 2016) established statewide methane emissions reduction targets in an effort to reduce emissions of short-lived climate pollutants in various sectors of California's economy. It includes statewide goals to reduce the disposal of organic waste and recover edible food for human consumption. To accomplish these statewide goals, SB 1383 regulations, which were approved on November 3rd 2020, include prescriptive requirements for jurisdictions related to recycling and organics collection, inspection, and enforcement policies and programs and edible food recovery. RethinkWaste and its Member Agencies needed to comply with nearly all SB 1383 requirements by January 1, 2022, with enforcement starting January 1, 2024. More information regarding SB 1383 can be found online at www.calrecycle.ca.gov/organics/slcp/.

The RethinkWaste Board of Directors originally approved a 1-year contract with Recyclist on July 22, 2021, as RethinkWaste's SB 1383 program tracker and Implementation Record, on behalf of the RethinkWaste Member Agencies, with a renewal in June 2022. The Board of Directors then approved an additional 1-year contract with Recyclist on February 22, 2024, with a renewal in August 2025, in the amount not to exceed of $100,000.

Fiscal Impact

The total cost for MSW Consultants' Minerva SB 1383 Recordkeeping Compliance is estimated not to exceed $72,500. Funding for the software was anticipated in the FY25 Budget for SB 1383 Programs (item 62).

Attachments:
Resolution 2025-09
Exhibit A – Vendor Agreement with MSW Consultants

RESOLUTION OF THE SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY (RETHINKWASTE) BOARD OF DIRECTORS APPROVING A CONTRACT WITH MSW CONSULTANTS IN AN AMOUNT NOT TO EXCEED $72,500 FOR SB1383 RECORDKEEPING COMPLIANCE

WHEREAS, the State of California passed SB 1383 (Chapter 395, Statutes of 1383), which required the California Department of Resources Recycling and Recovery (CalRecycle) to adopt regulations to reduce organic waste by 50 percent from its 2014 baseline level by 2020 and 75 percent by 2025; and

WHEREAS, the SB 1383 Regulations (Chapter 12 (Short-lived Climate Pollutants) of Division 7 of Title 14 of the California Code of Regulations) require cities, counties, and special districts providing solid waste collection services to adopt and enforce an ordinance or other enforceable mechanism to implement relevant provisions of the SB 1383 Regulations including regulation of waste haulers and generators of organic waste and edible food, and enforcement mechanisms and penalties for violations.

WHEREAS, Jurisdictions may designate a public or private entity to fulfill its requirements of Chapter 12: Short-lived Climate Pollutants, including utilizing a Joint Powers Authority, except that the Jurisdictions shall remain ultimately responsible for compliance; and

WHEREAS, RethinkWaste Board of Directors adopted the SB 1383 Compliance Plan in November 2020 outlining the roles and responsibilities between RethinkWaste and its Member Agencies; and

WHEREAS, RethinkWaste has been designated as the primary recordkeeper of SB 1383 requirements per the Implementation of SB 1383 MOU approved by the RethinkWaste Board of Directors in June 2021, and the need for an advanced software to track requirements on behalf of all Member Agencies; and

WHEREAS, the SB 1383 program tracker is critical to SB 1383 implementation efforts; and

NOW, THEREFORE BE IT RESOLVED that the South Bayside Waste Management Authority hereby approves a new contract with MSW Consultants in an amount not to exceed $72,500 for Minerva SB 1383 Recordkeeping Compliance.

PASSED AND ADOPTED by the Board of Directors of the South Bayside Waste Management Authority, County of San Mateo, State of California on the 24TH Day of April, 2025 by the following vote:

Agency	Yes	No	Abstain	Absent	Agency	Yes	No	Abstain	Absent
Belmont					Redwood City				
Burlingame					San Carlos				
East Palo Alto					San Mateo				
Foster City					County of San Mateo				
Hillsborough					West Bay Sanitary Dist				
Menlo Park									

I HEREBY CERTIFY that the foregoing Resolution No. 2025-09 was duly and regularly adopted at a regular meeting of the South Bayside Waste Management Authority on April 24, 2025.

ATTEST:

_____
Adam Rak, Chairperson of RethinkWaste
South Bayside Waste Management Authority

_____
Cyndi Urman, Clerk of the Board

VENDOR AGREEMENT FOR PRODUCTS AND/OR SERVICES
TO
FURNISH MINERVA™ AGENCY SB 1383 RECYCLING COMPLIANCE SOFTWARE
TO RETHINKWASTE

This Agreement is made and entered into as of the 25th day of April, 2025 by and between the SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY hereinafter called "AUTHORITY" and MSW Consultants, Inc. 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, which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein.

Performance of the work specified in said 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 said 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 which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein.

Timely delivery of the product specified in said 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 said parties.

2. Term; Termination.

(a) The term of this Agreement shall commence upon the date hereinabove written through April 24, 2026, unless terminated earlier pursuant to Section 2(b) 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 VENDOR no later than thirty (30) days before the end of the then existing term.

(b) Notwithstanding the provisions of (a) above, either party may terminate this Agreement without cause by giving written notice not less than thirty (30) days prior to the effective date of termination, which date shall be included in said notice. AUTHORITY shall compensate VENDOR for any product delivered and/or for services rendered, and reimburse VENDOR for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the services actually rendered to the date of termination, consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of AUTHORITY to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to AUTHORITY hereunder.

3. Compensation; Expenses; Payment. AUTHORITY shall compensate VENDOR for all products supplied or services performed by VENDOR hereunder as shown in Exhibit B 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 Seventy-Two Thousand, Five Hundred dollars ($72,500) 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 B. Billing shall include an itemized statement, briefly describing by task and labor category or cost/expense items billed.

4. 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.

5. 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.

6. Authorization. This Agreement becomes effective when endorsed by both parties in the space provided below.

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. Schedule. VENDOR shall adhere to the schedule set forth in Exhibit A; provided, that AUTHORITY shall grant reasonable extensions of time for the delivery of products or performance of services occasioned by governmental reviews of VENDOR's work product or other unavoidable delays; provided, further, that such unavoidable delay shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, VENDOR's officers or employees.

   VENDOR acknowledges the importance to AUTHORITY of timely delivery of products or services and agrees to put forth its best professional efforts to perform in a manner consistent with that schedule.

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 work 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, and cyber liability insurance coverage relating to VENDOR's services 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:

Insurance Category	Minimum Limits
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 VENDOR's vehicle usage in performing services hereunder)
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)

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the AUTHORITY as an Additional Insured. Furthermore, 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.

Concurrently with the execution of this Agreement, VENDOR shall, on the Insurance Coverage 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
1245 San Carlos Ave. Suite E
San Carlos, CA 94070
Attention: Reagan Chung, Program Manager
Cyndi Urman, Management Analyst/Clerk

VENDOR: MSW Consultants
David Davis, President
41760 Ivy Street Suite 203
Murrieta, CA 92562
Phone: 951-973-0024
Email: dave@msw-consultants.com

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 C, and D, comprises the entire Agreement.

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

SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY

Dated: _____

_____
Adam Rak, Board President

ATTEST:

Dated: _____

_____
Cyndi Urman, Board Secretary

APPROVED AS TO FORM

Dated: _____

_____
Jean Savaree, Legal Counsel

VENDOR

Dated: _____

David Davis, President MSW Consultants, Inc

Dated: _____

Chrisinda J. Davis, Chief Financial Officer
MSW Consultants, Inc

RETHINKWASTE BOD PACKET 04/24/2025 AGENDA ITEM: 6A EXHIBIT A - p9

EXHIBIT A

SCOPE OF WORK and SCHEDULE
FOR
FURNISH MINERVA™ AGENCY SB 1383 RECYCLING COMPLIANCE SOFTWARE TO RETHINKWASTE

Scope of Deliverables:
VENDOR will furnish Minerva™ a Microsoft Azure, cloud-based software solution an integrated Implementation record management system, a SLCP, MORe, & MCR reporting system, and an edible food generator and recovery tracking system, and a waiver management system for SB 1383 compliance tracking for each jurisdiction, the hauler and the JPA AUTHORITY wide. Which will enable RethinkWaste and it's member agencies to to efficiently and accurately manage and report on multiple jurisdictions data, as well as track and coordinate extensive ongoing compliance activities among staff, consultants, haulers and regulators

Scope of Services:
The Minerva™ a Microsoft Azure, cloud-based software solution will provide the following:

- Implementation Records for member agencies and the AUTHORITY in total
- Reporting Metrics for member agencies for CalRecycle EAR reporting, SLCP, MORe, & MCR
- Compliance Matrix Tracking for specifics
- Edible Food Recovery Tracking and Reporting
- Education and Outreach Tracking and Reporting
- Data Importing system to work with hauler to obtain compliance related billing system data
- Data and compliance management
- Agency Rollup with unique accounts per jurisdiction, unincorporated, and the AUTHORITY
    - Unlimited jurisdiction, consultant, and hauler users.
    - User training provided via Microsoft Teams.
    - Local technical and user support Monday - Friday 9-5 via phone or email.
    - User support for “how to” questions and “best practices”.
    - Data related questions.
    - Regulatory treatment questions.
- Enterprise grade hosting, security and IT infrastructure
- As part of its subscription, the AUTHORITY will receive standard enhancements to Minerva® during the term of the contract

Project Schedule

EXHIBIT B

VENDOR'S FEES and PAYMENT MILESTONES

Summary

Annual Subscription Fee	**Annual Price**
Agency Commercial Software Subscription: Includes agency level account and SB 1383, AB 341 and AB 1826 tracking, management, and reporting capabilities	$39,000
Jurisdictions: Eleven (11) jurisdictions at $2,000 per Jurisdiction. Includes unique accounts for each member jurisdiction and hauler access and a minimum of 4 commercial and/or residential service data imports per year/hauler (**Additional service data imports as needed at no further cost**)	$22,000
Hauler Fee: One Commercial Hauler for eleven (11 jurisdictions)	$4,000
Setup fee (1st year only): Account and users' setup, agency, individual jurisdictions setup, data schema creation for each jurisdiction, import reconciliations, unlimited on-going training and support.	$7,500
Total Annual Subscription Fees	**$72,500**

Total Contract Services **$72,500**
For one-year term

Project Payment Schedule

This is an annual fee-based software agreement to be paid in one lump sum at the commencement of the agreement

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/8/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Inszone Insurance Services, LLC 2721 Citrus Road, Suite A Rancho Cordova, CA 95742 License#: 0F82764	**CONTACT NAME:** Certificate Team **PHONE (A/C, No, Ext):** 877-308-9663 **FAX (A/C, No):** 916-400-2625 **E-MAIL ADDRESS:** certs@inszoneins.com
INSURED MSW Consultants, Inc. 41760 Ivy Street, Suite 203 Murrieta, CA 92562 MSWCONS-01	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Sentinel Insurance Company, LTD 11000 **INSURER B :** California Automobile Insurance Co 38342 **INSURER C :** Scottsdale Indemnity Co 15580 **INSURER D :** Houston Casualty Co 42374 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 848585352 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:	Y	Y	57SBANU5438	6/1/2024	6/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y		BA040000030086	10/21/2024	10/21/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			57SBANU5438	6/1/2024	6/1/2025	EACH OCCURRENCE AGGREGATE 	$ 1,000,000 $ 1,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
C C D	Professional Liability Professional Liability Cyber Liability			EKI3528543 EKI3528543 H25TG31834-03	6/12/2024 6/12/2024 2/4/2025	6/12/2025 6/12/2025 2/4/2026	Aggregate Each Claim Aggregate/Each Claim	$3,000,000 $2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured on the General Liability and Auto Liability. Primary and Non-Contributory with a Waiver of Subrogation on the General Liability.

The aforementioned coverage is provided to the extent in the attached forms for: South Bayside Waste Management Authority, its boards, officers, employees, agents, and volunteers.

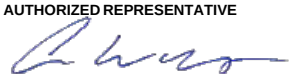
CERTIFICATE HOLDER

South Bayside Waste Management Authority
1245 San Carlos Avenue, Suite E.
San Carlos, CA 94070

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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