



REQUEST FOR PROPOSALS

For

**FRANCHISE DEVELOPMENT
AND PROCUREMENT CONSULTING SERVICES
AND
ON-CALL MISCELLANEOUS
CONSULTING SERVICES**

ISSUED: MAY 26, 2023

PROPOSALS DUE: JUNE 26, 2023

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I. INTRODUCTION AND BACKGROUND

The Central Contra Costa Solid Waste Authority (CCCSWA) aka RecycleSmart is a local government joint powers authority, whose member agencies include: The Towns of Danville and Moraga, and the Cities of Lafayette, Orinda, and Walnut Creek and surrounding unincorporated Central Contra Costa County.

RecycleSmart is responsible for managing the solid waste programs for its member agencies, including developing and implementing programs that enable its member agencies to meet or exceed the State-mandated goals for reducing solid waste disposal. RecycleSmart has the authority to adopt and enforce ordinances and to directly enter into franchise agreements.

RecycleSmart has a franchise agreement with Republic Services for the following services:

- Collection of residential and commercial solid waste, recyclables, and organics
- Transfer and disposal of solid waste
- Transfer and composting of organics
- Processing/de-bagging of commercial food scraps then transferring them to a 3rd party anaerobic digestion facility (“Food-to-Energy”)
- Collection and disposal of solid waste from twice-per-year pre-scheduled residential Cleanup Days
- On-call collection of e-waste, bulky items, and extra recyclables, yard trimmings and solid waste
- Weekly curbside household battery, cell phone and Compact Fluorescent Lightbulb collection
- Disposal of medical sharps from 8 drop-off locations
- Assisting with outreach, technical assistance, and special events, including 5 Republic Services recycling coordinators dedicated to RecycleSmart
- Billing and customer service

RecycleSmart has a franchise agreement with Mt. Diablo Resource Recovery for the following services:

- Transfer, processing and sales of single-stream recyclables
- Collection, warehousing, and diversion of reusable items from twice-per-year pre-scheduled residential Reuse Days
- Collection and recycling of household batteries from 18 drop-off retail locations

Information on RecycleSmart’s programs and services can be found on our website:

www.RecycleSmart.org

Copies of the current franchise agreements can be found on this webpage:

www.recyclesmart.org/franchise

Service rates can be found on this webpage: www.recyclesmart.org/houses/service-rates

RecycleSmart is governed by a twelve-member Board of Directors which is made up of two elected officials from the governing bodies of each of the six member agencies of the JPA. The Board meets monthly, excluding August and November. Board meetings are in-person. More information on the Board can be found on this webpage: www.recyclesmart.org/Board

II. SCOPE OF SERVICES

RecycleSmart is seeking proposals for two Scopes of Services:

- Scope #1: Franchise Development and Procurement
- Scope #2: On-Call Miscellaneous Consulting Services

Proposers may submit proposals for one or both Scopes of Services. RecycleSmart intends to enter into one agreement for Scope #1 and one or more separate agreements for Scope #2.

Scope of Services #1: Franchise Development and Procurement

The current franchise agreements with Republic Services and Mt. Diablo Resource Recovery will expire on February 28, 2027. RecycleSmart is seeking consultant assistance to develop new franchise agreements and to procure a service provider(s) for the franchised services. On May 25, 2023, the Board of Directors approved a two-step RFP process for this procurement:

1. Step One: Post-collection services,
2. Step Two: Collection services.

A staff report describing this process and a draft timeline can be found as Agenda Item 5a of the May 25 meeting, available on this webpage:

www.recyclesmart.org/filebrowser/download/7268765

An ad hoc committee of five Board members has been appointed to oversee this process and to make recommendations to the full Board. The ad hoc committee meets monthly via videoconferencing.

RecycleSmart's current programs are effective, innovative, well-received, and comply with SB 1383. While RecycleSmart is considering several minor program improvements, RecycleSmart staff does not anticipate any significant program changes in the new franchise agreement(s). One potential improvement is the addition of mattresses, refrigerators, and other large bulky items to our twice-per-year Reuse and Cleanup Days program, and expanding that program to include multi-family dwellings. The most significant expected change in the new franchise will be the transition to Zero Emissions Vehicles, as mandated by the California Air Resources Board. At this time, RecycleSmart is not planning to require proposers to transition to Zero Emissions Vehicles in advance of the schedule mandated by the California Air Resources Board, although earlier adoption of Zero Emissions Vehicles could be a positive factor in proposer selection.

In addition to cost, environmental impacts and service quality will be key criteria in selecting the service provider(s) for the 2027 franchise agreements. RecycleSmart aims to maximize waste diversion and to minimize the carbon footprint of our services, including vehicle miles traveled. RecycleSmart seeks to avoid awarding a franchise agreement to an irresponsibly low bidder who does not propose adequate resources (e.g., routes, vehicles, drivers) to provide high quality service. RecycleSmart is seeking a consultant with the expertise to evaluate the reasonableness of the cost and technical proposals received and to be able to explain why one proposer's cost proposal is lower

than another's. RecycleSmart is also seeking a consultant who is highly experienced and effective at negotiating franchise agreements.

As stated in the May 25 staff report, one task of the consultant will be to help determine if some post-collection services (transfer, disposal, food-to-energy) should be procured via sole source negotiations and excluded from the post-collection RFP.

The selected franchise development and procurement consultant will work collaboratively with RecycleSmart staff, our contracted legal counsel and the ad hoc committee. RecycleSmart staff will be significantly involved in the process, and will take the lead on presenting information to the Board of Directors. Attachment B provides a description of the anticipated roles for both the consultant and staff during this process. Given our staff resources and expertise, we anticipate needing more consultant assistance on tasks such as strategy, negotiation, proposal evaluation, best practices, benchmarking, and bringing innovative ideas from other jurisdictions, and less assistance on other tasks such as drafting documents, note-taking, posting documents to the web, preparing staff reports, creating presentation slides, and presenting to the Board.

Anticipated Tasks for Scope of Services #1, Franchise Development and Procurement:

The tasks below serve as guidelines and proposers may recommend alternative tasks:

Tasks	
1	Program Development
2	Ad Hoc Committee Meetings (monthly, 1-2 hours each)
3	Board of Directors Meetings (4 meetings, 1-2 hours each)
Post-Collection RFP	
4	Draft RFP and Franchise Agreements
5	Preproposal Conference & Responses to Proposer Questions
6	Proposal Evaluation & Proposer Interviews
7	Contract Negotiations (with 2-4 proposers)
Collection RFP	
8	Draft RFP and Franchise Agreement
9	Preproposal Conference & Responses to Proposer Questions
10	Proposal Evaluation & Proposer Interviews
11	Contract Negotiations (with 1-2 proposers)

Scope of Services #2: On-Call Miscellaneous Consulting Services

RecycleSmart is seeking proposals from qualified firms for on-call, as-needed miscellaneous solid waste consulting services. The types of services needed may include, but are not limited to:

- SB 1383 compliance
- Strategic planning
- Program design
- Program evaluation
- Diversion goal setting and development of metrics to measure progress towards the goal
- Zero Waste implementation plan development
- Waste prevention programs and ordinances (e.g., reusable foodware)
- Operational reviews of collection services
- Operational reviews of post-collection facilities (transfer station, MRF, composting facility)
- C&D collection franchising
- Third-party Mixed C&D processing facility certification
- Annual rate adjustments (cost-based and index-based)
- Contamination monitoring
- Waste characterization studies
- Refuse vehicle impact studies (to recover the cost of associated road maintenance)
- Identification and evaluation of potential vehicle yards for collection services
- EIR document preparation and comparisons of vehicles miles traveled to alternative facilities
- Additional support for Scope of Services #1: Franchise development and procurement

Proposers for On-Call Miscellaneous Consulting Services should state which of the services listed above they are interested in providing and then demonstrate their qualifications to provide those services. Proposers may also suggest other services they are qualified to provide which might be of use to RecycleSmart.

RecycleSmart may enter into one or more agreements for On-Call Miscellaneous Consulting Services. As these services are on-call and as-needed, RecycleSmart does not guarantee that the selected consultant(s) will be given any amount of work or compensation during the term of the agreement (s).

On-Call Miscellaneous Consulting Services will be provided on a task order basis. As needed, RecycleSmart will request a task order and describe the desired services. The consultant will then provide a not-to-exceed quote for the requested task, based upon their hourly rates and reimbursable expenses. RecycleSmart and the consultant will agree upon the not-to-exceed amount for requested task in advance, the consultant shall bill RecycleSmart based on hourly rates and reimbursable expenses and will not exceed the agreed-upon compensation for the task order without prior approval of RecycleSmart.

III. ANTICIPATED CONSULTANT RFP TIMELINE

Action		Approximate Date
1	Request for Proposals (RFP) issued	May 26, 2023
2	Deadline for questions from proposers	June 16, 2023
3	Deadline for submission of Proposal to RecycleSmart	June 26, 2023
4	RecycleSmart staff reviews Proposals	Week of June 26
5	RecycleSmart staff and Board Ad Hoc Committee interviews top 2-3 Proposers	July 10, 2023 8:00 – 9:00 a.m. (Tentative)
6	Provider Services Agreements submitted for approval by the RecycleSmart Board of Directors	July 27, 2023
7	Agreements executed	August 1, 2023

IV. EVALUATION CRITERIA

The proposals for Scope #1: Franchise Development and Procurement will be evaluated on the following criteria:

RFP Responsiveness	No points assigned (pass or fail)
Proposer’s experience, qualifications, previous projects and specialized knowledge of subject matter	30 Points
Proposer’s responses to section IX.F of the RFP	50 Points
Costs	20 Points

The proposals for Scope #2: On-Call Miscellaneous Consulting Services will be evaluated on the following criteria:

RFP Responsiveness	No points assigned (pass or fail)
Proposer’s experience, qualifications, previous projects and specialized knowledge of subject matter	30 Points
Costs	20 Points

After the initial proposal evaluation, shortlisted proposers will be further evaluated based on an interview and reference checks.

It is the policy of the agency that a cost estimate, while important, shall not be the primary criteria for evaluating professional service proposals. The cost estimate shall not be considered until proposals

have first been evaluated as to the Proposer 's experience, qualifications, professionalism, quality of work, and approach.

V. TERM OF AGREEMENT

The term of each agreement will be for three years, with the potential for (2) one-year extensions.

VI. AGENCY CONTACT

Questions regarding the RFP, or its process, require a written submittal. Send questions to David Krueger at david@recyclesmart.org by **June 16, 2023**. Please cc janna@recyclesmart.org. All questions and responses may be shared with other Proposers.

VII. PROPOSAL SUBMISSION DEADLINE

All proposals must be received by **June 26, 2023 by 5:00 p.m.** at the email address below. Late proposals will not be accepted. Incomplete proposals will not be considered. It is the responsibility of the Proposer to ensure that the RFP proposal is complete with the required documents within the deadline.

VIII. SUBMITTAL INFORMATION

Please submit a pdf of the proposal to david@recyclesmart.org by the stated deadline above. Please cc janna@recyclesmart.org. In order to prevent waste, hardcopy proposals will not be accepted. Review all elements of this RFP carefully. Proposals that do not adequately address the items requested may be considered non-responsive.

IX. REQUIRED INFORMATION

To be considered responsive to the RFP, your proposal must provide the following:

A. Letter of Introduction. Provide an introduction and include background information on the company, office location, office phone number and website address. Provide a summary of the proposed team that would be providing services and explain Proposer's interest in providing the services. State which Scope(s) of Services your company is proposing on. Indicate your company's availability to perform the work, and the amount of notice needed for any on-call services.

B. Experience and Qualifications. The successful firm(s) responding to this RFP 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 and timeline for completion. Describe the experience, qualifications and any other vital information of all key personnel who may be assigned to perform services described in this RFP. Key personnel include owners, partners, managers, associates, and other professional staff who will perform work and/or services on this project. Please provide resumes for key personnel. Proposers for both Scopes of Services do not need to provide duplicate information regarding experience and qualifications, but should indicate which key personnel would be assigned to each Scope of Services. Proposers for On-call Miscellaneous Consulting Services should indicate which

key personnel would be assigned to each type of service (e.g., annual rate setting, operational reviews, strategic planning, waste characterization, Zero Waste planning, etc.).

- C. Costs.** The Proposer must submit an hourly fee schedule for all staff members who would be involved in the performance of the tasks outlined in this RFP. Please identify work that will be subcontracted and include a list of the subcontractors' key personnel and hourly bill rates. In addition, please clearly identify reimbursable expenses, travel expenses, markups and other pertinent costs.

Proposers for Scope of Services #1 Franchise Development and Procurement must also complete the cost proposal form provided in Excel format as Attachment C. This cost proposal form assumes that the selected consultant will be compensated based on the hourly rates and reimbursable expenses quoted, with a not-to-exceed amount for each task. Proposers should use the "assumptions" section of the form to indicate assumptions that, if inaccurate, could reasonably lead to compensation in excess of the not-to-exceed amount for each task.

- D. Previous Projects.** Provide relevant information on projects performed over the past five (5) years that are similar in scope or related to the services requested in this RFP.

- E. References.** List at least three references with contact information and clients for whom you have done similar work in the past.

- F. Additional Information for Scope of Services #1: Franchise Development and Procurement.** Please address the following in your proposal:

1. Describe your approach to franchise development and procurement for our agency. Provide comments on (and any suggested changes to) the anticipated roles set forth in Attachment B, and the Two-Step RFP process approved at the May 25 Board Meeting. Evaluate our draft procurement timeline (May 25 procurement staff report, Agenda Item 5a, Attachment D) and suggest changes, assuming an August 1, 2023 start date.
www.recyclesmart.org/filebrowser/download/7268765
2. Suggest a document(s) to use as a template for drafting our new franchise agreements (for both collection and post-collection services). This could be RecycleSmart's current agreements, agreements from another jurisdiction, a generic template developed by your firm, etc. Explain why you are recommending this template(s) for RecycleSmart. Copies of our current franchise agreements can be found on this webpage: www.recyclesmart.org/franchise
3. Describe how you would evaluate the reasonableness of the proposals received in order to avoid awarding to an irresponsibly low bidder. What supporting data would you require of the proposers? What data would you use to benchmark the proposals?
4. How would you suggest factoring the revenue from the sale of recyclables into the compensation structure of the new recyclables processing agreement, given the volatility of the markets?

X. PROPOSER'S COST

Any costs incurred by a Proposer in the preparation of a response to this RFP are the sole responsibility of the Proposer.

XI. EVALUATION OF PROPOSALS

The proposals will be evaluated by RecycleSmart staff and will be based on the Proposal Evaluation Criteria list on Page 7 of this RFP.

XII. ACCEPTANCE OR REJECTION OF PROPOSAL

RecycleSmart reserves all its rights and options including, without limitation:

- To accept or reject any portion of the proposal;
- To reject any and all proposals that fail to meet the requirements of this RFP;
- To accept proposals that are, in the judgment of the agency, in the best interest of the agency;
- To enter into agreements with multiple proposers;
- To request clarification from any respondent;
- To reject any and all non-responsive proposals;
- To waive irregularities in any proposal that the agency may elect to waive;
- To reject all proposals without cause; or
- To issue subsequent requests for new proposals.

XIII. IN-PERSON PRESENTATIONS

Depending upon the responses to this RFP, RecycleSmart may elect to hold interviews/presentations. However, the agency reserves the right to select a vendor(s) based on an evaluation of the written proposals received and references, thereby eliminating oral interviews. Interviews/presentations may be conducted via videoconferencing or in person.

XIV. AWARD OF CONTRACT

RecycleSmart reserves all its rights in this RFP process, including not selecting a provider/contractor through this process. Attachment A is the standard CCCSWA (RecycleSmart) provider services agreement. Please review the agreement and note any concerns or suggested changes in your proposal.

ATTACHMENTS

- A. Standard CCCSWA Provider Services Agreement
- B. Consultant and RecycleSmart Roles for Scope #1: Franchise Development and Procurement
- C. Cost Form for Scope #1: Franchise Development and Procurement
(Provided as a separate Excel document).

ATTACHMENT A

CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY PROVIDER SERVICES AGREEMENT WITH _____ FOR _____

THIS AGREEMENT (“Agreement”) is entered into by and between the Central Contra Costa Solid Waste Authority (“CCCSWA”) and _____ (“Provider”), effective _____.

RECITALS

- A. WHEREAS,
- B. WHEREAS, Provider desires to perform such professional services for the CCCSWA;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the CCCSWA and Provider agree as follows:

AGREEMENTS

1. Term. Except as provided in Section 8 below, the term of this Agreement shall commence on _____ and conclude on _____. The CCCSWA shall have the option to extend the Agreement for an additional _____ based on the mutual agreement of the parties. Should the term be extended, the payment terms shall be the same as provided below.
2. Services. Subject to the terms and conditions set forth in this Agreement, Provider shall provide the services set forth in the Scope of Services, attached hereto as Attachment A (“Services”):
3. Payment. In exchange for satisfactorily providing the Services, CCCSWA will pay to Provider an fee not to exceed _____ over the term of the agreement. Provider shall submit invoices, based on the cost for work performed. The making of any payment by the CCCSWA shall in no way lessen the liability of Provider to correct or revise unsatisfactory work, even though the unsatisfactory character of such work may have been apparent or detected at the time such payment was made. CCCSWA may withhold payment to Provider in any instance in which Provider has failed or refused to satisfy any material obligation provided for in this Agreement. In no event shall the CCCSWA be liable for interest or late charges for any late payments. Notwithstanding the foregoing, no payments will be made to Provider under this Agreement beyond those amounts appropriated and budgeted by the CCCSWA to fund payments under this Agreement.
4. Additional Services. Provider is not authorized to provide any additional or extra services beyond the services provided under this Agreement. Any additional services required beyond those set forth in this Agreement shall be performed only if mutually agreed to in writing by the CCCSWA and the Provider.
5. Responsible Personnel. The professional services described in this Agreement shall be performed by _____; [OPTIONAL-Provider may subcontract as provided below]. Provider shall assign only competent personnel to perform services pursuant to this Agreement. In the event that the CCCSWA, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Provider to perform services pursuant to this Agreement, Provider shall remove any such person immediately,

upon receiving notice thereof from the CCCSWA, and will use reasonable best efforts to replace them and the services they were providing.

6. Facilities and Equipment. Provider shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement.

7. Independent Contractor. Both parties understand that Provider, its agents, employees and subcontractors are and shall at all times remain as to CCCSWA wholly independent contractors. Neither the CCCSWA, nor any of its Board, each Member Agency and its City or Town Council or its Board and each of their officers, employees and agents shall have any control over the manner by which Provider performs this Agreement and shall only dictate the results of the performance. Provider shall not represent that Provider or its agents, employees or subcontractors are agents or employees of the CCCSWA. Should a relevant taxing authority determine that Provider is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Provider which can be applied against this liability). Agency shall then forward those amounts to the relevant taxing authority. Except as the CCCSWA may specify in writing, Provider shall have no authority, express or implied, to act on behalf of the CCCSWA in any capacity whatsoever as an agent. Provider shall have no authority, express or implied, pursuant to this Agreement, to bind the CCCSWA to any obligation whatsoever. Should any court, arbitrator, or administrative authority determine that Provider is an employee for any other purpose, Provider agrees to a reduction in CCCSWA's financial liability under this Agreement so that CCCSWA's total expenses under this Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that Provider was not an employee.

8. Termination.

- a. The CCCSWA may terminate this Agreement at any time without cause upon thirty (30) days written notice to Provider. The CCCSWA may terminate this Agreement at any time without prior notice in the event that Provider defaults and fails to cure under this Agreement. This Agreement shall terminate, without penalty, liability, or expense of any kind to the CCCSWA, at the end of any fiscal year if no funds or insufficient funds are appropriated and budgeted for the next succeeding fiscal year. The CCCSWA has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements or program costs. The CCCSWA's budget decisions are subject to the discretion of the CCCSWA Board of Directors. Provider's assumption of risk of possible discretionary termination and/or non-appropriation is part of the consideration for this Agreement.
- b. Upon non-appropriation or receipt of notice of discretionary termination or termination for default, and if requested to do so by the CCCSWA, Provider shall stop work at the stage directed by the CCCSWA and shall deliver all drawings, specifications and documentation developed as of said stage within two (2) weeks of notice. Upon non-appropriation or discretionary termination, neither party shall have any further obligation to the other party, except that the provisions of this Agreement concerning payment, independent contractor, insurance, indemnification, confidential information, records, and governing law shall survive termination.

9. Indemnification. To the fullest extent permitted by law, Provider shall indemnify, defend, and hold harmless the CCCSWA and its Board, each Member Agency and its City or Town Council or its Board and each of their officers, employees and agents against any and all liability, claims, actions, causes of action, complaints, or demands whatsoever against any of them, including any injury to or death of any person or damage to property or other liability of any nature, arising out of or in any way connected with the performance of this Agreement by Provider or Provider's employees, officers, agents or subcontractors. Provider shall also indemnify, defend, and hold harmless the CCCSWA, its Board, and its officers, employees and agents against any and all liability, claims, actions, causes of action, complaints, or demands made by Member Agencies or Member Agencies' contractors, arising out of or in any way connected with the performance of this Agreement. All obligations under this provision are to be paid by Provider as they are incurred by the CCCSWA.

10. Copyright; Intellectual Property Indemnification. Provider represents and warrants that it has the legal right to utilize all intellectual property it will utilize in the performance of this Agreement. Provider shall indemnify, defend, and hold harmless the CCCSWA and its Board, each Member Agency and its City or Town Council or its Board, and each of their officers, employees and agents against and save it harmless from any and all losses, damage, costs, expenses, and attorneys' fees suffered or incurred as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent, copyright, or trade secret, and arising out of the use of the equipment or materials utilized to perform under this Agreement or specified by or procured by Provider, or out of the processes or actions employed by, or on behalf of, Provider in connection with the performance of this Agreement.

11. Insurance. Authorization for Provider to proceed will be granted as soon as the applicable insurance documents are received and accepted by the CCCSWA. Provider shall procure and maintain at its sole cost for the duration of this Agreement the following insurance:

a. Minimum Scope of Insurance.

Coverage shall be at least as broad as:

1) Insurance Services Office Form CG 00 01 covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury, blanket contractual liability, and personal and advertising injury.

2) Insurance Services Office form number CA 0001 covering Automobile Liability, Code 1 "any auto," or if Provider has no owned autos, Code 8 (hired) and Code 9 (non-owned).

3) Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

4) Errors and omissions liability insurance appropriate to Provider's profession.

b. Minimum Limits of Insurance.

Provider shall maintain policy limits of no less than:

1) General Liability: \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

3) Worker's Compensation and Employers Liability: Worker's compensation insurance as required by the State of California, with statutory limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

4) Professional Liability (Errors and Omissions) Insurance appropriate to the Provider's profession, with limit no less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.

5) If Provider maintains broader coverage and/or higher limits than the minimums shown above, the CCCSWA requires and shall be entitled to the broader coverage and/or the higher limits maintained by Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CCCSWA.

6) 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 noncontributory basis for the benefit of the CCCSWA (if agreed to in a written contract or agreement) before the CCCSWA's own Insurance or self-insurance shall be called upon to protect it as a named insured.

c. Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by the CCCSWA. The CCCSWA may require Provider to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or by the CCCSWA.

d. Other Insurance Provisions.

The policies shall contain, or be endorsed to contain, the following provisions:

1) Additional Insured Status. Except as regards Professional Liability (Errors and Omissions) Insurance, the CCCSWA, its Board, each Member Agency and its City or Town Council or its Board and their officers, employees, and agents are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Provider including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Provider's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

2) Primary Coverage. Provider's insurance coverage shall be primary insurance with coverage at least as broad as ISO CG 20 01 04 13 as respects the CCCSWA, its Board, each Member Agency and its City or Town Council or its Board and their officers, employees and agents. Any insurance or self-insurance maintained by the CCCSWA, its Board, each Member Agency and its City or Town Council or its Board and their officers, employees and agents shall be excess of Provider's insurance and shall not contribute with it.

3) Notice of Cancellation. If an insurance policy required by this Agreement is unilaterally cancelled or changed by the insurer, Provider shall provide prompt notice of any cancellation of coverage to the CCCSWA and provide substitute insurance meeting the requirements of this Agreement; such notice obligation shall not change Provider's obligation provided above to maintain continuous coverage.

4) Waiver of Subrogation. For all coverages except Worker's Compensation and Employers Liability, and Professional Liability (Errors and Omissions) Insurance, Provider hereby grants to the CCCSWA, its Board, each Member Agency and its City or Town Council or its Board and their officers, employees, and agents a waiver of any right to subrogation which any insurer of said Provider may acquire against such parties by virtue of the payment of any loss under such insurance. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CCCSWA has received a waiver of subrogation endorsement from the insurer.

5) Claims Made Policies. If any of the required policies provide coverage on a claims-made basis: (i) the retroactive date must be shown and must be before the date of the contract or the beginning of contract work; (ii) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work; (iii) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

6) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CCCSWA, its Board, each Member Agency and its City or Town Council or its Board and their officers, employees, and agents.

7) Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the CCCSWA.

f. Verification of Coverage.

Provider shall furnish the CCCSWA with original certificates of insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive Provider's obligation to provide them. The CCCSWA reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. All endorsements shall be signed by a person authorized by that insurer to bind coverage on its behalf.

g. Subcontractors.

Provider agrees to include in all 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 Provider shall agree to be bound to Provider and the CCCSWA in the same manner and to the same extent as Provider is bound to the CCCSWA under this Agreement and Provider shall furnish a copy of this Agreement's insurance and indemnity provisions to all subcontractors. All subcontractors shall provide Provider with valid certificates of insurance and the required endorsements

included in the Agreement prior to commencement of any work and Provider will provide proof of compliance to the CCCSWA.

h. Special Risks or Circumstances. The CCCSWA reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

i. Notification of Accident, Injury, or Damage. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, Provider shall immediately notify the CCCSWA by telephone. Provider shall promptly submit to the CCCSWA a written report, in such form as may be required by the CCCSWA of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) names and address of Provider's subcontractor, if any; (3) name and address of Provider's liability insurance carrier; and (4) a detailed description of accident and whether any of the CCCSWA's equipment, tools, materials or staff were involved. Failure to comply with this section shall constitute a material breach of this Agreement.

12. Safety and Accidents. Provider shall comply with all laws and industrial safety standards. Provider shall perform the work in full compliance with applicable state and federal safety requirements including but not limited to Occupational Safety and Health Administration requirements, and shall assume sole and complete responsibility during the course of completion of the assignment for safety of Provider's employees and subcontractor's employees. Nothing in this Article requires Provider to be responsible for safety of the CCCSWA property or the CCCSWA personnel or the property or personnel of any third parties over which Provider has no authority or control.

13. Ownership of Documents. Provider's work product including software, systems, networks, drawings and specifications, data, reports, estimates, opinions, recommendations, summaries, and any other such information and materials as may be accumulated by Provider in performing work under this Agreement, whether complete or in progress, shall be vested in the CCCSWA, and none shall be revealed, disseminated, or made available by Provider to others without prior consent of the CCCSWA. If this Agreement is canceled in accordance with Article 8 Provider shall deliver such documents within two weeks of cancellation. All documents of any type developed or obtained by Provider in the performance of this Agreement shall be deemed to be the property of the CCCSWA.

14. Authority and Notice. The CCCSWA Executive Director (or his designee) will have complete authority to transmit instructions, receive information, and interpret and define the CCCSWA policies and decisions pertinent to the work. In the event the CCCSWA wishes to make a change in the agency representation, the CCCSWA will notify the Provider of the change in writing. Any notice to be given under this Agreement shall be given by enclosing the same in a sealed envelope, first-class postage prepaid and depositing the same in the United States mail, addressed to the party at the following address (as may be updated by written notice of a party):

CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY:

David Krueger, Executive Director
Central Contra Costa Solid Waste Authority
1850 Mt. Diablo Blvd., Suite 320
Walnut Creek, CA 94596

Office Telephone: 925-906-1801
Email: authority@recyclesmart.org

PROVIDER:

____, Principal
____[company]

Telephone: ____
Email: ____

The parties shall make good faith efforts to provide advance courtesy notice of any notices hereunder via email. However, under no circumstances shall such courtesy notice satisfy the notice requirements set forth above; nor shall lack of such courtesy notice affect the validity of service pursuant to the notice requirement set forth above.

15. Assignment; Subcontractors. This Agreement contemplates the personal services of Provider, its employees, and subcontractors, and it is understood by both parties that a substantial inducement for entering into this Agreement was, and is, the professional reputation and competence of Provider. Neither Provider nor the CCCSWA shall assign or otherwise transfer this Agreement or the rights or obligations hereunder. However, with the prior consent of the CCCSWA given in writing, Provider is entitled to subcontract such portions of the work to be performed under this Agreement as may be specified by the CCCSWA and all subcontractors shall be subject to all the provisions of this Agreement.

16. Qualifications. Provider represents that it and its employees and subcontractors are fully qualified to perform the services under this Agreement. Provider represents and warrants to the CCCSWA that Provider has, and at all times during the performance of this Agreement shall maintain all licenses, permits, qualifications and approvals of any nature which are required for Provider to practice Provider's profession.

17. Time of the Essence. Time is of the essence in the performance of the services under this Agreement and time deadlines shall be strictly construed.

18. Standard of Performance. Provider shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Provider is engaged in the geographical area in which Provider practices his profession. All products that Provider delivers to the CCCSWA pursuant to this Agreement shall be prepared in a substantial, first-class, and

workmanlike manner, and conform to the standards of quality normally observed by a person practicing in Provider's profession. The CCCSWA shall be the sole judge as to whether the product of the Provider is satisfactory. Provider shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies pertaining to this Agreement. Provider will hold any confidential information received from the CCCSWA in the course of performing this Agreement in trust and confidence and will not reveal such confidential information to any person or entity, either during the term of the Agreement or at any time thereafter without the prior written consent of the CCCSWA.

The review of systems, drawings, designs, workshops, reports, opinions, recommendations and incidental consulting work or materials furnished hereunder will not in any way relieve Provider of responsibility for the professional and/or technical adequacy of its work. Neither the CCCSWA review, acceptance of, nor payment for, any of the services will be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

19. Examination of Records; Retention of Records. Provider agrees that the CCCSWA will have access to and the right to examine any directly pertinent books, documents, papers, and records of any and all the transactions relating to this Agreement at any time after the inception of the Agreement upon reasonable notice. Until the expiration of five years after the furnishing of any services pursuant to this Agreement, Provider shall make available to CCCSWA, upon written request, such books, documents and records of Provider (and any subcontractor(s)) that are necessary to certify the nature and extent of the reasonable cost of services to the CCCSWA.

20. Prohibited Interests. No officer or employee of the CCCSWA shall have any financial interest in this Agreement or the proceeds of thereof. This Agreement shall be voidable at the option of the CCCSWA if this provision is violated.

21. Default; Remedies. The following shall constitute an event of default hereunder: Failure to perform any obligation under this Agreement and failure to cure such breach within fifteen (15) days after receiving notice of such breach, provided that if the nature of the breach is such that the party claiming breach determines it will reasonably require more than fifteen (15) days to cure, breaching party shall not be in default if it promptly commences the cure and diligently proceeds to completion of the cure. Upon any default, the non-defaulting party shall have the right to immediately suspend or terminate the Agreement, seek specific performance, and/or seek damages including incidental, consequential and/or special damages to the full extent allowed by law. In the event that either the CCCSWA or Provider brings an action or proceedings for damages for an alleged breach of any provision of this Agreement, the prevailing party will be entitled to recover as part of such action or proceeding, all litigation and collection expenses, including witness fees, court costs, and reasonable attorneys' fees. Arbitration shall be attempted if both parties mutually agree before, during, or after litigation has begun.

22. Governing Law. California law shall govern this Agreement. Any action to enforce or interpret this Agreement shall be brought in a court of competent jurisdiction in Contra Costa County, California.

23. Entire Agreement; Modifications. This Agreement is the entire Agreement between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral. This Agreement may be amended only by written agreement signed by both parties.

24. Power to Execute; Execution and Delivery. Each individual executing this Agreement, on behalf of one of the parties, represents that they are duly authorized to sign and deliver this Agreement on behalf of such party, and that this Agreement is binding on such party in accordance with its terms. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Unless otherwise prohibited by law or CCCSWA policy, the parties agree that an electronic signature to this Agreement and an electronic copy of this Agreement have the same force and legal effect as an original ink signature transmitted in hard copy (e.g., transmission via email of a .pdf file containing a scanned or digitally applied signature).

IN WITNESS WHEREOF, the Parties have agreed to the foregoing and hereby execute this Agreement.

CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY:

BY: _____
TITLE: _____
DATE: _____

Approved as to Form:

Deborah Miller, General Counsel

DATE: _____

PROVIDER:

BY: _____
TITLE: _____
DATE: _____

ATTACHMENT B
CONSULTANT AND RECYCLESMART ROLES FOR
SCOPE#1: FRANCHISE DEVELOPMENT AND PROCUREMENT

Task	RecycleSmart Staff Role	Consultant Role
Program Development	Provide list of any new or enhanced programs desired by customers and Board.	Provide analysis of the new and enhanced programs requested by RecycleSmart: How effective these programs have been in other jurisdictions, program costs in other jurisdictions, how best to implement the requested programs, and describe them in writing. Suggest additional new or enhanced programs based on RecycleSmart goals, current conditions, future projections, state regulations, and industry best practices.
Draft RFP and Franchise Agreement	Add desired programs to consultant-provided templates. Provide RecycleSmart goals, service area background information, current program statistics, RecycleSmart legal boilerplate language and insurance requirements. Create first drafts. Publish final RFP, draft agreement, and supporting documents on RecycleSmart website.	Provide templates. Review and edit City's drafts for cohesiveness, consistency, clarity, and best practices. Assist staff in evaluating any desired changes to franchise provisions such as initial term and extensions, rate adjustment method, performance standards, reporting requirements, liquidated damages, etc.
Pre-Proposal Conference	Present on RecycleSmart goals, background, and desired programs.	Attend and present on the RFP process, evaluation method, and proposal requirements.
Questions from Proposers	Work collaboratively with consultant to respond to questions.	Work collaboratively with RecycleSmart staff to respond to questions.
Proposer Interviews	Participate in interviews.	Participate in interviews.
Proposal Evaluation	Review and score proposals. Discuss with Consultant. Draft clarifying questions to proposers.	Provide 1 or 2 members of evaluation panel. Review and score proposals. Provide benchmarking from other procurements to assess reasonableness of costs and operating assumptions. Draft clarifying questions to proposers. Perform detailed analysis of cost proposals and operating statistics.

Task	RecycleSmart Staff Role	Consultant Role
Contract Negotiations (Assume negotiations with 2-4 proposers for post-collection and 1-2 proposers for collection)	Assist in all negotiation meetings. Take minutes. Edit draft contract language during the meeting (projecting the draft on a screen) to reflect agreements between both parties.	Provide one experienced negotiator to lead all negotiation meetings. Draft term sheets. Evaluate the reasonableness of requests from proposers. Suggest contract language.
Ad Hoc Committee Meetings Sub-committee of Board of Directors focused on procurement. (One per month, 1-2 hours each)	Attend all Ad Hoc Committee meetings. Prepare staff reports and PowerPoint presentations. Present information to the Committee.	Provide 1 lead consultant at all Ad Hoc Committee meetings. Meetings may be attended via videoconferencing. Review and edit RecycleSmart staff's draft reports and presentations to the committee.
RecycleSmart Board of Directors Meetings (Assume 4 meetings, 1-2 hours each)	Prepare staff reports and PowerPoint presentations. Present information and recommendations to the Board.	Review and edit draft staff reports and PowerPoint presentations. Provide data analysis to be included in reports and presentations. Have 1-2 consultants attend the meeting to assist staff in answering questions from the Board. Meetings are in-person only

ATTACHMENT C: COST FORM FOR SCOPE #1: FRANCHISE DEVELOPMENT AND PROCUREMENT

Tasks	Not-to-Exceed Compensation	Assumptions
1 Program Development		
2 Ad Hoc Committee Meetings		
3 Board of Directors Meetings (4 meetings, 1-2 hours each)		
Post-Collection RFP		
4 Draft RFP and Franchise Agreements		
5 Preproposal Conference & Responses to Proposer Questions		
6 Proposal Evaluation & Proposer Interviews		
7 Contract Negotiations (with 2-4 proposers)		
Collection RFP		
8 Draft RFP and Franchise Agreement		
9 Preproposal Conference & Responses to Proposer Questions		
10 Proposal Evaluation & Proposer Interviews		
11 Contract Negotiations (with 1-2 proposers)		
Total Not-to-Exceed Compensation for Scope #1	\$0.00	N/A

Enter a not-to-exceed amount for each task.
 Consultant will bill RecycleSmart based on hourly rates and reimbursable expenses specified in the consulting agreement.
 Consultant cannot bill RecycleSmart for more than the not-to-exceed amount for a task, or in total, without prior authorization from RecycleSmart.
 Provide your assumptions used to propose the not-to-exceed amount for each task that, if inaccurate, could reasonably lead to compensation in excess of the not-to-exceed amount for that task.
 You may propose an alternative list of tasks, with associated compensation and assumptions.