

**MARIN COUNTY HAZARDOUS AND SOLID WASTE
MANAGEMENT JOINT POWERS AUTHORITY**

**REQUEST FOR PROPOSALS (RFP)
FOR
MATERIAL FLOW & CAPACITY ANALYSIS ASSISTANCE**



Issue Date: October 3, 2017

Response Due: October 27, 2017

Date	Event
October 3, 2017	Release of RFP
October 12, 2017	Deadline for submitting written questions
October 19, 2017	Deadline for ZWM answering questions
October 27, 2017	Deadline for submitting RFPs
Week of October 30, 2017	Interviews of Qualified/Short Listed Firms
November 6, 2017	Notification/Negotiation of Contract
November 20 – May 1 2018	Contract Period

TABLE OF CONTENTS

I.	JPA Structure	3
II.	Introduction.....	3-4
III.	Selection Process	4
IV.	Qualifications	4-5
V.	Scope of Services.....	5-7
VI.	Proposal Format.....	7
VII.	Additional Information	8
VIII.	Submittal Instructions	8
IX.	Disclaimers	9
	Submitting a Response to the RFP	
	Proposer’s Financial Responsibility	
	Property of the JPA	
	Award of contract	
X.	Attachments	
	1. Infographic Samples	
	2. Zero Waste Marin 2017 EAR Organics Calculator	
	3. Standard JPA Contract	

I. JPA STRUCTURE

The Marin County Hazardous and Solid Waste Management Joint Powers Authority (JPA) is an agency consisting of all 11 incorporated cities/towns within Marin (Belvedere, Corte Madera, Fairfax, Larkspur, Mill Valley, Novato, Ross, San Anselmo, San Rafael, Sausalito, and Tiburon) and the County. The JPA commonly goes by the more “friendly” name – Zero Waste Marin. The JPA was formed in an effort to comply with the requirements of the California Integrated Waste Management Act (AB 939) as a regional entity. Additionally, there are 12 special districts that franchise for refuse hauling services for a total of 24 agencies that participate in refuse hauling franchise agreements.

The JPA is funded through hauler assessments and landfill tipping fees with an approximate annual budget of \$3,400,000. Included in the JPA’s annual budget is support for Marin’s Household Hazardous Waste Facility in San Rafael, reporting to CalRecycle, public outreach, grant implementation, recycling events, and AB 939, AB 341, and AB 1826 compliance programs.

The JPA contracts with the Marin County Department of Public Works for staffing, administration, and program implementation. Beginning in 2006, the JPA developed a Zero Waste Feasibility Study that outlined ways to attain our Zero Waste Goal of 80% Diversion by 2012 and Zero Waste (94% diversion) by 2025. The Zero Waste activities that resulted from that Study were development of a Zero Waste Outreach Program, a Grant Program to fund Zero Waste activities for our member agencies, an augmented C&D diversion program, and the Zero Waste Schools Program (ZWSP).

Marin currently has five franchised hauling companies (Bay Cities Refuse, Marin Sanitary Service, Mill Valley Refuse, Novato Disposal and Redwood Empire Disposal) operating throughout different areas of Marin and one public waste hauler, Tamalpais Community Services District, which operates in the Tamalpais Valley. Each hauler accepts slightly different materials for recycling, composting, or hazardous waste disposal and has different strategies for outreach to the community.

II. INTRODUCTION

The JPA is requesting qualified firms, partnerships, corporations, associations, or professional organizations (including team proposals, with one entity who would act as the contract lead) to develop a “Materials Flow & Capacity Analysis” (MFCA) to give the JPA tools to aid in regulatory compliance and long term planning for cost effective and environmentally responsible disposal and organics capacity for the next five to twenty years.

The primary goal of the MFCA is to provide a report and presentation to the JPA Board which identifies key policy matters the JPA has some control over related to local solid waste processing infrastructure to enable residents and businesses to continue to enjoy safe and cost effective discard management and disposal. For example, the report and

presentation will need to provide the JPA Board with information about the capacity/local access to organics processing to comply with increasing State mandates for organics diversion and compliance with the new and unfolding legislation focused on greenhouse gas reduction (SB 1383). Similarly, even with a zero waste goal, the JPA Board needs to be better informed about potential scenarios related to the eventual closure of the Redwood Landfill in Novato and access to cost effective waste disposal in the larger Bay Area region.

Project Value

The JPA Board approved \$50,000 for this project. The JPA may request to extend this contract for one additional year. Extension and any associated costs must be agreed to by both the JPA and the contractor.

III. SELECTION PROCESS

Proposals received that conform to the RFP instructions will be evaluated. No proposal submitted after the proposal submittal deadline will be considered. The evaluation will take place using the evaluation criteria identified in the following section. Interviews may be requested prior to final selection of one or more firms. Contractors who contract with the JPA are required to execute agreements and are required to comply with a variety of compliance requirements. Please review Attachment One, the standard JPA professional services contract template.

The following criteria will be used to evaluate submittals and to determine if interviews will be necessary prior to selecting a contractor:

Evaluation Criteria	Percentage of Total Score
○ Experience and ability with similar projects	25%
○ Ability to accomplish all items listed in the scope of services	25%
○ Professional and technical expertise of proposed personnel	25%
○ Quality of RFP response	25%

IV. Qualifications

The contractor is responsible for working under the direction of the contract manager and to effectively communicate with the JPA and other collaborating organizations and agencies and their representatives. This contract requires the ability to “translate” complicated analysis into manageable pieces of information and to make presentations to multiple stakeholders, including the Local Task Force (LTF) and JPA Boards. It requires

analytical and quantitative skills, Excel, an understanding of the legislative landscape at both the local and state level and an ability to convert findings into greenhouse gas terms. 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.

V. Scope of Services

Final task descriptions and outcomes are subject to further input and negotiation with the selected proposer. The JPA understands that certain tasks will require interaction with stakeholders related to data input, infrastructure and facility operators. The JPA will facilitate access to these stakeholders as required.

1. **Board Report.** The primary task in this Project will be to prepare a report and presentations to the JPA at two meetings in spring 2018. The report and presentation are to be highly summarized and prioritized to convey a short list of the most pressing policy matters that are actionable for the Board to help them ensure Marin has access to cost effective, environmentally responsible solid waste infrastructure in both the short term and long term. The report might also include a “leave behind” infographic that summarizes the key points of the presentation. See **Attachment One** for some possible examples. Tasks 2-5 of the MFCA scope support this primary task.
2. **Legislative/Regulatory Compliance.** As required by AB 876, each county or regional agency must submit information to CalRecycle regarding organics capacity surplus or deficit over the next 15 years. The proposer will:
 - A. Review the Organics Management Infrastructure Planning Calculator used in the 2017 EAR (to report on 2016) (**Attachment Two**) and assist the JPA in refining the assumptions and worksheet to determine the need for and availability of organics processing capacity. Information supporting this task will come from sites including: Waste Management’s Earth Care Compost Facility, the Central Marin Sanitation Agency and smaller organics processing facilities such as West Marin Compost.
 - B. Additionally, the Contractor will help the JPA characterize SB 1383 compliance related to a 50% reduction in organic waste disposal from the 2014 level by 2020 and a 75% reduction by 2025.
3. **Disposal Reporting System (DRS) Troubleshooting, AB-901 Preparedness and JPA Assessment Calculations.** The JPA uses a MS Excel workbook for CalRecycle State Disposal Reporting System reporting. This tools needs to be updated in light of changes coming via AB-901 – particularly how AB 901 reporting can impact how the JPA obtains information to calculate and levy its Annual Assessments on the local haulers and facility operators¹. Work in this task will include a review of spreadsheet

¹ This spreadsheet can be made available upon request.

calculations for errors, standardizing the layout of each “input” tab, organized by hauler, standardizing the jurisdictions “total” tab, developing an explanation tab, developing a totals table organized by a select number of program areas called out in the CalRecycle Electronic Annual Report, and developing a totals table that can be used to track changes in various data types (organics, recycling, ADC, for example) over time.

The selected contractor will help the JPA review CalRecycle’s new AB 901 data gathering system in order to assess what information the JPA still needs to obtain from the haulers and facilities directly. The MFCA Project timeline coincides with the implementation of AB 901 which requires that haulers and facility operators, beginning January 1, 2018, report directly to CalRecycle, with disposal and processing data.

Of note:

- The JPA is funded by lump-sum assessments on the waste haulers and the solid waste facilities (Redwood Landfill in Novato and Marin Resource Recovery Center Transfer Station in San Rafael) that serve the County. In turn, these operators pass along these costs to their customers. The JPA must determine what information it requires relative to planning for disposal capacity over time in addition to setting fees in future years. The JPA uses disposal information provided by the haulers and facilities to apportion the assessments.
 - The disposal information required to develop the JPA budget and assessments must be in place no later than March 1 each year.
4. **Tonnage Scenario Tool.** Building on the upgraded Excel workbook effort completed in Task 3, the Contractor will develop an Excel tool to “plug in” scenarios (for example, if organics tons cease to come from Sonoma County, what impact will that have on the capacity of WM Earth Care Compost facility to absorb more tons generated in the County? Or, if a hauler who uses the Keller Canyon Landfill in Contra Costa County ceases to use that facility, what impact will that have on the capacity of Redwood Landfill and how will that shorten its life expectancy.) This tool will allow the JPA to consider various scenarios over time and better plan for future changes.

Of note:

- The Redwood Landfill is the largest payer of JPA assessments; in recent years approximately 40% of its tonnage has come from Sonoma County which helps lower the impact felt by Marin’s solid waste generators.

5. **Landfill, Organics and Recyclables Processing Capacity.** The JPA, through CCR, Title 14, Division 7, Chapter 9, Article 6.5, and Sections 18755 -18756.7 is responsible for developing and maintaining a Siting Element that demonstrates 15 years of countywide permitted solid waste disposal capacity that is or will be available through existing or planned facilities or other strategies. In 2012, the JPA contracted with Environmental Science Associates to determine Redwood Landfill's long term capacity. The selected contractor will review the 2012 findings, verify the accuracy of the disposal capacity and adjust it in light of actual disposal provided since its completion. The findings from this task will also be used during the Five Year Regional Agency Integrated Waste Management Plan Review Report which is due from the JPA to CalRecycle in April 2018.

VI. Proposal Format

Responders are to submit the requested information in the format specified below.

1. **Letter of Introduction:** Include background information on the company, company office location, company office phone number and company website address. Describe the experience, qualifications and any other vital information of all key personnel who may be assigned to perform services described in this RFP including names of sub consultants, (if using). Key personnel include owners, partners, managers, associates, and other professional staff who will perform work and/or services on this project. Please provide resumes (no longer than two pages) for all staff.
2. **Experience/Firm Qualifications:** Please provide three previous project profiles that highlight your firm's ability to partner with a local zero waste agency and that highlights your firm's ability to grasp, synthesize and present complex information to decision makers. In particular, provide examples which demonstrate your ability to convey highly summarized conclusions and recommendations via tools such as infographics (see **Attachment One**) or other creative means.
3. **Project Schedule:** Please provide a schedule for services. All services shall take place in the current fiscal year (July 1, 2017- June 30, 2018) with an understanding that the JPA expects the project to be completed by **June 1, 2018** with final invoicing no later than June 30, 2018.
4. **Scope:** Please describe your approach to assisting with each task as described in Section V above.

5. **Project Budget:** Please provide a budget organized by task and hours. Please provide a rate schedule to indicate the hourly rate of each member of the project team and the standard cost of expenses related to project tasks.
6. **References:** Please provide three references for the prime consultant firm and two for each of your sub consultants, if applicable.
7. **Resumes:** Please provide resumes for each member of your team. Resumes should be no longer than two pages per individual.

VII. ADDITIONAL INFORMATION

Questions regarding this RFP, or its process, should be submitted no later than **4:00 pm** October 12, 2017 with the subject of **Questions for MFCA RFP**, to Judith Silver: jsilver@marincounty.org. Responses will be posted on www.zerowastemarin.org by October 19, 2017.

VIII. SUBMITTAL INSTRUCTIONS

Respondents to this RFP should mail or deliver two (2) double-sided copies on recycled paper to the address listed below and email one (1) electronic copy to jsilver@marincounty.org. Hand carried proposals may be delivered to the address above **ONLY** between the hours 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding holidays observed by the agency.

Proposals must be received by 4:00 P.M. on October 27, 2017 and need to be directed to:

Judith Silver, Contract Manager
Marin County Hazardous and Solid Waste JPA
1600 Los Gamos Dr, Suite 210
San Rafael, CA 94903

IX. DISCLAIMERS

Submitting a Response to the RFP

Submission of a proposal does not guarantee any future business with the JPA. The issuance of this RFP does not constitute agreement by the JPA that any contract will actually be entered into by the JPA. The JPA reserves the rights to reject any and all information submitted and re-issue a new RFP, Request for Bid, or Request for Qualifications. The JPA Standard Contract is attached to this RFP as **Attachment 3**. By submitting a proposal without exceptions, the Proposer accepts all terms and conditions contained in that agreement.

Proposer's Financial Responsibility

The JPA accepts no financial responsibility for any costs incurred by a firm in responding to this RFP. Submissions of the RFP will become the property of the JPA.

Property of the JPA

Responses to this RFP become the property of the Marin County Hazardous and Solid Waste Management Joint Powers Authority and are subject to the California Public Records Act. This does not include the disclosure of a firm's net worth or information labeled by the firm as proprietary or confidential. In the event that the JPA is required to defend an action arising out of a Public Records request for any contents of a submittal marked "proprietary" or "confidential" respondent agrees to defend and indemnify the JPA from all costs and expenses resulting from such action.

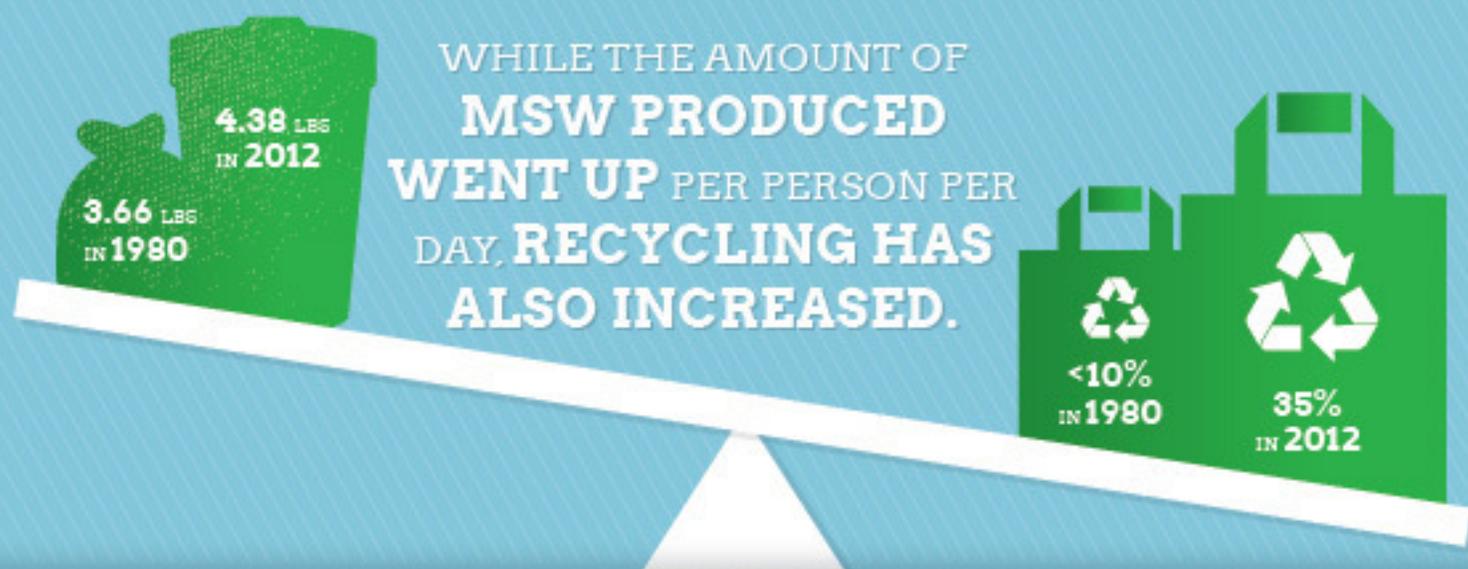
X. ATTACHMENTS

1. Infographic Samples.
2. Organics Calculator.
3. Standard JPA Contract.

OUR PROGRESS



OVER THE LAST FEW DECADES, THE
RECYCLING, COMPOSTING, AND
DISPOSAL OF MSW HAS CHANGED.



IN 2012, OVER 19 MILLION
TONS OF YARD TRIMMINGS
WERE COMPOSTED...



ALMOST
FIVE TIMES AS
MUCH AS IN 1990.



THE TOTAL AMOUNT OF
MSW GOING TO
LANDFILLS DROPPED

1990

FROM 145.3
MILLION

TO 135
MILLION TONS

2012

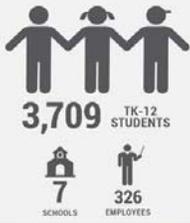


Local Control and Accountability Plan

Albany USD
2017-18 Highlights



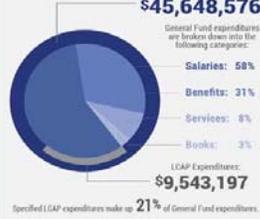
DISTRICT STORY



SUBGROUPS



BUDGET



GOAL #1 INVESTING \$5,647,507



Assess & Increase Academic Success

Highlighted Outcomes & Metrics	Target
FULLY CREDENTIALLED & APPROPRIATELY ASSIGNED TEACHERS & STAFF	≈/± 100%
MAINTAIN 6-12 INSTRUCTIONAL MATERIALS ACCESS	≈ 100%
INCREASE K-5 ENGLISH INSTRUCTIONAL MATERIALS ACCESS	≈ 100%
MAINTAIN STUDENT TO COMPUTER RATIO	≈ 2:5
MAINTAIN EL ACCESS TO ELD STANDARDS INSTRUCTION	≈ 100%

Highlighted Action, Expenditure & Targets	Amount
1.1 - Purchase standards-based curriculum & supplementary materials	\$737,524
1.2 - Academic intervention to encourage ELA/Math proficiency	\$777,216
1.3 - Implement ELD programs	\$878,767
1.4 - Implement project-based learning opportunities	\$110,000
1.5 - Career & Technical Education program materials & staff training	\$476,000
1.6 - Provide broad range of AP courses	\$560,000
1.7 - K-12th grade VAPA program	\$941,000
1.8 - Provide technology	\$642,000
1.9 - High quality & supportive library programs	\$625,000
1.10 - Attract & maintain diverse & highly qualified staff	\$40,000

GOAL #2 INVESTING \$2,974,889



Support the Whole Child

Highlighted Outcomes & Metrics	Target
INCREASE ATTENDANCE RATE	≈ 95%
DECREASE CHRONIC ABSENTEEISM RATE	≈ -5%
MAINTAIN LOW MIDDLE SCHOOL DROP-OUT RATE	≈ 0%
MAINTAIN LOW HIGH SCHOOL DROP-OUT RATE	≈ -5%
INCREASE HIGH SCHOOL GRADUATION RATE	≈ 95%

Highlighted Action, Expenditure & Targets	Amount
2.1 - Identify students-at-risk through robust attendance reporting & intervention program	\$420,606
2.2 - 6-12 grade student academic counseling	\$564,309
2.3 - Mental Health services program (specialists, intern supervisor, school social worker)	\$267,028
2.4 - Implement safe, inclusive, positive school climate programs	\$118,168
2.5 - 6-12th grade athletics program (director, coaches, equipment, supplies, & transportation)	\$305,540
2.6 - Provide K-12 PE program	\$1,209,860
2.7 - Counselors for social-emotional & academic support	\$89,378

GOAL #3 INVESTING \$1,117,801



Communicate & Lead Together

Highlighted Outcomes & Metrics	Target
MAINTAIN CLEAN & SAFE SCHOOLS	≈ 100%
ENGAGE PARENTS IN DECISION MAKING	≈ 100%
MAINTAIN EL, LL & FY PARENT PROGRAM PARTICIPATION	≈ 100%
MAINTAIN INDIVIDUALS WITH EXCEPTIONAL NEEDS PROGRAMS	≈ 100%
INCREASE EFFECTIVE COMMUNICATION STRATEGIES	Set Timeline

Highlighted Action, Expenditure & Targets	Amount
3.1 - Strengthen parent task force & increase subgroup participation	\$95,000
3.2 - Provide highly qualified clerical support (Education & Curriculum, Instruction, & Assessment)	\$496,245
3.3 - Improve facilities throughout district (review Facility Master Plan, design San Gabriel facilities, explore permanent District Office location, staff maintenance & business)	\$499,056
3.4 - Implement stronger student, parent & community communication	\$7,500
3.5 - Adapt & utilize up-to-date communication methods (Website, Social Media, Annual Newsletter)	\$20,000

Description	Default Value	User Input Value	Plan Notes
Step C: Calculate Current Disposal Totals			
Total Disposal in Current Year (tons per year (TPY)) =	223481	221,000	slightly reduced due to disposal mod
Total Population in Current Year =	263257	263,257	
Total Per Capita Disposal (pounds per person per day (ppd)) =	4.7	5	
Step D: Calculate Projected Disposal Totals			
Projected Population in 15 Years =	274904	274,904	
Future Per Capita Disposal (ppd) =	4.7	5	
Projected Total Disposal in 15 Years (tons) =	235799	230,782	
Step E: Calculate Projected Organic Disposal			
Total Projected Disposal in 15 Years (tons) =	235799	230,782	
Percentage of Organics in 15 Years (%) =	30.5	0	
Other Organics in 15 Years (tons) =		8,475	565 = tons of ADC associated with the DRS in 2017
Total Projected Organics Disposal in 15 years (tons): =	71919	78,864	
Step F: Calculate Current Organics Available Capacity			
Total Available Composting Capacity (TPY) =	12128	12,128	
Total Available In-Vessel (AD) Capacity (TPY) =			
Total Available Chip & Grind Capacity (TPY) =	1100	1,100	
Total Available Other Organics Capacity (TPY) =			
Total Current Year Available Organics Capacity (TPY) =	13228	13,228	
Step G: Calculate Changes to Projected Available Organics Capacity			
Total Current Year Available Organics Capacity (TPY) =	13228	13,228	
Changes in Available Organics Capacity in 15 Years (TPY) =		2,500	assumes WM adds 250 tpy capacity starting in 2022
Projected Available Organics Capacity in 15 Years (tons) =	13228	15,728	
Step H: Calculate Projected Organic Recycling Capacity Access			
Projected Available Organics Capacity in 15 Years (tons) =	13228	15,728	
Available Capacity County has Access/Contracts to (%) =	0	1	
Usable Available Organics Capacity in 15 Years (tons) =	0	15,728	
Step I: Calculate Potential Shortfall in Projected Organics Recycling Capacity			
Total Projected Organics Disposal in 15 Years (tons) =	71919	78,864	
Usable Available Organics Capacity in 15 Years (tons) =	0	15,728	
Potential Shortfall or Excess in Organics Capacity (TPY) =	-71919	63,136	
Conversion from Tons to Cubic Yards			
Organics Disposal (factor to convert from tons to cubic yards)	4.33	4.33	
Organics Capacity (factor to convert from tons to cubic yards)	4.33	4.33	
Total Projected Organics Disposal in 15 Years (cubic yards) =	311409	341,481	
Usable Available Organics Capacity in 15 Years (cubic yards) =	0	68,102	
Potential Shortfall or Excess in Organics Capacity (CYY) =	-311409	(273,379)	

Plan Notes

Date Generated: Monday, July 24, 2017 5:01 PM

MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

**PROFESSIONAL SERVICES CONTRACT
2012 - Edition 1**

THIS CONTRACT is made and entered into this _____ day of _____ 20____, by and between the MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY, hereinafter referred to as "JPA" and _____, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, JPA desires to retain a person or firm to provide the following service: _____; and

WHEREAS, Contractor warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the Contract made, and the payments to be made by JPA, the parties agree to the following:

1. SCOPE OF SERVICES:

Contractor agrees to provide all of the services described in **Exhibit A** attached hereto and by this reference made a part hereof.

2. FURNISHED SERVICES:

The JPA agrees to:

- A. Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
- B. Make available all pertinent data and records for review.
- C. Provide general bid and Contract forms and special provisions format when needed.

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract. Contractor shall provide JPA with his/her/its Federal Tax I.D. number prior to submitting the first invoice.

4. MAXIMUM COST TO JPA:

In no event will the cost to JPA for the services to be provided herein exceed the maximum sum of \$ _____ including direct non-salary expenses. As set forth in section 14 of this Contract, should the funding source for this Contract be reduced, Contractor agrees that this maximum cost to JPA may be amended by written notice from JPA to reflect that reduction.

5. TIME OF CONTRACT:

This Contract shall commence on the date this agreement is made and entered into, and shall terminate on _____. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. INSURANCE:

Commercial General Liability:

The Contractor shall maintain a commercial general liability insurance policy in the amount of \$1,000,000 (\$2,000,000 aggregate). The JPA shall be named as an additional insured on the commercial general liability policy.

Commercial Automobile Liability:

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor, Contractor shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability, in the amount of \$1,000,000.00.

Workers' Compensation:

The Contractor acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, a copy of the certificate evidencing such insurance, a letter of self-insurance, or a copy of the Certificate of Consent to Self-Insure shall be provided to JPA prior to commencement of work.

Errors and Omissions, Professional Liability or Malpractice Insurance.

Contractor may be required to carry errors and omissions, professional liability or malpractice insurance.

All policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis unless JPA specifically consents to a "claims made" basis. The insurer shall supply JPA adequate proof of insurance and/or a certificate of insurance evidencing coverages and limits prior to commencement of work. Should any of the required insurance policies in this Contract be cancelled or non-renewed, it is the Contractor's duty to notify the JPA immediately upon receipt of the notice of cancellation or non-renewal.

If Contractor does not carry a required insurance coverage and/or does not meet the required limits, the coverage limits and deductibles shall be set forth on a waiver, **Exhibit C**, attached hereto.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of this Contract. In addition to any other available remedies, JPA may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

7. ANTI DISCRIMINATION AND ANTI HARASSMENT:

Contractor and/or any subcontractor shall not unlawfully discriminate against or harass any individual including, but not limited to, any employee or volunteer of the JPA based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any subcontractor understands and agrees that Contractor and/or any subcontractor is bound by and will comply with the anti discrimination and anti harassment mandates of all Federal, State and local statutes, regulations and ordinances including, but not limited to, County of Marin Personnel Management Regulation (PMR) 21.

8. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the JPA except for any subcontract work identified herein. If Contractor hires a subcontractor under this Contract, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Contract and shall require subcontractor to name Contractor and JPA as an additional insured under this Contract for general liability. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the JPA evidence of same.

9. ASSIGNMENT:

The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the JPA.

10. LICENSING AND PERMITS:

The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

11. BOOKS OF RECORD AND AUDIT PROVISION:

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this Contract. Contractor will permit JPA to audit all books, accounts or records relating to this Contract or all

books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at JPA's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from JPA. Contractor shall refund any monies erroneously charged.

12. WORK PRODUCT/PRE-EXISTING WORK PRODUCT OF CONTRACTOR:

Any and all work product resulting from this Contract is commissioned by the JPA as a work for hire. The JPA shall be considered, for all purposes, the author of the work product and shall have all rights of authorship to the work, including, but not limited to, the exclusive right to use, publish, reproduce, copy and make derivative use of, the work product or otherwise grant others limited rights to use the work product.

To the extent Contractor incorporates into the work product any pre-existing work product owned by Contractor, Contractor hereby acknowledges and agrees that ownership of such work product shall be transferred to the JPA.

13. TERMINATION:

- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the JPA may terminate this Contract by giving five (5) calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).

14. APPROPRIATIONS:

The JPA's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the JPA Board, the State of California or other third party. Should the funds not be appropriated JPA may terminate this Contract with respect to those payments for which such funds are not appropriated. JPA will give Contractor thirty (30) days' written notice of such termination. All obligations of JPA to make payments after the termination date will cease.

Where the funding source for this Contract is contingent upon an annual appropriation or grant from the JPA Board, the State of California or other third party, JPA's performance and obligation to pay under this Contract is limited by the availability of those funds. Should the funding source for this Contract be eliminated or reduced, upon written notice to Contractor, JPA may reduce the Maximum Cost to JPA identified in section 4 to reflect that elimination or reduction.

15. RELATIONSHIP BETWEEN THE PARTIES:

It is expressly understood that in the performance of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent Contractor and not as officers, employees or agents of the JPA. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and workers' compensation.

16. AMENDMENT:

This Contract may be amended or modified only by written Contract of all parties.

17. ASSIGNMENT OF PERSONNEL:

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to JPA, as is evidenced in writing.

18. JURISDICTION AND VENUE:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

19. INDEMNIFICATION:

Contractor agrees to indemnify, defend, and hold JPA, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's negligence, recklessness or willful misconduct in the performance of this Contract.

20. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws and resolutions: including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Board of Supervisors Resolution #2005-97 prohibiting the off-shoring of professional services involving employee/retiree medical and financial data affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the Contract Manager referenced in section 21. In addition, the following NOTICES may apply:

- 1. Pursuant to California Franchise Tax Board regulations, JPA will automatically withhold 7% from all payments made to vendors who are non-residents of California.**
- 2. Contractor agrees to meet all applicable program access and physical accessibility requirements under State and Federal laws as may apply to services, programs or activities for the benefit of the public.**
- 3. For Contracts involving any State or Federal grant funds, Exhibit D must be attached. Exhibit D shall consist of the printout results obtained by search of the System for Award Management at www.sam.gov.**

Exhibit D - Debarment Certification

By signing and submitting this Contract, the Contractor is agreeing to abide by the debarment requirements as set out below.

- The certification in this clause is a material representation of fact relied upon by JPA.
- The Contractor shall provide immediate written notice to JPA if at any time the Contractor learns that its certification was erroneous or has become erroneous by reason of changed circumstances.
- Contractor certifies that none of its principals, affiliates, agents, representatives or contractors are excluded, disqualified or ineligible for the award of contracts by any Federal agency and Contractor further certifies to the best of its knowledge and belief, that it and its principals:
 - Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency;
 - Have not been convicted within the preceding three-years of any of the offenses listed in 2 CFR 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;
 - Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses listed in 2 CFR 180.800(a);
 - Have not had one or more public transactions (Federal, State, or Local) terminated within the preceding three-years for cause or default.
- The Contractor agrees by signing this Contract that it will not knowingly enter into any subcontract or covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- Any subcontractor will provide a debarment certification that includes the debarment clause as noted in preceding bullets above, without modification.

21. NOTICES:

This Contract shall be managed and administered on JPA's behalf by the Department Contract Manager named below. All invoices shall be submitted and approved by this Department and all notices shall be given to JPA at the following location:

Contract Manager: Steve Devine
 Zero Waste Marin
 Dept./Location: 1600 Los Gamos, Suite 210
 San Rafael, CA 94903
 Telephone No.: 415 473-4298

Notices shall be given to Contractor at the following address:

Contractor:
 Address:
 Telephone No.:

22. ACKNOWLEDGEMENT OF EXHIBITS

	<input checked="" type="checkbox"/> <u>Check applicable Exhibits</u>	<u>CONTRACTOR'S INITIALS</u>
<u>EXHIBIT A.</u>	<input checked="" type="checkbox"/> Scope of Services	
<u>EXHIBIT B.</u>	<input checked="" type="checkbox"/> Fees and Payment	
<u>EXHIBIT C.</u>	<input type="checkbox"/> Insurance Reduction/Waiver	
<u>EXHIBIT D.</u>	<input checked="" type="checkbox"/> Contractor's Debarment Certification	
<u>EXHIBIT E.</u>	<input type="checkbox"/> Subcontractor's Debarment Certification	

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

CONTRACTOR:
 By: _____
 Name: _____
 Title: _____

APPROVED BY JPA:
 By: _____
 Executive Officer

JPA COUNSEL REVIEW AND APPROVAL (required if template content has been modified)

JPA Counsel: _____ **Date:** _____

EXHIBIT "A"
SCOPE OF SERVICES (required)

EXHIBIT "B"
FEES AND PAYMENT SCHEDULE (required)

EXHIBIT "C"

INSURANCE REDUCTION/WAIVER (if applicable)

CONTRACTOR:

CONTRACT TITLE:

This statement shall accompany all requests for a reduction/waiver of insurance requirements. Please check the box if a waiver is requested or fill in the reduced coverage(s) where indicated below:

	<i>Check Where Applicable</i>	<i>Requested Limit Amount</i>	<i>CAO Use Only</i>
General Liability Insurance	<input checked="" type="checkbox"/>	\$	
Automobile Liability Insurance	<input checked="" type="checkbox"/>	\$	
Workers' Compensation Insurance	<input checked="" type="checkbox"/>		
Professional Liability Deductible	<input checked="" type="checkbox"/>	\$	

Please set forth the reasons for the requested reductions or waiver.

Contract Manager Signature: _____

Date: tbd _____

Extension: _____

EXHIBIT D

**DEBARMENT CERTIFICATION FOR CONTRACTORS
(Attach SAM Printout)**

EXHIBIT E

**DEBARMENT CERTIFICATION FOR SUBCONTRACTORS
(Attach SAM Printout)**