

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

**REQUEST FOR PROPOSALS (RFP)
FOR
ZERO WASTE PUBLIC OUTREACH & EDUCATION**



Issue Date: July 3, 2019

Response Due: July 31, 2019

TABLE OF CONTENTS

I.	Introduction.....	3-4
	Intent	
	Response	
II.	JPA Structure	4-5
	Current Solid Waste Infrastructure	
III.	Preparing a Response	5-6
	Overview	
	Respond by the Numbers	
IV.	Additional Information	7
	Questions	
	Selection Process	
V.	Submittal Instructions	7
VI.	Disclaimers	7
	Submitting a Response to the RFP	
	No Financial Responsibility	
	Property of the JPA	
VII.	Attachments.....	8
	A: 2017 Annual Outreach Report	
	B: Standard JPA contract	

I. INTRODUCTION

Intent

The Marin County Hazardous and Solid Waste Management Joint Powers Authority (JPA) is soliciting qualification statements and information from experienced firms who have developed significant public outreach and education campaigns. The intent of this Request for Proposal (RFP) is to gather information on services provided by public relations and/or advertising and marketing firms, ideally with some government experience, to assist with developing new strategies and initiatives that will help the JPA meet its goal of Zero Waste.

The JPA desires to contract with a primary contractor – who may elect to propose with subcontractors in select specialties (website development and maintenance for example).

The JPA has already implemented seven years of a Zero Waste outreach campaign. Elements of the past campaign have included development and maintenance of the ZeroWasteMarin.org website, “Green Teas,” Zero Waste educational discussions, a monthly newsletter made available to the Member Agencies for use in their city/town outreach, tabling at community events, television ad campaign, and an outdoor advertising campaign. The JPA would like to build upon these efforts, leveraging current assets and increasing awareness and effectiveness of the campaign – with an increased emphasis on public relations and market research to identify the most effective community sectors to target that will yield the largest impact on waste reduction.

To better understand the JPA’s previous outreach strategy and program, please refer to **Attachment A**, the 2017 Annual Report provided by the agency’s previous contractor. The typical JPA annual budget for outreach and advertising including ad purchases and placements is \$175,000 - \$200,000.

Response

The JPA is seeking responses from contractors who can assist in the execution of various Zero Waste programs and initiatives as well as identify opportunities in the Marin community that can yield “the biggest bang for the buck” in terms of reducing the amount of resources going to landfill. The JPA is seeking an outreach and education strategy that is scalable, will have ongoing impact, and relate to the JPA’s waste reduction goals. The JPA is receptive to ways it can improve delivering its messages to audiences.

The JPA is seeking responses that will identify an applicant’s strengths and examples of past work and success. Applicants demonstrating the following services are encouraged to submit qualifications documenting their expertise and experience:

- Market Research
- Strategic Marketing, Messaging, and Advertising
- Social Media
- Multicultural Outreach
- Media Buy (Radio, TV, Print, Online)

- Graphic Design
- Website Design
- Public Relations
- Writing/Editing Services (hauler brochures)
- Annual Reports to stakeholders (JPA Board members)

In addition to the above, the applicant should also demonstrate its ability to work within the public sector and think creatively. Waste reduction should be considered in development of any materials.

II. JPA STRUCTURE

The Marin County Hazardous and Solid Waste Management Joint Powers Authority is an agency consisting of all 11 incorporated cities within Marin (Belvedere, Corte Madera, Fairfax, Larkspur, Mill Valley, Novato, Ross, San Anselmo, San Rafael, Sausalito, and Tiburon) and the County. 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 23 agencies that participate in resource hauling franchise agreements.

The JPA is funded through hauler and facility assessments with an annual budget of approximately \$4 million. Included in the JPA's annual budget is support for Marin's Household Hazardous Waste Facility in San Rafael, maintenance of the ZeroWasteMarin.org website, recycling guides, public outreach, grant implementation, recycling events, AB 939 compliance programs, and the conducting of public meetings – including those with a “Local Task Force” advisory body.

The JPA contracts with the Marin County Department of Public Works for staffing, administration, and program implementation. In 2006 the JPA adopted a goal to increase the diversion of materials from the landfill to meet an 80% diversion goal by 2012 and Zero Waste by 2025, ensure that resources are used to their highest potential, reduce upstream waste, and reduce Marin's ecological footprint. The JPA has completed a Zero Waste Feasibility Study and is beginning to develop new Zero Waste programs identified in the study, including increased community outreach.

Current Solid Waste Infrastructure

Marin currently has four franchised hauling companies (Bay Cities Refuse, Marin Sanitary Service, Mill Valley Refuse, and Recology Sonoma Marin) operating throughout different areas of Marin and one public waste hauler (Tamalpais Community Services District) that operates in the Tamalpais Valley. Each hauler has slightly different materials that are collected for recycling, composting, or hazardous waste disposal. Any campaigns and outreach materials will need to be developed with respect to these differences.

The JPA funds a Household Hazardous Waste Facility in Central San Rafael. Novato has an additional Household Hazardous Waste Facility that is operated by the Novato Sanitary District and only serves Novato residents. In addition, the JPA have related remote collection programs for Universal Wastes including batteries, fluorescent bulbs, sharps, and pharmaceuticals.

The solid waste infrastructure in Marin is complicated. JPA requires a contractor that will evaluate educational materials and information from the JPA, franchised resource haulers, local environmental groups, nonprofits, and local governments. A comprehensive outreach program will leverage existing resources and expand upon them to maximize effectiveness of the JPA outreach campaign.

III. PREPARING A RESPONSE

Overview

Respondents are to submit the requested information in the format specified below. Brochures and literature are welcome but should not be submitted in lieu of responding to the individual items below. If your response does not address all listed topics or program requirements, please note why a response is not listed, if the category is addressed in another way, or if the service can be easily provided by another contractor.

Respond by the Numbers

Please provide information on the numbered items below. Be sure to respond by number and in order. If you are not responding to a specific item number, then indicate “not offered,” “not applicable,” etc. Examples of brochures or other collateral may be attached to your response as supplemental material.

- 1) Letter of Introduction:** Provide a letter of introduction with a brief description of your firm, contact information for the primary point person from your firm, experience in the industry, number of years developing outreach campaigns, primary client type, and a summary of possible media, products, and services offered. Include company name, address, contact name, title, phone number, fax number, and email address. Also identify any subcontractors you intend to use and their particular specialty.
- 2) Firm Qualifications:** Provide a description of the services offered by your firm. Include public relations, market research, social networking programs, online advertising, educational outreach, graphic design, multilingual capabilities, web design, programming and other support services.
- 3) Current Clients and References:** Provide a list of three clients and contact information including phone and email, focusing on clients with public agency, environmental, or community education goals. Include the name of the client and a description of the campaign developed and results of said campaign (performance indicators).

4) **Approach:** Provide a brief description of the overall outreach campaign development process you would recommend for the JPA. Please include details of how current educational and information resources such as the JPA website, hauler websites, and customer outreach will be integrated into proposed outreach activities.

- a. **Website:** Provide information on your capabilities (or those of an identified sub-contractor) who can manage the more technical aspects of the ZeroWasteMarin.org website. The ZeroWasteMarin.org website is built on the SilverStripe application framework (Sapphire). Sapphire is an object oriented, MVC, PHP framework. A developer must possess a relatively high degree of proficiency with the PHP scripting language and a basic understanding of the Sapphire Documentation and API.

General Documentation -	http://doc.silverstripe.org/framework/en/2.4
API -	http://api.silverstripe.org/2.4/
Silverstripe demo:	http://demo.silverstripe.org/Security/login?BackURL=%2Fadmin%2F
	user: admin
	pass: password

5) **Implementation:** Provide a timeline of your implementation approach. The timetable should provide all services within a twelve-month period and identify JPA review opportunities (including participation in public meetings), examples of community outreach, numbers and types of proposed advertisements, number of impressions, and estimated impact of the program and estimates of associated costs.

6) **Estimated Budget:** The JPA typically has an annual budget of approximately \$175,000 - \$200,000 for outreach and education. Please develop an estimated budget that will identify types of media costs, advertisement purchases and staff costs that will be incurred. Include a variety of recommended and optional programs that your firm can provide within a \$200,000 budget. The JPA is looking for a complete package that includes all price components such as contract staffing, support costs, and expected advertising costs.

7) **Additional Features:** Describe any additional features that distinguish your methodology from others.

IV. ADDITIONAL INFORMATION

Questions

Please submit questions by email by 5:00 pm July 17, 2019 with the subject of **Question - RFP Zero Waste Outreach**, to: sdevine@marincounty.org. Responses will be posted on the Zero Waste Marin website by 4:00 pm on July 22, 2019.

Selection Process

The responses to this RFP will be used in the selection process. However, the JPA reserves the right, at its sole discretion, to request additional information, request demonstrations or presentations, or to form test or pilot projects. Contractors will be required to execute a standard agreement, typical of local governments, with the JPA and will need to comply with a variety of compliance requirements. Contractors are encouraged to review the JPA's website www.ZeroWasteMarin.org for additional information about the agency.

Criteria including the following will be used to evaluate submittals and to develop a short list to interview:

- Experience and ability of proposed team.
- Familiarity with JPA programs and similar projects.
- Quality of RFP response.

A screening committee comprised of JPA staff and possible Board members will develop a short list of contractors recommended for interview. Interviews will then be conducted via panel interview(s) if deemed necessary.

V. SUBMITTAL INSTRUCTIONS

Submit three (3) double-sided copies of the proposal on recycled paper to the address listed below **by 4:00 p.m. Wednesday, July 31, 2019** (postmarks not accepted).

By USPS:

Steve Devine, Program Manager
Marin County Hazardous and Solid Waste JPA
c/o Marin County Department of Public Works
P.O. Box 4186
San Rafael, CA 94913-4186

By: Hand or Express Delivery

Steve Devine, Program Manager
Marin County Hazardous and Solid Waste JPA
1600 Los Gatos Drive, Suite 210
San Rafael, CA 94903

VI. DISCLAIMERS

Submitting a Response to the RFP

Submission of the RFP 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 Proposals. The JPA Standard Contract is attached to this RFP as **Attachment B**.

No 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.

VII. ATTACHMENTS

A: 2017 Annual Outreach Report

B: Standard JPA contract

ATTACHMENT A

2017 ZERO WASTE MARIN FINAL REPORT

This report summarizes the outreach efforts of O’Rorke on behalf of Zero Waste Marin in 2017.

STAKEHOLDER INTERVIEWS

In preparation for developing our fourth education and outreach plan for Zero Waste Marin, O’Rorke conducted interviews of nine key stakeholders from November 2016 through January 2017 to help identify the area of focus for the 2017 campaign. During our conversations, we probed for insight into the easiest and most challenging actions around waste reduction, key audiences and partners, behaviors of the average Marin resident, as well as perceptions of the previous outreach campaigns.

ZWM stakeholders provided valuable input, and the general consensus from the group regarding our previous outreach and advertising efforts was quite positive, with many citing the TV commercial, street banners, website, HOA presentations and Green Teas as effective methods to utilize moving forward. Stakeholders felt that while outreach had generally been successful, it should be expanded to target new audiences including businesses, restaurants and multi-family complexes. Stakeholders expressed a desire for unified materials, such as posters, that they could easily personalize for their region.

During our original stakeholder interviews in 2013, participants overwhelmingly indicated that green waste composting messages were the highest priority to address with our outreach. Stakeholders still felt that composting messages should be prioritized, however during this round of interviews many felt that secondary messages were needed to encourage residents to make better pre-purchase decisions and to clarify how to dispose of key items in order to reduce: contamination in the compost and recycling carts, the amount of food that is wasted, and ultimately the amount of waste produced by residents and businesses throughout the County.

NEW CAMPAIGN ARTWORK

Following our stakeholder interviews, O’Rorke worked with the Zero Waste Marin team to develop new artwork for the 2017 advertising campaign. Before the final concept was selected we went through multiple rounds of creative concept development. The final campaign concept, titled “Shop Smart. Waste Less.” encourages residents to make smarter purchases in order to reduce waste.

The ads feature a smart choice contrasted with a wasteful choice, each positioned inside shopping carts with a grocery store isle in the background. All our ads included a new tag line, “It starts with the cart”, to further emphasize the connection between the choices residents make when shopping and overall waste reduction.



COMMUNITY OUTREACH

E-NEWSLETTERS

- Developed spring, summer, fall, winter and holiday e-newsletters for City and Town managers to distribute to residents. Newsletters were also posted on ZeroWasteMarin.org.

ZERØWASTEMARIN
 PROTECTING OUR RESOURCES TOGETHER
ZeroWasteMarin.org

Whether you are going back to school or back to work, fall is a great time of year to embrace new habits. Zero Waste Marin and our partners want to pass along a few tips to help Marin County reduce waste this season.

Check before you shop
 Businesses can save time, money, and increase security by going paperless. For students, evaluate what you do and don't need before you shop. Just because it's a new school year, doesn't mean you have to replace all of last year's supplies. Binders, folders and notebooks may still have plenty of use left in them. The biggest way to reduce your impact is to use what you already have.

Reuse or recycle electronics
 If your family is discarding old computer equipment or electronics, find someone who can use them, or donate items to a charitable organization or thrift store. Enter the word 'Secondhand' into the [Recycling Guide](#) at ZeroWasteMarin.org for a list of local drop-off locations.

Look for recycled content in office & school supplies
 If you must purchase new pens, pencils, paper or notebooks, shop for supplies made with recycled content, and look for product certifications from the [Sustainable Forestry Initiative](#) and [Forest Stewardship Council](#).

Plan your lunch for waste reduction
 Instead of disposable plastic or paper bags, pack your lunch for work or school in a reusable container with a thermos and cloth napkin.

Buy durable items
 To reduce waste and save money, select durable, long-lasting backpacks, lunchboxes, reusable coffee cups, rechargeable electronics, and more. If your items start to show signs of wear and tear, consider repairing them before purchasing something new.

Zero Waste Marin works with cities and towns throughout Marin County to educate residents about reducing the amount of waste that goes into our local landfills. Check out the latest updates to our website ZeroWasteMarin.org for more tips to reduce waste.

ZERO WASTE PRESENTATIONS

- Zero Waste Film & Speaker Night in Fairfax – Grier Mathews presented to approximately 30 attendees on March 24 at 6:30 PM. Panel discussion featured Renee Goddard, Steve Devine and Kim Scheibly.
- Mill Valley Community Action Network – Grier Mathews presented to nine attendees on September 20 at 7 PM with Jim Iavarone of Mill Valley Refuse.
- Mill Valley Rotary Club – Emi Hashisaki presented to 25 attendees on October 3 at 12:45 PM with Jim Iavarone of Mill Valley Refuse.
- San Anselmo Quality of Life Commission – Grier Mathews presented to 12 attendees on October 23 at 7 PM with Kim Scheibly from Marin Sanitary Service. This group wants to explore a pilot to give free countertop compost cans to residents, following the lead of Fairfax. They will coordinate directly with Kim on this pilot.

INTERESTED IN A FUTURE PRESENTATION

- Contempo Marin HOA
- Floating Home Association
- Gerstle Park Neighborhood Association
- Headlands II HOA
- Homestead Valley Community Association Indivisible Sausalito
- Larkspur Shores HOA
- Larkspur Library
- Mill Valley Heights HOA
- Rotary Club of Sausalito
- Sausalito Lions Club
- Strawberry Community Center
- Southern Marin Organizations
- Tiburon HOA



REQUESTED ZWM MATERIALS OR NEWSLETTERS

- Greenbrae HOA
- Meadowland of Marin HOA
- Our Lady of Mount Carmel Church

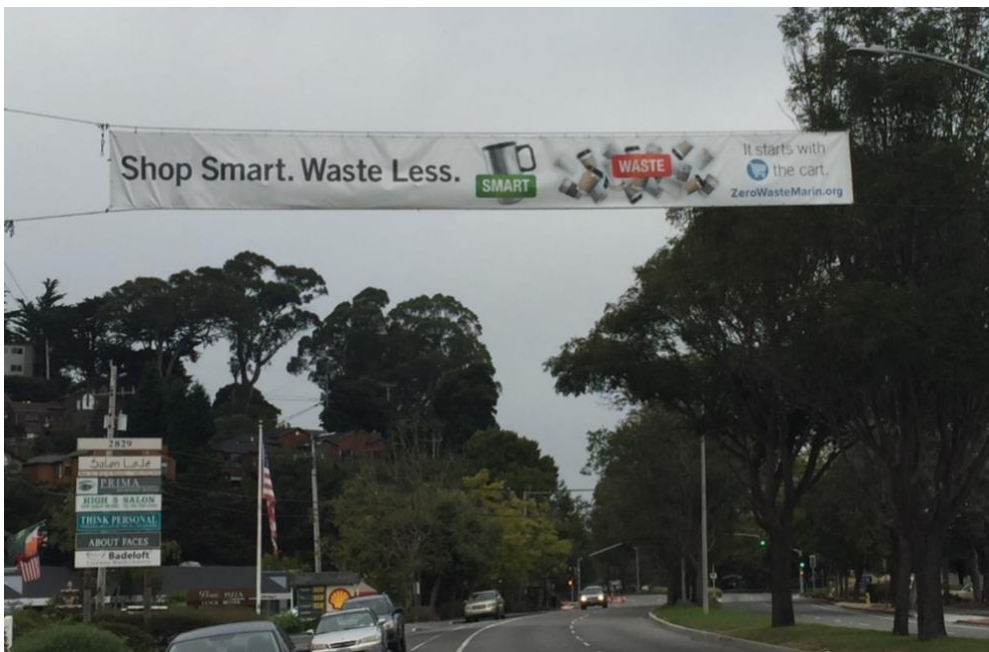
STREET BANNERS

- San Rafael: July 31 – August 20
- Sausalito: July 24 – August 7, August 7 – 21
- Fairfax: August 15 – 21, September 4 – 10
- San Anselmo: August 22 – September 5
- Corte Madera: May 15 – 29 (old banner), September 1 – 20

SAN RAFAEL



SAUSALITO



FAIRFAX



SAN ANSELMO



CORTE MADERA



OUTREACH PLAN IMPLEMENTATION

OUTLET	BUY DETAILS	COST	July	Aug	Sept	Oct	Nov	Dec
Comcast	6,084 total spots geotargeted to Marin County. 13 weeks, August 14 - November 12. This includes Comcast & ATT, as well Premium Digital TV and Premium Digital Video.	\$27,500						
Marin Scope Papers	Five (5) print ads in all papers except Novato Advance (five papers total). August 23, 30, September 6, 20 and October 4.	\$6,364						
Marin Independent Journal	Two (2) front page flags on Sundays, exact dates TBD. NOTE: this includes Novato.	\$3,300						
Pandora	Online and streaming radio ads geotargeted to Marin County. Three (3) weeks, exact dates TBD. 888,889 impressions	\$11,000						
Facebook	Online ads geotargeted to Marin County. 12 weeks, August 14 - November 3.	\$3,300						
Division D	Mobile and online ads geotargeted to Marin County. Seven (7) weeks, August 14 - September 30. 1,284,705 impressions: 720,000 mobile & 564,705 desktop.	\$6,600						
Lamar / Golden Gate Transit	30 Golden Gate Transit Queens for eight (8) weeks, August 21 - October 15. Costs include production.	\$11,550						
TOTAL		\$69,613.50						

COMCAST

- 5,905 TV spots aired
 - Reach 96 percent
 - Frequency 10.6
- 137,500 online impressions booked, 140,041 ran
- 4,928 bonus impressions, half of which were within digital video

MARIN SCOPE NEWSPAPER PRINT ADS

Homeless | Marin encouraged to find new solution to help youth

Bocman | Forgiveness Day

Financial Connections

Tunnel | Options on the table

The Madonna: colossus of the waterfront

ST VINCENT DE PAUL HIGH SCHOOL

OPEN HOUSE

Join us for Open House, Sunday, October 15, 1-3pm

Peter and Ann Arnott: Sausalito's Dynamic Duo

Marin City Library brings books to area children

Financial Connections

Shop Smart. Waste Less.

It starts with the cart. ZeroWasteMarin.org

Shop Smart. Waste Less.

It starts with the cart. ZeroWasteMarin.org

Shop Smart. Waste Less.

It starts with the cart. ZeroWasteMarin.org

MARIN IJ FRONT PAGE FLAG

Today's web bonus » Marin photo galleries at the IJ Media Center. marinij.com

Shop Smart. Waste Less.

It starts with the cart. ZeroWasteMarin.org

HEALTH Nutrition claims on cereals are often hype Lifestyles » B1

NFL Novato's Goff picks up his first pro victory Sports » C1

DON'T MISS OUT: PLAN YOUR FUN

Check out our online calendar for upcoming concerts, art exhibits and meetings!

VISIT EVENTS. EVENTS.MARINIJ.COM

Independent Journal

Monday, September 11, 2017 \$1.50 [FACEBOOK.COM/MARINIJFAN](https://facebook.com/MARINIJFAN) [TWITTER.COM/MARINIJ](https://twitter.com/MARINIJ) marinij.com

9/11 ANNIVERSARY

'THE SHARED HORROR'

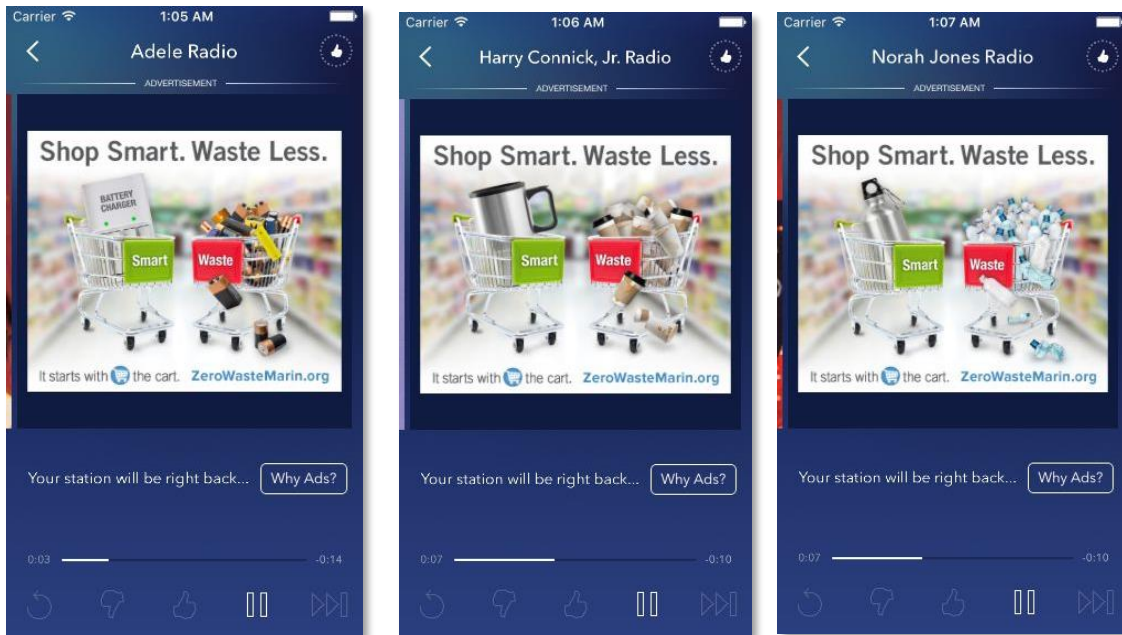
Marin educators teach Sept. 11, 2001 to post-attack generation

CORTE MADERA

Drive-thru proposed in snite of

PANDORA STREAMING RADIO ADS

- 666,667 impressions booked, 673,402 impressions delivered
 - 34,288 reach
 - 19.64 frequency
- 760 clicks
- .11 percent CTR



FACEBOOK

- 1,077,970 impressions
- 1,158 clicks
- .11 percent CTR

DIVISION D ONLINE & MOBILE ADS

- 1,272,326 impressions booked, 1,458,532 impressions delivered
- 2,820 clicks
- .19 percent CTR

300X250 ON SLATE

The screenshot shows the Slate website interface. At the top, there is a navigation bar with the Slate logo and a search icon. Below the navigation bar, there is a large article titled "Prepare to Be Awed" by Chau Tu, featuring a large image of a solar eclipse. To the right of the article, there is a 300x250 advertisement for Grainger, which includes the text "No matter your size, Grainger's got your back." and a "TELL ME MORE" button. Below the article, there is a smaller advertisement for ZeroWasteMarin.org, which includes the text "Shop Smart. Waste Less." and a "ZeroWasteMarin.org" link. At the bottom of the page, there is a footer with the text "Support Michelle Goldberg's coverage of the Trump administration. Join Slate Plus today."

728X90 ON LIFESCRIPT

The screenshot shows the Lifescript website interface. At the top, there is a navigation bar with the Lifescript logo and a search icon. Below the navigation bar, there is a large advertisement for ZeroWasteMarin.org, which includes the text "Shop Smart. Waste Less." and a "ZeroWasteMarin.org" link. To the right of the advertisement, there is a smaller advertisement for Spartan Race, which includes the text "3 MILES THAT COULD CHANGE YOUR LIFE" and a "SPARTAN RACE" logo. Below the advertisement, there is a section titled "The Latest" featuring a large image of a dish of food and a smaller image of a person running. At the bottom of the page, there is a footer with the text "Get advice from top doctors" and a "Ask a Doctor!" button.

GOLDEN GATE TRANSIT QUEEN BUS AD



ZERO WASTE SCHOOLS PROGRAM

This year O'Rourke worked with ZWM to modify and expand materials for the Zero Waste Schools Program, including resizing bin stickers and modifying posters for all haulers to include new language addressing compostable plastics. We also collaborated with the ZWM team on updates to the Schools Program page on the ZWM website.



ZERØWASTEMARIN

[RESIDENTS](#)[BUSINESSES](#)[SCHOOLS](#)[NEWS & EVENTS](#)[WHO WE ARE](#)[CONTACT US](#)

[Recycling Guide](#)[About the Zero Waste Schools Program](#)[School Resources](#)[Mandatory Recycling & Composting Laws](#)

Zero Waste Schools Program

Zero Waste Marin is excited to offer the Zero Waste Schools Program to all Marin County schools to help you comply with state composting and recycling requirements. Our zero waste experts will educate your teachers, students, and staff on the benefits of reducing waste, provide the infrastructure to set up indoor and outdoor recycling and composting, and help your school implement 3-bin waste stations for resource recovery. Visit the [About the Program](#) page for more information.

Our Vision

To inspire a generation of students with a passion for the environment and arm them with experience and knowledge in the environmental field. If you are interested in enrolling in the Zero Waste Schools Program, please fill out the form below.

Name

Title

E-mail

Phone

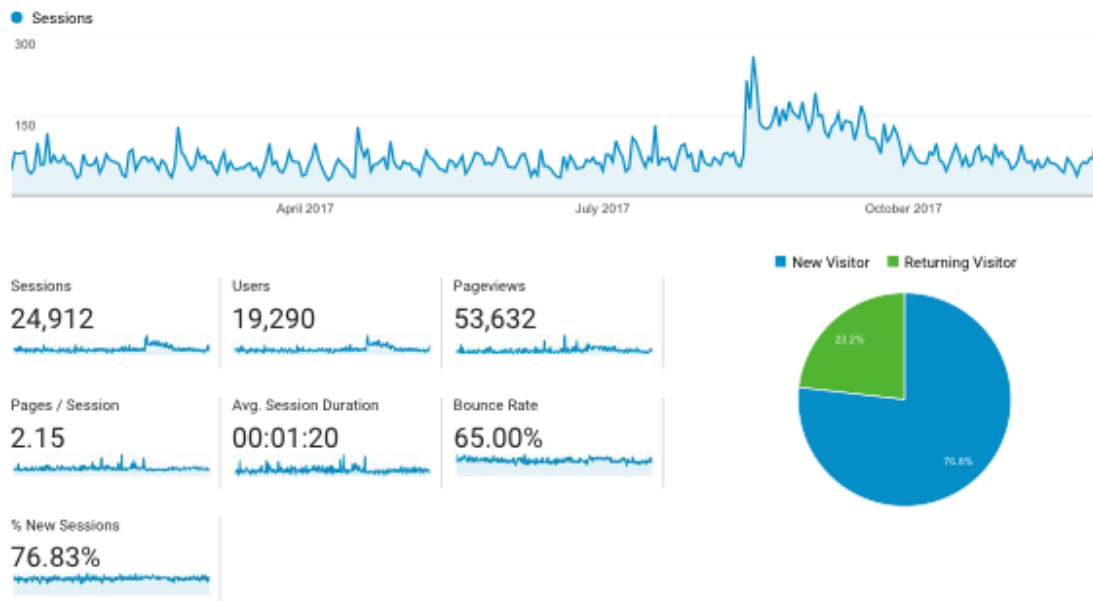


"We are THRILLED to be a Zero Waste Marin School. Being a ZWM school has changed our culture by making our efforts more present and REAL, in the forefront for our students, parents, and staff. The students are psyched and eager to participate and make changes."

Patty Elliot
Principal
Neil Cummins Elementary School

WEBSITE TRAFFIC

Website traffic for 1/1/17 – 11/30/17:



WEBSITE MAINTENANCE AND UPDATES

O'Rorke worked with ZWM on multiple website updates this year.

- Recycling Guide – Updated and verified all listings
- Who is My Hauler – Worked with haulers to update page content
- Website Organization – Developed new content, streamlined existing content and reorganized key pages to improve the user experience
- Home Page Search – Added a new search bar to the home page
- Zero Waste Schools Program – Worked with Casey to update content and add a new page
- Who We Are – Updated section content
- Business & Schools – Updated posters in free resources sections with new language

ZERØWASTEMARIN

RESIDENTS BUSINESSSES SCHOOLS NEWS & EVENTS WHO WE ARE CONTACT US

Recycling Guide >

Recycling Guide

Don't know what to do with unwanted items? We can help you figure it out! Use our Recycling Guide to find out how to reuse, donate, recycle or safely dispose of just about anything.

There are two ways to use the Recycling Guide:

- Type the name of an item into the search bar, or
- Click on a category below to display a list of items. Select the item to find a list of drop-off locations.

We highly recommend contacting the location to check hours and accepted items before making the trek to drop your materials off. Please consider listing reusable items on services such as craigslist.org, next-door.com or freecycle.org.

Can't find the item you need to recycle or have recommendations for other recycling facilities? [Contact Us](#).

Search ...



ZERØWASTEMARIN

RESIDENTS BUSINESSSES SCHOOLS NEWS & EVENTS WHO WE ARE CONTACT US

What is Zero Waste? >

About Zero Waste Marin >

Local Task Force >

Agendas & Minutes >

Zero Waste Grant Program for Member Agencies >

Feasibility Study >

Campaigns & Graphics >

Local Links >

Campaigns & Graphics

View the latest Zero Waste Marin educational outreach campaign!

TV Spot



2017 Campaign



ATTACHMENT B

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
Department of Public Works
Dept./Location: P. O. Box 4186
San Rafael, CA 94913-4186
Telephone No.: 415 473-2711

Notices shall be given to Contractor at the following address:

Contractor:
Address:
Telephone No.:

22. ACKNOWLEDGEMENT OF EXHIBITS

☒ **Check applicable Exhibits**

**CONTRACTOR'S
INITIALS**

EXHIBIT A.

<input type="checkbox"/>	Scope of Services	
<input type="checkbox"/>	Fees and Payment	
<input type="checkbox"/>	Insurance Reduction/Waiver	
<input type="checkbox"/>	Contractor's Debarment Certification	
<input type="checkbox"/>	Subcontractor's Debarment Certification	

EXHIBIT B.

EXHIBIT C.

EXHIBIT D.

EXHIBIT E.

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 "B"
FEES AND PAYMENT SCHEDULE (required)

Contractor shall be paid up to the maximum sum indicated in Section 4 of this contract.

Contractor shall obtain written approval from JPA prior to beginning each task or subtasks.

Progress payments not to exceed the task sub-total amounts showed below which shall be made to the Contractor within 30 days of receipt and approval of monthly invoices.

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 type="checkbox"/>	\$	
Automobile Liability Insurance	<input type="checkbox"/>	\$	
Workers' Compensation Insurance	<input type="checkbox"/>		
Professional Liability Deductible	<input type="checkbox"/>	\$	

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

Contract Manager Signature: _____

Date: _____

Extension: _____

EXHIBIT D

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

