

# REQUEST FOR PROPOSALS



A Study of the Pescadero Transfer Station Facility  
and the South Coastal Unincorporated Areas  
Solid Waste and Recycling Systems

for the  
Department of Public Works

Release Date: February 29, 2016

Responses must be received  
by 4:00 p.m. Pacific Standard Time  
on April 1, 2016

## REQUEST FOR PROPOSALS

For A Study of the Pescadero Transfer Station Facility and  
South Coastal Unincorporated Areas Solid Waste and Recycling Collection Systems for  
the Department of Public Works

Proposals must be submitted to:

**c/o Department of Public Works**

**Attn: Lillian Clark**

555 County Center - 5<sup>th</sup> Floor

Redwood City, CA 94063

info@RecycleWorks.org

**By 4:00 P.M. Pacific Standard Time on  
April 1, 2016**

PROPOSALS WILL NOT BE ACCEPTED AFTER THIS DATE AND TIME

### ***Note regarding the Public Records Act:***

Government Code Sections 6250 *et seq.*, the California Public Record Act, defines a public record as any writing containing information relating to the conduct of the public business. The Public Record Act provides that public records shall be disclosed upon written request and that any citizen has a right to inspect any public record unless the document is exempted from disclosure.

Be advised that any contract that eventually arises from this Request For Proposals is a public record in its entirety. Also, all information submitted in response to this Request For Proposals is itself a public record **without exception**. Submission of any materials in response to this Request For Proposals constitutes a waiver by the submitting party of any claim that the information is protected from disclosure. By submitting materials, (1) you are consenting to release of such materials by the County if requested under the Public Records Act without further notice to you and (2) you agree to indemnify and hold harmless the County for release of such information.

## TABLE OF CONTENTS

SECTION I – GENERAL INFORMATION .....	4
A. STATEMENT OF INTENT .....	4
B. BACKGROUND .....	4
THE REQUEST FOR PROPOSAL PROCESS .....	6
SECTION II – SCOPE OF WORK FOR CONTRACT .....	6
A. DESCRIPTION OF SERVICES .....	6
B. LENGTH OF AGREEMENT .....	7
SECTION III – GENERAL TERMS AND CONDITIONS .....	8
SECTION IV – REQUEST FOR PROPOSALS PROCEDURE .....	12
A. TENTATIVE SCHEDULE OF EVENTS .....	12
B. SUBMISSION OF PROPOSALS .....	12
C. CONFIDENTIALITY OF PROPOSALS .....	13
D. PROPOSAL EVALUATION .....	14
E. PROPOSAL RECOMMENDATION .....	15
F. NOTICE TO PROPOSERS .....	15
G. PROTEST PROCESS .....	16
SECTION V – PROPOSAL SUBMISSION REQUIREMENTS .....	16
A. GENERAL INSTRUCTIONS .....	16
B. COVER LETTER .....	16
C. SPECIFIED CONTENT AND DETAILED SEQUENCE OF INFORMATION IN THE RFP .....	17
D. TABBING OF SECTIONS .....	17
SECTION VI – ENCLOSURES .....	20
SECTION VII – EXHIBITS .....	36

## **SECTION I – GENERAL INFORMATION**

### **A. STATEMENT OF INTENT**

As outlined in more detail in Section II – Scope of Work, this Request for Proposals (RFP) seeks a provider of a Feasibility Study for the Pescadero Transfer Station Facility and recycling options in the South Coastal Area of San Mateo County (See Map in Enclosure 2. of this RFP).

The target start date and term for the proposed services is April 11, 2016, subject to negotiation of a final agreement.

### **B. BACKGROUND**

The County of San Mateo (County) established on April 19, 1856, located between San Francisco and Santa Clara counties, covers approximately 531 square miles. The Pescadero Transfer Station (PTS) is a small Transfer Station located in the South Coastal Area of the County, and processes on an annual basis approximately 900 tons of solid waste which includes recycling (FY 2014-15 the largest tons of materials collected at the PTS were 356.19 tons of Solid Waste, 157.32 tons of recyclables, and 164.7 tons of Green Waste.) The PTS historically has been heavily subsidized by the County's Solid Waste Fund. The Solid Waste Fund received revenue from a per ton pass through fee at the Ox Mountain landfill via an Agreement between the County and Browning Ferris Industries. The Agreement expired in December 2009 and the Solid Waste Fund ceased receiving revenue at that time. The County Board of Supervisors adopted Resolution No. 070522 on December 1, 2009 which approved the imposition of an AB939 Fee (the "AB 939 Fee") that is comprised of a Solid Waste Management Diversion component and a Household Hazardous Waste and Local Agency component. The AB 939 Fee is imposed on each ton of solid waste disposed of in landfills located in the County. The AB939 Fee is restrictive and cannot be used to fund the PTS. The funds that remained in the Solid Waste Fund as of December 2009 are limited and are used to maintain the County's three closed landfills as well as providing any subsidy to the PTS; the Public Works Department (Department) has been directed to eliminate the subsidy to the PTS. Part of the work required for this RFP will include evaluation of the PTS in terms of current operations, the location, options for providing comparable service through alternate means and methods, and provide recommendations for the site and future operations.

The County administered a garbage franchise agreement for the South Coastal Area from 1979-1994. This franchise meant that every home and business in the South Coastal Area (generally including La Honda, San Gregorio, Loma Mar, and Pescadero) paid a single hauler (BFI), to collect garbage every week. The County's

records indicate that a survey was conducted, a public meeting held (10/7/93), and it was decided through this process to not renew the Franchise Agreement. Subsequent to this decision, BFI merged with Allied Waste Services and became Republic Services in San Mateo County. Republic Services has continued to collect garbage from residents and businesses in this South Coastal Area since the franchise expired in 1994. Republic Services individually arranges with each customer on a subscription basis to provide garbage collection services, they currently do not provide recycling collection services to residents.

In 1989, the La Honda School contracted with Sierra Pacific Recycling, at no cost to the school, to place containers on a County easement adjacent to the La Honda Elementary School on Sears Ranch Road, for the school and public's use. Sierra Pacific was contracted to pick up newspaper, glass (separated by colors), and aluminum cans for fund raising at the school.

In May of 2003, the school informed the County that Sierra Pacific Recycling was going to charge the school to continue the recycling services at the school site and the schools did not have the funds to continue the program. Beginning in May 2003, the County subsidized the program with funds from an annual recycling grant received by Cal Recycle. During 2013, the La Honda recycling bins collected approximately 113 tons of recyclables, at a cost to the County of \$4,160 per year.

Sierra Pacific Recycling closed in 2014 and removed their bins in March 2014. The County solicited bids for providing a similar service and contracted with Republic Services on an interim basis to station a single bin for commingled recyclables on the same County easement adjacent to the La Honda School. The County agreement with Republic Services allowed for the bin to be serviced on a weekly basis for up to one year. This contract expired in 2015, and the County understands that some residents and businesses have subscribed to garbage and recycling collection services through another provider (Kunz Valley Trash).

The County currently has a Franchise Agreement with Recology San Mateo County (Recology) to provide service to: North Fair Oaks and the County Franchised Area. There are approximately 8,812 accounts in these two service areas. These areas are part of the South Bayside Waste Management Authority Service Areas (Rethinkwaste.org), from Burlingame to East Palo Alto, and service is provided by Recology. There are nine other pockets of unincorporated County areas (Broadmoor, Colma, Menlo Park, Ladera, Los Trancos Woods, Stanford Linear Accelerator, El Granada, Moss Beach, and Montara) that are part of various franchised garbage and recycling collection services that are not managed by the County, but instead by other Special Districts or the adjacent cities.

In 1989, legislators passed AB939, which required 50% diversion of all waste into landfills for all local jurisdictions in California through recycling, composting, etc. In 2008, SB1016 changed the way diversion is calculated to a per capita disposal calculation. Since 1989 various other Solid Waste legislation has been passed that may have an impact to the South Coastal Area, namely; AB341 and AB1826.

## **THE REQUEST FOR PROPOSAL PROCESS**

This RFP seeks the submission of proposals to provide services from any and all interested and qualified proposers. The County seeks by way of this RFP to obtain the listed services in a manner that maximizes the quality of services while also maximizing value to the County and, by extension, the citizens of the County. Proposers must be able to show that they are capable of performing the services requested. Such evidence includes, but is not limited to, the respondent's demonstrated competency and experience in delivering services of a similar scope and type and local availability of the proposer's personnel and equipment resources.

## **SECTION II – SCOPE OF WORK FOR CONTRACT**

### **A. DESCRIPTION OF SERVICES**

1. Review the existing contract between the County and Allied Waste for operation of the Pescadero Transfer Station (PTS), on Bean Hollow Rd, Pescadero, CA 94060. Contractor shall include an overall evaluation of the County revenue and expenditures associated with the types of materials accepted at the PTS and the current customer gate rates (to view current gate rates visit <http://sanmateo.siretechnologies.com/sirepub/cache/2/phhwtf5jrdrfi3epiuagspsh/39550302082016043352394.PDF>) to determine if any additional processes/procedures could be implemented to reduce the current costs. (The review is not an audit type of activity).
2. Review the South Coastal Solid Waste Services Survey results (475 Responses) and the La Honda Community Meeting minutes to get an idea of the services and location residents have brought materials and community input.
3. Research at least three (3) to four (4) rural areas (similar to the South Coastal Area) and provide details on how these areas fund/manage recycling and solid

waste disposal services within their community. Provide information on how they are complying and meeting the mandates of AB939, AB341, and AB1826 for these areas. Please note the areas included in this study do not qualify under Cal Recycle's rural status exemption due to the size of the population.

4. Provide at least three (3) recommendations for the future to continue providing solid waste and recycling services at the PTS site, and South Coastal Area, and other options for existing services or deletion of services to eliminate the County's financial subsidy of the PTS. Please incorporate AB341 and AB1826 into your reports recommendations.
5. Prepare a report to present the findings listed in items one through four (1-4) above. A draft report should be completed by July 1, 2016 or sooner.

The PTS contract with Allied Waste for the operation of the site expires on August 14, 2016. You can see the current contract at

<http://sanmateo.siretechnologies.com/sirepub/cache/2/gvu1fy0tp3aphvbr4243tff2/36098402082016043857127.PDF> and  
<http://sanmateo.siretechnologies.com/sirepub/cache/2/gvu1fy0tp3aphvbr4243tff2/36098502082016043930720.PDF> .

6. Review and modify proposed options from the Study with the County and community stakeholders with up to three (3) community meetings and/or workgroups, (this does not include an initial meeting on the scope of the project).
7. Ten (10) hours of miscellaneous other related support activities for this area related to Solid Waste, provide hourly rates for additional work.

## **B. LENGTH OF AGREEMENT**

The anticipated duration of the Agreement is for one (1) year, with the term tentatively to begin April 11, 2016 and end April 11, 2017.

## **SECTION III – GENERAL TERMS AND CONDITIONS**

**Read all Instructions.** Read the entire RFP and all enclosures before preparing your proposal.

**Proposal Costs.** Costs for developing proposals are entirely the responsibility of the proposer and shall not be charged to the County or otherwise reimbursed by the County.

**Proposal Becomes County Property.** The RFP and all materials submitted in response to this RFP will become the property of the County.

**Questions and Responses Process.** Submit all questions relating to this RFP to the by March 21, 2016 to [info@RecycleWorks.org](mailto:info@RecycleWorks.org), Subject line: **“Proposal - South Coastal Recycling and Pescadero Transfer Station Feasibility Study”**.

All questions must be received no later than 4:00 p.m. on TUESDAY, March 21, 2016.

All questions and answers will be posted on the Department of Public Works (Department) webpage <http://publicworks.smcgov.org/projects-out-bid>. If changes to the RFP are warranted, they will be posted on <http://publicworks.smcgov.org/projects-out-bid>. It is the responsibility of each proposer to check the website for changes and/or clarifications to the RFP prior to submitting a response. A proposer’s failure to do so will not provide a grounds for protest.

**Alteration of Terms and Clarifications.** No alteration or variation of the terms of this RFP is valid unless made or confirmed in writing by the County. Likewise, oral understandings or agreements not incorporated into the final contract are not binding on the County.

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the proposer must immediately notify the County of such error in writing and request modification or clarification of the document. If a proposer fails to notify the County of an error in the RFP prior to the date fixed for submission, the proposer shall submit a response at his/her own risk, and if the proposer enters into a contract, the proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

Modifications or clarifications to the RFP will be posted on <http://publicworks.smcgov.org/projects-out-bid> as outlined above without divulging the source of the request for same. The County may, at its discretion, also give electronic notice by email to all parties who have notified the County of their electronic contact information in response to this RFP, but no party that fails to receive email notice has

any basis for protest given that all clarifications will be available online. It is the obligation of all proposing parties to check the <http://publicworks.smcgov.org/projects-out-bid> website for updates regarding the RFP if they wish to be kept advised of clarifications prior to submitting a proposal.

**Selection of Provider(s)**. The selection of a provider will be memorialized in the form of a “County Agreement with Independent Contractor” (see the enclosed sample template), which may require authorized by a resolution of the County Board of Supervisors and must be signed by both parties.

The County reserves the right to reject any or all proposals without penalty. The County’s waiver of any deviation in the proposal shall in no way modify the RFP documents or excuse the proposer from full compliance with any eventual contract.

Once a provider is selected, the Agreement with that provider must still be negotiated and submitted to the County for approval, and there is no contractual agreement between the selected provider unless and County’s appropriate authority accepts and signs the Agreement. Selection of a proposal for negotiation of contract terms and eventual submission to County leadership by way of an Agreement does not constitute an offer, and proposers acknowledge by submission of a proposal that no agreement is final unless and until approved by the Board of Supervisors or the appropriate County authority.

**Equal Benefits**. With respect to the provision on employee benefits, contractor/provider must comply with the County Ordinance prohibiting discrimination in the provision of employee benefits between a full-time employee with a registered domestic partner and one with a spouse. See attached materials.

**Jury Duty**. The contractor must comply with the County Ordinance requiring that the contractor have and adhere to a written policy the provides its full-time employees who live in San Mateo County with no fewer than five days of regular pay for actual jury service in San Mateo County. This policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employee’s regular pay the fees received for jury service. See the Jury Service Requirements Chapter 2.85 of the Ordinance Code of San Mateo County enclosure. If the proposer has no employees that qualify for jury duty in San Mateo County, the proposer may satisfy this requirement by providing the County with written confirmation of the fact that (1) it has no such employees and (2) it will comply with the jury service pay ordinance with respect to any future qualifying employees.

**Insurance**. The County has certain insurance requirements that must be met. In most situations those requirements include the following: the contractor must carry

\$1,000,000 or more in comprehensive general liability insurance; the contractor must carry motor vehicle liability insurance, and if travel by car is a part of the services being requested, the amount of such coverage must be at least \$1,000,000; if the contractor has two or more employees, the contractor must carry the statutory limit for workers' compensation insurance; if the contractor or its employees maintain a license to perform professional services (e.g., architectural, legal, medical, psychological, etc.), the contractor must carry professional liability insurance; and generally the contractor must name the County and its officers, agents, employees, and servants as additional insured on any such policies (except workers compensation). Depending on the nature of the work being performed, additional requirements may need to be met.

**Incomplete Proposals May be Rejected.** If a proposer fails to satisfy any of the requirements identified in this RFP, the proposer may be considered non-responsive and the proposal may be rejected.

**Contact with County Employees.** As of the issuance date of this RFP and continuing until the final date for submission of proposals, all proposers are specifically directed not to hold meetings, conferences, or technical discussions with any County employee for purposes of responding to this RFP except as otherwise permitted by this RFP. Any proposer found to be acting in any way contrary to this directive may be disqualified from entering into any contract that may result from this RFP.

Proposers should submit questions or concerns about the process as stated above. The proposer should not otherwise ask any County employees questions about the RFP or related issues, either orally or by written communication, unless invited to do so.

**Group Purchasing Organization Participation.** Proposers should keep in mind that the County is a participant in more than one Group Purchasing Organization (GPO), and this RFP is open to those who provide services under a GPO. Proposers should ensure their proposals are as competitive as possible while also providing the highest quality services in order to be considered a viable provider for the listed services. The County reserves the right to use a GPO provider if doing so is in the County's best interest, as determined solely by the County, even if that provider does not submit a proposal in response to this RFP.

**Travel Costs.** If the services requested will require you or your employees to travel to the Bay Area, and if the County opts to permit travel expenses to be reimbursed, there are some general guidelines regarding reimbursement rates that will apply. In general, the following restrictions should be kept in mind: reimbursement for the actual cost of lodging, meals, and incidental expenses ("LM&I Expenses") is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (San Mateo/Foster City/Belmont, California), as set forth in the Code of Federal Regulations

and as listed by the website of the U.S. General Services Administration (available online by searching [www.gsa.gov](http://www.gsa.gov) for the term 'CONUS'); airline and car rental travel expenses ("Air & Car Expenses") are limited to reasonable rates obtained through a cost-competitive travel service (for example, a travel or car-rental website), with air travel restricted to coach fares and car rental rates restricted to the mid-level size range or below; and certain other reasonable travel expenses ("Other Expenses") such as taxi fares, parking costs, train or subway costs, etc. may be reimbursable on an actual-cost basis. You should not assume that the County will permit travel from the Bay Area to be reimbursed, and your proposal should include such travel costs if applicable. Travel costs should be minimized or eliminated in order for a proposal to be competitive.

**Miscellaneous**. This RFP is not a commitment or contract of any kind. The County reserves the right to pursue any and/or all ideas generated by this RFP. The County reserves the right to reject any and all proposals and/or terminate the RFP process if deemed in the best interest of the County. Further, while every effort has been made to ensure the information presented in this RFP is accurate and thorough, the County assumes no liability for any unintentional errors or omissions in this document. The County reserves the right to waive or modify any requirements of this RFP when it determines that doing so is in the best interest of the County. Finally, the County may revise or clarify aspects of the required services after proposals are submitted by communicating directly to some or all of the providers that submitted proposals.

## **SECTION IV – REQUEST FOR PROPOSALS PROCEDURE**

This section describes the general RFP procedure used by the County, and the remaining sections of this RFP list detailed requirements.

### **A. TENTATIVE SCHEDULE OF EVENTS**

<b>EVENT</b>	<b>DATE</b>
Release Request for Proposals	February 29, 2016
Questions Submitted to County Deadline	March 21, 2016
Release Responses to Questions	March 25, 2016
Proposal Deadline	April 1, 2016

### **B. SUBMISSION OF PROPOSALS**

**Proposal:** One (1) original, two (2) copies double-sided on recycled content paper and one (1) electronic copy must be received and date stamped to the County no later than 4:00 p.m. on April 1, 2016 as listed in the TENTATIVE SCHEDULE OF EVENTS above. Proposals should be in the format required in Section V. A., below. There will be no public opening of proposals. All proposals shall be firm offers, and will so be considered by the County, although the County reserves the right to negotiate terms upon evaluation of the proposals. Proposals will be considered valid offers for a period of ninety (90) days following the close of the RFP.

By submitting a proposal, each proposer certifies that its submission is not the result of collusion or any other activity which would tend to directly or indirectly influence the selection process. The proposal will be used to determine the proposer's capability of rendering the services to be provided. The failure of a proposer to comply fully with the instructions in this RFP may eliminate its proposal from further evaluation as determined in the sole discretion of the County. The County reserves the sole right to evaluate the contents of proposals submitted in response to this RFP and to select a contractor, if any.

Proposals received late will not be opened or given any consideration for the proposed services unless doing so is deemed to be in the best interest of the County, as determined in the sole discretion of the County.

All proposals must be delivered as required by Section V.A., below, to:

**Lillian Clark**  
**C/O County of San Mateo**  
**Department of Public Works**  
555 County Center - 5<sup>th</sup> Floor  
Redwood City, CA 94063  
Email: info@Recycleworks.org  
Phone: 1 (888) 442-2666

Upon receipt by the County, all proposals will be date/time stamped. All proposals received prior to the deadline for proposals will be kept in a secure place.

### **C. CONFIDENTIALITY OF PROPOSALS**

California Government Code Sections 6250 et seq. (the “California Public Records Act” or the “Act”) defines a public record as any writing containing information relating to the conduct of the public business. The Act provides that public records shall be disclosed upon written request and that any citizen has a right to inspect any public record unless the document is exempted from disclosure. The materials submitted in response to this RFP are subject to the California Public Records Act.

Be advised that any contract that eventually arises from this RFP is a public record in its entirety. Also, all information submitted in response to this RFP is itself a public record without exception. Submission of any materials in response to this RFP constitutes a waiver by the submitting party of any claim that the information is protected from disclosure. By submitting materials, (1) you are consenting to release of such materials by the County if requested under the Public Records Act without further notice to you and (2) you agree to indemnify and hold harmless the County for release of such information.

If the County receives a request for any portion of a document submitted in response to this RFP, the County will not assert any privileges that may exist on behalf of the person or entity submitting the proposal, and the County reserves the right to disclose the requested materials without notice to the party who originally submitted the requested material. To the extent consistent with the Public Records Act and applicable case law interpreting those provisions, the County and/or its officers, agents, and employees

retain discretion to release or withhold any information submitted in response to this RFP.

Submission of a proposal constitutes a complete waiver of any claims whatsoever against the County and/or its officers, agents, or employees that the County has violated a proposer's right to privacy, disclosed trade secrets, or caused any damage by allowing the proposal to be inspected.

#### **D. PROPOSAL EVALUATION**

All proposals received will be evaluated by an RFP Evaluation Committee. During the evaluation process, the County may require a proposer's representative to answer specific questions orally and/or in writing. The County may also require a visit to the proposer's offices, other field visits or observations by County representatives, or demonstrations as part of the overall RFP evaluation. Once a finalist or group of finalists is selected, additional interactions or information may be required. The most qualified individual or firm will be recommended by the RFP Evaluation Committee based on the overall strength of each proposal, and the evaluation is not restricted to considerations of any single factor such as cost.

Responses to this RFP must adhere to the format for proposals detailed in Section V - PROPOSAL SUBMISSION REQUIREMENTS. The criteria used as a guideline in the evaluation will include, but not be limited to, the following:

- Qualifications and experience of the entity, including capability and experience of key personnel and experience with other public or private agencies to provide these services
- Proposed approach, including clarity of understanding of the scope of services to be provided and appropriateness of the proposed solution/services
- Customer service
- History of successfully performing services for public or private agencies
- Ability to meet any required timelines or other requirements
- Claims and violations against you or your organization within the last five years
- Cost to the County for the primary services described by this RFP
- References
- Compliance with County RFP and contractual requirements.

The County may consider any other criteria it deems relevant, and the Evaluation Committee is free to make any recommendations it deems to be in the best interest of the County. Inaccuracy of any information supplied within a proposal or other errors constitute grounds for rejection of the proposal. However, the County may, in its sole discretion, correct errors or contact a proposer for clarification.

Note that the County reserves the right to evaluate proposals solely based on each provider's written submission. In relation to written materials, evaluation will be performed only on the material included directly in the proposal itself unless otherwise indicated or requested by the County. Your proposal must be complete without relying on external websites, sales brochures, marketing materials or white papers.

The County reserves the right to accept proposals other than those with lowest costs.

#### **E. PROPOSAL RECOMMENDATION**

The Evaluation Committee will recommend a provider or providers or may recommend that the proposals be rejected. The County will then make its own decision as to whether to accept or reject the recommendations from the Evaluation Committee. Ultimate acceptance or rejection of the recommended proposal and execution of a contractual agreement is the independent prerogative of the County, notwithstanding any recommendations made by the Evaluation Committee. The County reserves the right to negotiate with any provider to finalize an agreement in relation to the proposer's response.

#### **F. NOTICE TO PROPOSERS**

The County is not required to give notice to proposers in any specific format or on any particular timeline. At some point prior to execution of a final agreement for the requested services, the County will notify those who submitted proposals of their non-selection. Proposers may be notified at different times depending on the needs of the County.

## **G. PROTEST PROCESS**

If a proposer desires to protest the selection decision, the proposer must submit by facsimile or email a written protest within five- (5) business days after the delivery of the notice about the decision. The written protest should be submitted to the Director of Public Works as outlined below. Protests received after the deadline will not be accepted. Protests must be in writing, must include the name and address of the proposer and the RFP number, and must state all the specific grounds for the protest. A protest that merely addresses a single aspect of the selected proposal (for example, comparing the cost of the selected proposal in relation to the non-selected proposal) is not sufficient to support a protest. A successful protest will include sufficient evidence and analysis to support a conclusion that the selected proposal, taken as a whole, is an inferior proposal.

The County will respond to a protest within ten (10) business days of receiving it, and the County may, at its election, set up a meeting with the proposer to discuss the concerns raised by the protest. The decision of the County will be final. The protest letter must be sent as follows:

Attn: Mr. Jim Porter  
Director of Public Works  
jporter@smcgov.org  
Facsimile: 650- 363-4100

## **SECTION V – PROPOSAL SUBMISSION REQUIREMENTS**

The proposal should be submitted in the following format:

### **A. GENERAL INSTRUCTIONS**

All proposals should be typewritten or prepared on a computer and have consecutively numbered pages, including any exhibits, charts, and/or other attachments.

All proposals should adhere to the specified content and sequence of information described by this RFP.

Submit one (1) original, two (2) copies, double-sided on recycled content paper and one (1) electronic copy as specified in Section 1. B. SUBMISSION OF PROPOSALS.

### **B. COVER LETTER**

Provide a one page cover letter on your letterhead that includes the address, voice and facsimile numbers, and e-mail address of the contact person or persons. List the name and title of each person authorized to represent the proposer in negotiations.

Unless the proposer is an individual, all proposals must be signed with a firm/company/partnership/entity name and by a responsible officer or employee indicating that officer or employee's authorization to commit the proposer to the terms of the proposal. Obligations assumed by such signature must be fulfilled.

### **C. SPECIFIED CONTENT AND DETAILED SEQUENCE OF INFORMATION IN THE RFP**

Each proposal should include sections addressing the following information in the order shown in the following section. The proposer should be sure to include all information that it feels will enable the Evaluation Committee and, ultimately, the County to make a decision. Failure of the proposer to provide specific, detailed information may result in its proposal being rejected in favor of a sufficiently-detailed proposal. Any necessary exhibits or other information, including information not specifically requested by this RFP but that you feel would be helpful, should be attached to the end of the proposal. The party submitting the materials should keep in mind the limitations on confidential information described in Section IV.

### **D. TABBING OF SECTIONS**

#### **TAB 1 Qualifications and Experience (one page double sided):**

- 1) Provide a statement of qualifications for your organization, including an organization chart, a statement of the size of firm, a description of services provided by your organization, and a statement of the extent of experience/history providing the services requested by this RFP.
- 2) How many full time employees (FTEs) do you plan to assign to this project if you are selected?
- 3) How many people in total are employed by your company? Delineate between employees and consultants.
- 4) If applicable, list the professional qualifications for each individual that would be assigned to provide services requested by this RFP, including date and educational institutions of any applicable degrees, additional applicable training, and any professional certifications and/or licensing. In lieu of listing this information, you may submit a resume or curriculum vitae for each such individual if the resume/CV includes all the requested information.

#### **TAB 2 Philosophy (two double sided pages or less):**

This section describes your philosophy and approach for meeting the services required by this RFP. Relevant considerations include the quality and feasibility of your approach to meeting these needs, the manner in which you plan to provide adequate staffing, and

equipment or other resources provided by you (if applicable). Keep these considerations in mind as you respond to the following:

- 1) Describe how you will fulfill the needs of the County described in this RFP Scope of Work. Attach a project plan, and timeline if appropriate.
- 2) Identify how you will meet all other aspects of the scope of work and related requirements stated above. List any items that you cannot provide.
- 3) Describe the deliverables that you will provide to allow the County to assess the services you will provide.
- 4) Provide information on any other pertinent services, if any that you will offer that will reduce costs for the County.

**TAB 3 Customer Service (one page):**

- 1) How will your services meet the needs of County and the South Coastal Area residents/businesses?
- 2) In the event of a routine problem, who is to be contacted within your organization?
- 3) In the event of the identification of a problem by the County, describe how you will address such problems and the timeframe for addressing them.

**TAB 4 Claims, and Violations Against Your Organization:**

List any current licensure, non-discrimination claims against you/your organization and those having occurred in the past five years, especially any resulting in claims or legal judgments against you.

**TAB 5 Cost Analyses and Budget for Primary Services (two pages or less):**

- 1) Provide a detailed explanation for all costs associated with your proposal, if you are selected. Please detail the costs for Items 1-7 described in Section II, Subsection A - Scope of Work for Contract in the template provided as Exhibit B in this RFP.
- 2) Is travel time to the County expected to be billable? If so, how will travel time invoices be calculated please provide details? Generally, proposals that do not include travel time or expenses are preferred unless the services requested require travel as part of the service.

3)

**TAB 6 Cooperative Purchasing (one page or less):**

- 1) State whether the resultant contract can be extended to other San Mateo County departments and/or public agencies in the San Francisco Bay area upon their request. Your response to this inquiry will not affect the selection decision unless other factors are deemed to be equal by the County.
- 2) List any additional services that you foresee may be necessary, if any, and list the proposed costs for such services.

**TAB 7 References (one page or less):**

List at least three business references for which you have recently provided similar services. Include contact names, titles, phone numbers and e-mail addresses for all references provided.

**TAB 8 Statement of Compliance with County Contractual Requirements:**

A sample of the County's standard contract (Enclosure 1, including Exhibits A and B) is attached to this RFP. Each proposal must include a statement of the proposer's commitment and ability to comply with each of the terms of the County's standard contract, including but not limited to the following:

- 1) The County non-discrimination policy
- 2) The County equal employment opportunity requirements
- 3) County requirements regarding employee benefits
- 4) The County jury service pay ordinance
- 5) The hold harmless provision
- 6) County insurance requirements
- 7) All other provisions of the standard contract

In addition, the proposer should include a statement that it will agree to have any disputes regarding the contract venue in San Mateo County or Northern District of California.

The proposal must state any objections to any terms in the County's contract template and provide an explanation for the inability to comply with the required term(s). If no objections are stated, the County will assume the proposer is prepared to sign the County standard contract template as-is.

**NOTE:** The sample standard contract enclosed with this RFP is a template and does not constitute the final agreement to be prepared for the selected service provider. Do not insert any information or attempt to complete the enclosed sample contract template. Once a provider is selected, the County will work with the selected provider to draft a provider-specific contract using the template. However, each proposal should address the general terms of the standard contract as requested within this RFP.

## **SECTION VI – ENCLOSURES**

Enclosure 1 Standard County Agreement template with Contractor

Enclosure 2 Map of Study Area

# ENCLOSURE 1

Agreement No. \_\_\_\_\_

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND [Contractor name]**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and [Insert contractor legal name here], hereinafter called "Contractor."

\* \* \*

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of.

1. Now, therefore, it is agreed by the parties to this Agreement as follows:

## Exhibits

The following exhibits are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services

Exhibit B—Payments and Rates

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County

determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed [write out amount] (\$Amount). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from [Month and day] , 20[last 2 digits of start year], through [Month and day] , 20[last 2 digits of end year].

5. Termination; Availability of Funds

This Agreement may be terminated by Contractor or by the [Title of County Department Head] or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

**8. Hold Harmless**

**a. General Hold Harmless**

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**b. Intellectual Property Indemnification**

Contractor hereby certifies that it owns, controls, or licenses and retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement. Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the

unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

## **9. Assignability and Subcontracting**

**Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.**

**10. Payment of Permits/Licenses**

**Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.**

**11. Insurance**

**a. General Requirements**

**Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.**

**b. Workers' Compensation and Employer's Liability Insurance**

**Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.**

**c. Liability Insurance**

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

**Comprehensive General Liability... \$1,000,000**

**(Applies to all agreements)**

**Motor Vehicle Liability Insurance... \$1,000,000**

**(To be checked if motor vehicle used in performing services)**

**Professional Liability..... \$1,000,000**

**(To be checked if Contractor is a licensed professional)**

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

**12. Compliance With Laws**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health

Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

### 13. Non-Discrimination and Other Requirements

#### a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

#### b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

**c. Section 504 of the Rehabilitation Act of 1973**

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

**d. Compliance with County's Equal Benefits Ordinance**

With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:

- Contractor complies with Chapter 2.84 by offering the same benefits to its employees with spouses and its employees with domestic partners.
- Contractor complies with Chapter 2.84 by offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
- Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
- Contractor does not comply with Chapter 2.84, and a waiver must be sought.

**e. Discrimination Against Individuals with Disabilities**

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**f. History of Discrimination**

**Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:**

- No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.**
- Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.**

**g. Reporting; Violation of Non-discrimination Provisions**

**Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or Section 12, above. Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).**

**Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:**

- i. termination of this Agreement;**
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;**
- iii. liquidated damages of \$2,500 per violation; and/or**
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.**

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

**14. Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed Section 3, above, is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

**15. Retention of Records; Right to Monitor and Audit**

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access

to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

**16. Merger Clause; Amendments**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

**17. Controlling Law; Venue**

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

**18. Notices**

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

**In the case of County, to:**

**Name/Title:** [insert]

**Address:** [insert]

**Telephone:** [insert]

**Facsimile:** [insert]

**Email:** [insert]

**In the case of Contractor, to:**

**Name/Title:** [insert]

**Address:** [insert]

**Telephone:** [insert]

**Facsimile:** [insert]

**Email:** [insert]

**19. Electronic Signature**

**If both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County’s Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.**

**For County:**  **If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.**

**For Contractor:**  **If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.**

\* \* \*

**THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY PURCHASING AGENT OR AUTHORIZED DESIGNEE.**

**For Contractor:**

---

_____	_____	_____
Contractor Signature	Date	Contractor Name (please print)

---

**For County:**

---

_____	_____	_____
Purchasing Agent Signature	Date	Purchasing Agent Name (please print)
(Department Head or <u>Authorized</u> Designee)		(Department Head or <u>Authorized</u> Designee)
County of San Mateo		County of San Mateo

---

**Purchasing Agent or Authorized  
Designee**

**Job Title (please print)**

**County of San Mateo**

---

**Budget Unit**



## **SECTION VII – EXHIBITS**

Exhibit A. Scope of Work Template

Exhibit B. Fee Schedule Template

### **Exhibit A-** **Scope of Work Template**

**In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:**

**(To be finalized with selected contractor)**

1. Review the existing contract between the County and Allied Waste for operation of the Pescadero Transfer Station (PTS), on Bean Hollow Rd, Pescadero, CA 94060. Contractor shall include an overall evaluation of the County revenue and expenditures associated with the types of materials accepted at the PTS and the current customer gate rates (to view current gate rates visit <http://sanmateo.siretechnologies.com/sirepub/cache/2/phhwtf5jrdrfi3epiuagspsh/39550302082016043352394.PDF>) to determine if any additional processes/procedures could be implemented to reduce the current costs. (The review is not an audit type of activity.)
2. Review the South Coastal Solid Waste Services Survey results (475 Responses) and the La Honda Community Meeting minutes to get an idea of the services and location residents have brought materials and community input.
3. Research at least three (3) to four (4) rural areas (similar to the South Coastal Area) and provide details on how these areas fund/manage recycling and solid waste disposal services within their community. Provide information on how they are complying and meeting the mandates of AB939, AB341, and AB1826 for

these areas. Please note the areas included in this study do not qualify under Cal Recycle's rural status exemption due to the size of the population.

4. Provide at least three recommendations for the future to continue providing solid waste and recycling services at the PTS site, and South Coastal Area, and other options for existing services or deletion of services to eliminate the County's financial subsidy of the PTS. Please incorporate AB341 and AB1826 into your reports recommendations.
5. Prepare a report to present the findings listed in items one through four (1-4) above. A draft report should be completed by July 1, 2016 or sooner. The PTS contract with Allied Waste for the operation of the site expires on August 14, 2016. You can see the current contract at <http://sanmateo.siretechnologies.com/sirepub/cache/2/gvu1fy0tp3aphvbr4243tff2/36098402082016043857127.PDF> and <http://sanmateo.siretechnologies.com/sirepub/cache/2/gvu1fy0tp3aphvbr4243tff2/36098502082016043930720.PDF> .
6. Review and modify proposed options from the Study with the County and community stakeholders with up to three (3) community meetings and/or workgroups, (this does not include an initial meeting on the scope of the project).
7. Ten (10) hours of miscellaneous other related support activities for this area related to Solid Waste, provide hourly rates for additional work.

**Exhibit B**

**Fee Schedule**

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule:

Item	Brief Description/Hours	Cost
1		\$
2		
3		
4		
5		
6		
7		