



# **REQUEST FOR PROPOSALS**

**For**

**THE DEVELOPMENT AND IMPLEMENTATION OF THE SCHOOLS  
EDUCATION, WASTE REDUCTION AND RECYCLING PROGRAM**

**ISSUED: JANUARY 20, 2017**

**PROPOSALS DUE: FEBRUARY 24, 2017**

**TABLE OF CONTENTS**

**I. INTRODUCTION AND BACKGROUND .....3**

**II. REQUEST FOR PROPOSALS .....3**

**III. PROVIDER'S SCOPE OF SERVICES .....4**

**IV. ANTICIPATED PROJECT TIMELINE .....5**

**V. EVALUATION CRITERIA .....6**

**VI. TERM OF AGREEMENT .....6**

**VII. AGENCY CONTACT .....6**

**VIII. PROPOSAL SUBMISSION DEADLINE.....6**

**IX. SUBMITTAL INFORMATION.....6**

**X. REQUIRED INFORMATION .....7**

**XI. PROPOSER'S COSTS.....8**

**XII. EVALUATION OF PROPOSALS.....8**

**XIII. ACCEPTANCE OR REJECTION OF PROPOSAL .....8**

**XIV. IN-PERSON PRESENTATIONS.....8**

**XV. AWARD OF CONTRACT .....8**

**XVI. INSURANCE REQUIREMENTS.....9**

**I. INTRODUCTION AND BACKGROUND**

The Central Contra Costa Solid Waste Authority (dba RecycleSmart) is a local government joint powers authority. RecycleSmart is seeking proposals from qualified firms for the continuation and increased development of our Schools Education, Waste Reduction and Recycling Program for PreK-12 schools in Alamo, Blackhawk, Danville, Diablo, Lafayette, Moraga, Orinda, and Walnut Creek. Our agency serves both public and private schools within our service area.

RecycleSmart is responsible for managing the solid waste programs for its member agencies, including developing and implementing programs that meet or exceed the state-mandated goals of reducing and recycling solid waste. Our agency is committed to a 75% diversion goal by year 2020. Currently, RecycleSmart has the appropriate infrastructure to realize this goal. However, the agency needs to continuously develop innovative projects and programs to ensure the highest diversion possible.

Our Schools Education, Waste Reduction and Recycling Program is an award-winning program that focuses on serving our schools' stakeholders: students, teachers, custodians, administrators, school districts and parents. We have been very successful in continuously improving all aspects of the program through a variety of outreach techniques: direct technical assistance, schools' 4R's curriculum, student assemblies, and scholarships, among others. For a complete overview of our Schools Education, Waste Reduction and Recycling Program visit: [www.RecycleSmart.org/schools](http://www.RecycleSmart.org/schools).

Additionally, an important component of the Program is assisting schools in complying with new state regulations, AB 341 and AB 1826, that require recycling of both standard recyclables (e.g. paper, containers, etc.) and organics (landscape trimmings and food waste) at schools.

The Schools Education, Waste Reduction and Recycling Program has garnered an overall 56% diversion rate for that sector. It is important for responders to this RFP to consider creative and innovative approaches to significantly increase our schools' diversion rates, without increasing costs.

Finally, while Republic Services (Republic) is RecycleSmart's franchised hauler, public schools are not required to contract with Republic for their solid waste and recycling services. Schools may either haul waste and recyclables themselves (e.g. self-haul) or pay for the services to be provided by Republic or another hauler.

## **II. REQUEST FOR PROPOSALS**

Our current contract for the Schools Education, Waste Reduction and Recycling Program is ending on June 30, 2017. RecycleSmart is seeking to work with a firm or person(s) that will continue and further improve our current successful Schools Education, Waste Reduction and Recycling Program, while developing new and creative ways to educate our *target audiences: students, teachers, administrators, custodial staff and parents, et al.*

Submittals to RecycleSmart are considered public information and will be available for public review upon request after the RFP process has concluded and RecycleSmart's Board of Directors has selected a firm. RecycleSmart may, at its sole discretion, enter into contracts with multiple qualified proposers.

**Important:** The scope of working with schools and students will require a background check to be performed on the final candidate(s). Failure to submit to a background check will result in the candidate's automatic disqualification.

### **III. PROVIDER'S SCOPE OF SERVICES**

Although the Provider(s) will work under the supervision of RecycleSmart, they will be responsible for planning, coordinating, implementing, and providing technical assistance to RecycleSmart service-area schools (both private and public) and to ensure school site recycling and education. The Provider will act as liaison between RecycleSmart and the seven K-12 public school districts. The Provider will also work with the on-site schools' administration, teachers, custodial staff, environmental clubs, parents, students, and the schools' existing solid waste and recycling service providers.

#### **A. Provider will:**

##### **1. School Sites**

- Collaborate with principals to approve programs for the school.
- Work with teachers at each school and assist them with encouraging recycling in their classrooms.
- Work with student leaders, student council, green teams, and environmental clubs on starting or expanding their diversion efforts.
- Collaborate with custodians on operations and infrastructure.
- Coordinate waste audits at school sites.
- Conduct weekly visits to schools to make sure that the recycling and waste pick-up services provided to schools are adequate.
- Conduct presentations to students, teachers, parents and custodial staff on a regular basis.
- Assist with recycling efforts during special events such as Earth Day Fair.
- Assist schools in student projects for girl/boy scouts, high school scholarships and other special projects related to diversion.
- Maintain the availability of all applicable RecycleSmart diversion programs at the school sites.

##### **2. School Districts**

- Provide direction and resources to all districts.
- Maintain a relationship to overcome hurdles within each district's schools.

##### **3. Liaison with RecycleSmart**

- Work with Staff and provide information on a regular basis.
- Collaborate on annual goal-setting with Staff.
- Collaborate on five year goals and strategies with Staff.
- Provide quarterly diversion status reports to Staff.
  
- Participate in monthly meetings with Staff.

- Communicate special school needs.
- Present school status report bi-annually to staff and annually to Board of Directors.

**4. Liaison with Solid Waste Contractor**

- Work with solid waste contractor to ensure quality service at schools.
- Coordinate bulky goods pick up from schools.
- Inform contractor of vandalized, broken or missing recycling or garbage containers.
- Track and address customer service issues throughout the year.
- Follow-up on missed pick-ups and complaints received from school sites.
- Inform schools and teachers that the solid waste contractor may offer presentations/tours to all schools in the district.
- Address contamination issues when reported by contractor.

**5. Organics Recycling Collection Program**

- Meet with school principals and explain the program.
- Meet with teachers and parents interested in leading the program.
- Meet with student volunteers that will help coordinate the program.
- Meet with custodians to get their input before starting the program.
- Work with solid waste contractor to figure out the type of containers required and the number of pick-ups required per week. Ensure that the delivery of containers takes place on time.
- Follow-up, evaluate and make changes, as necessary.

*Note: The Scope of Work above serves as a guideline and any additional projects and programs recommended by the proposer are welcomed and appreciated.*

**IV. ANTICIPATED PROJECT TIMELINE**

<b>Action</b>		<b>Approximate Date</b>
1.	Request for Proposal (RFP) issued	January 20, 2017
2.	Deadline for written questions submitted to RecycleSmart	February 17, 2017
3.	Deadline for submission of Proposal to RecycleSmart	February 24, 2017
4.	Agency staff reviews Proposals	February 27 – March 3, 2017
5.	Agency staff interviews Proposers (optional)	Week of March 6, 2017
6.	Staff selection of Provider	Week of March 20, 2017
7.	Provider Services Agreement submitted for approval by RecycleSmart Board of Directors	April 27, 2017
8.	Work begins	June 1, 2017*

\*Some overlap of consulting services may occur due to training.

**V. EVALUATION CRITERIA**

The proposals will be evaluated on the following criteria:

RFP responsiveness	Pass/Fail
Proposer's qualifications and experience including work samples of similar projects	30 Points
Measured success with reducing and diverting waste from schools	35 Points
Innovation and creativity in program approach	20 Points
Proposed cost	15 Points

**VI. TERM OF AGREEMENT**

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

**VII. AGENCY CONTACT**

Questions regarding the RFP, or its process, require a written submittal. Send questions to Janelle Cameron at [janelle@RecycleSmart.org](mailto:janelle@RecycleSmart.org) by February 17, 2017 at 5:00 pm. All questions and responses may be shared with other proposers.

**VIII. PROPOSAL SUBMISSION DEADLINE**

**All proposals must be received no later than 5:00 p.m. on February 24, 2017 at the address listed below. Late proposals will not be accepted. Post marks will not be accepted. Incomplete proposals will not be considered. It is the responsibility of the proposer to ensure that the RFP responses and work samples arrive in a timely manner.**

**IX. SUBMITTAL INFORMATION**

Submit three (3) hard copies and one (1) electronic copy of the proposal to:

**Janelle Cameron  
Central Contra Costa Solid Waste Authority  
1850 Mt. Diablo Blvd., Suite 320  
Walnut Creek, CA 94596**

Hand carried proposals may be delivered to the address above ONLY between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays observed by the agency.

Review all elements of this RFP carefully. Proposals that do not adequately address the items requested may be considered non-responsive.

**X. REQUIRED INFORMATION**

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

- A. Letter of Introduction/Body of Proposal.** Include background information on the company, office location, office phone number and website address. Describe the experience, qualifications and any other vital information of all key personnel who may be assigned to perform services described in this RFP. Key personnel include owners, partners, managers, associates, and other professional staff who will perform work and/or services on this project. Please provide resumes on all staff.

The proposal should be sufficiently detailed to serve as a draft scope of work to be finalized and incorporated into a professional services agreement.

- B. Experience and Qualifications.** RecycleSmart is seeking proposers with demonstrated experience in working with school's target audiences as stated in Section II of this RFP. Proposers should include information on projects performed over the past five (5) years that are similar in scope or related to the Provider services requested in this RFP. Staff contacts and phone numbers for the companies/jurisdictions listed as past or current clients shall be included in the proposal. A description of the services rendered and samples of materials developed should be included for those projects that are most comparable to the services requested in this RFP. The work experience listed may extend more than five years into the past, and will be considered, but must include projects that were completed less than five years ago.

- C. Costs.** Proposer shall provide an annual "not-to-exceed" project budget that includes all labor and expenses related to the development of school site recycling programs in RecycleSmart service area. Additionally, the proposer must submit an hourly fee schedule for all staff members who would be involved in the performance of the tasks outlined in this RFP. Please identify work that will be subcontracted and include a list of the subcontractors' key personnel and hourly bill rates.

It is the policy of the agency that a cost estimate, while important, shall not be the primary criteria for evaluating professional service proposals. The cost estimate shall not be considered until proposals have first been evaluated as to the proposer's experience, qualifications, professionalism, quality of work, and approach. Cost estimates shall generally be used to evaluate whether a service proposal is reasonable and realistic in light of the program requirements.

- D. Samples of Work on Previous Projects.** Include samples of similar work produced for other clients.
- E. References.** List of at least three (3) references with contact information, who are clients for whom you have done similar work in the past.
- F. Lawsuits or Litigation.** List any lawsuit or litigation and the result of that action resulting from (a) any project undertaken by the Provider or by its sub-Providers where litigation is still pending or has occurred within the last five years or (b) any type of project where claims or settlements were paid by the Provider or its insurers within the last five years.

## **XI. PROPOSER'S COSTS**

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

## **XII. EVALUATION OF PROPOSALS**

The proposals will be evaluated by RecycleSmart staff and will be based on the Proposal Evaluation Criteria list on Page 6 of this RFP.

## **XIII. ACCEPTANCE OR REJECTION OF PROPOSAL**

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

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

## **XIV. IN-PERSON PRESENTATIONS**

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

## **XV. AWARD OF CONTRACT**

RecycleSmart reserves all its rights in this RFP process, including not selecting a provider/contractor through this process.

## **XVI. INSURANCE REQUIREMENTS**

### **A. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 "any auto" and endorsement CA 0025.

3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.
4. Errors and omissions liability insurance appropriate to Provider's profession.

**B. Minimum Limits of Insurance**

Provider shall maintain policy limits of no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Worker's Compensation and Employer's Liability: Worker's compensation limits as required by the Labor Code and Employers Liability limits of \$1,000,000 per accident.
4. Errors and Omissions Liability: \$1,000,000 per occurrence.

**C. Deductibles and Self Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by RecycleSmart. At the option of RecycleSmart, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects RecycleSmart, its Board, each Member Agency and its City or Town Council or its Board and their officers, employees and agents; or Provider shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**D. Other Insurance Provisions**

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

1. General Liability and Automobile Liability Coverages.
  - i. RecycleSmart, its Board, each Member Agency and its City or Town Council or its Board and their officers, employees and agents are to be covered as insured as respects: liability arising out of activities performed by or on behalf of Provider; products and completed operations of Provider; premises owned, occupied or used by Provider; or automobiles owned, leased, hired or borrowed by Provider. The coverage shall contain no special limitations on the scope of protection afforded to RecycleSmart, its Board, each Member Agency and its City or Town Council or its Board and their officers, employees and agents.
  - ii. Provider's insurance coverage shall be primary insurance as respects RecycleSmart its Board, each Member Agency and its City or Town Council or its

Board and their officers, employees and agents. Any insurance or self-insurance maintained by RecycleSmart, its Board, each Member Agency and its City or Town Council or its Board and their officers, employees and agents shall be excess of Provider's insurance and shall not contribute with it.

- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to RecycleSmart, its Board, each Member Agency and its City or Town Council or its Board and their officers, employees and agents.
- iv. Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Worker's Compensation and Employer's Liability Coverage.

The insurer shall agree to waive all rights of subrogation against RecycleSmart, its Board, each Member Agency and its City or Town Council or its Board and their officers, employees and agents for losses arising from work performed by Provider for RecycleSmart.

3. All coverages.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to RecycleSmart.

**E. Acceptability of Insurers**

Insurance is to be placed with insurers with a Best's Key Rating Guide rating of no less than A: VII.

**F. Verification of Coverage**

Provider shall furnish RecycleSmart with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by RecycleSmart before work commences. RecycleSmart reserves the right to require complete certified copies of all required insurance policies at any time.

**G. Safety and Accidents**

Provider shall comply with all laws and industrial safety standards. Provider shall perform the work in full compliance with applicable state and federal safety requirements including, but not limited to, Occupational Safety and Health Administration requirements, and shall assume sole and complete responsibility during the course of completion of the assignment for safety

of Provider's employees and subcontractors' employees. If a death, serious personal injury, or substantial property damage occurs in connection with the performance of this Agreement, Provider shall immediately notify RecycleSmart's Executive Director by telephone

ATTACHMENT

- A. RecycleSmart CCCSWA Exemplar Professional Services Contract

**CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY**  
**PROVIDER SERVICES AGREEMENT WITH**  
**Insert Company Name Here**  
**FOR ASSISTANCE WITH**

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

**RECITALS**

- A. WHEREAS the CCCSWA desires to contract with the Provider for assistance related to xxx; and
- B. WHEREAS the Provider desires to perform such professional services for the CCCSWA.

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

**AGREEMENTS**

1. Services. Subject to the terms and conditions set forth in this Agreement, Provider shall provide the following professional services, which are fully outline in the Provider's proposal (Attachment A) :

2. Payment.

- a. Payment for Professional Services. Provider shall invoice the CCCSWA a total cost **not-to-exceed**
- b. Reimbursement of Expenses.
- c. Additional Services. Any additional services required beyond those set forth in this Agreement shall be performed only if mutually agreed to in writing by the CCCSWA and Provider.

3. Responsible Personnel. The professional services described in this agreement shall be performed in part and supervised by **Insert Name Here**. Provider shall assign only competent personnel to perform services pursuant to this Agreement. In the event that the CCCSWA, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Provider to perform services pursuant to this Agreement, Provider shall remove any such person immediately, upon receiving notice thereof from the CCCSWA.

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

5. Independent Contractor. Both parties understand that Provider, its agents, employees and independent contractors are and shall at all times remain as to the CCCSWA wholly independent contractors. Neither the CCCSWA nor any of its Board, each Member Agency and its City or Town Council or its Board and their officers, employees and agents shall have any control over the manner by which the Provider performs this Agreement and shall only dictate the results of the performance. Provider shall not represent that Provider or its agents, employees or independent contractors are agents or employees of the CCCSWA. Except as the CCCSWA may specify in writing, Provider shall have no authority, express or implied, to act on behalf

of the CCCSWA in any capacity whatsoever as an agent. Provider shall have no authority, express or implied, pursuant to this Agreement, to bind the CCCSWA to any obligation whatsoever.

6. Termination. The CCCSWA may terminate this Agreement at any time without cause immediately upon giving Provider written notice of such termination. Upon receipt of such notice and if requested to do so by the CCCSWA, Provider shall stop work at the stage directed by CCCSWA and shall deliver all drawings, specifications and documentation developed as of said stage within two (2) weeks of notice. Provider shall accept as full payment for services rendered to the date of termination a pro rata share of the total contract payment based on the portion of work actually performed.

7. Indemnification. To the fullest extent possible by law, Provider shall indemnify, defend, and hold harmless the CCCSWA and its Board, each Member Agency and its City or Town Council or its Board and their officers, employees and agents against any and all liability, claims, actions, causes of action or demands whatsoever against any of them, including any injury to or death of any person or damage to property or other liability of any nature, arising out of or in any way connected with the performance of this Agreement by Provider or Provider's employees, officers, officials, agents or independent contractors.

8. Copyright. The CCCSWA does not authorize the impermissible use of any patent or the reproduction of any copyrighted material by Provider that exceeds fair use in the performance of this Agreement. Provider is solely responsible for any such infringement.

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

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

a. Minimum Scope of Insurance.

Coverage shall be at least as broad as:

1) Insurance Services Office form number GL0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001).

2) Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 "any auto" and endorsement CA 0025.

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

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

b. Minimum Limits of Insurance.

Provider shall maintain policy limits of no less than:

1) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

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

3) Worker's Compensation and Employers Liability: Worker's compensation limits as required by the Labor Code and Employers Liability limits of \$1,000,000 per accident.

4) Errors and Omissions Liability: \$1,000,000 per occurrence.

c. Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by the CCCSWA. At the option of the CCCSWA, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CCCSWA, its Board, each Member Agency and its City or Town Council or its Board and their officers, employees and agents; or Provider shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

d. Other Insurance Provisions.

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

1) General Liability and Automobile Liability Coverages.

(a) The CCCSWA, its Board, each Member Agency and its City or Town Council or its Board and their officers, employees and agents are to be covered as insured as respects: liability arising out of activities performed by or on behalf of Provider; products and completed operations of Provider; premises owned, occupied or used by Provider; or automobiles owned, leased, hired or borrowed by Provider. The coverage shall contain no special limitations on the scope of protection afforded to the CCCSWA, its Board, each Member Agency and its City or Town Council or its Board and their officers, employees and agents.

(b) Provider's insurance coverage shall be primary insurance as respects the CCCSWA, its Board, each Member Agency and its City or Town Council or its Board and their officers, employees and agents. Any insurance or self-insurance maintained by the CCCSWA, its Board, each Member Agency and its City or Town Council or its Board and their officers, employees and agents shall be excess of Provider's insurance and shall not contribute with it.

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

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

2) Worker's Compensation and Employers Liability Coverage.

The insurer shall agree to waive all rights of subrogation against the CCCSWA, its Board, each Member Agency and its City or Town Council or its Board and their officers, employees and agents for losses arising from work performed by Provider for the CCCSWA.

3) All Coverages.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CCCSWA.

e. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's Key Rating Guide rating of no less than A:VII

f. Verification of Coverage.

Provider shall furnish the CCCSWA with certificates of insurance. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the CCCSWA before work commences. The CCCSWA reserves the right to require complete certified copies of all required insurance policies, at any time.

10. Safety and Accidents. Provider shall comply with all laws and industrial safety standards. Provider shall perform the work in full compliance with applicable state and federal safety requirements including but not limited to Occupational Safety and Health Administration requirements, and shall assume sole and complete responsibility during the course of completion of the assignment for safety of Provider's employees and subcontractor's employees. Nothing in this Article requires Provider to be responsible for safety of the CCCSWA's property or the CCCSWA's personnel or the property or personnel of any third parties over which Provider has no authority or control. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, Provider shall immediately notify the CCCSWA's Executive Director by telephone.

11. Ownership of Documents. Provider's work product including software, systems, networks, drawings and specifications, data, reports, estimates, opinions, recommendations, summaries, and any other such information and materials as may be accumulated by Provider in performing work under this Agreement, whether complete or in progress, shall be vested in the CCCSWA, and none shall be revealed, disseminated, or made available by Provider to others without prior consent of the CCCSWA. If this Agreement is canceled in accordance with Article 6 Provider shall deliver such documents within two weeks of cancellation. All documents of any type developed or obtained by Provider in the performance of this Agreement shall be deemed to be the property of the CCCSWA.

12. Authority and Notice. The CCCSWA's Executive Director will have complete authority to transmit instructions, receive information, and interpret and define the CCCSWA's policies and decisions pertinent to the work. In the event the CCCSWA wishes to make a change in the CCCSWA's representative, the CCCSWA will notify the Provider of the change in writing. Any notice to be given under this Agreement shall

be given by enclosing the same in a sealed envelope, first-class postage prepaid and depositing the same in the United States mail, addressed to the party at the following address:

CCCSWA:

Mr. Ken, Executive Director  
CCCSWA  
1850 Mt. Diablo Blvd. Suite 320  
Walnut Creek, CA 94596

Telephone: 925-906-1801

PROVIDER:

Name, Title  
Company  
Address  
City

Telephone:

13. Assignment. This Agreement contemplates the personal services of Provider and its employees and it is understood by both parties that a substantial inducement to CCCSWA for entering into this Agreement was, and is, the professional reputation and competence of Provider. Neither Provider nor CCCSWA shall assign or otherwise transfer this Agreement or the rights or obligations hereunder.

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

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

16. Standard of Performance. Provider shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Provider is engaged in the geographical area in which Provider practices his profession. All products that Provider delivers to CCCSWA pursuant to this Agreement shall be prepared in a substantial, first-class, and workmanlike manner, and conform to the standards of quality normally observed by a person practicing in Provider's profession. The CCCSWA shall be the sole judge as to whether the product of the Provider is satisfactory.

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

17. Examination of Records. Provider agrees that the CCCSWA will have access to and the right to examine any directly pertinent books, documents, papers, and records of any and all the transactions relating to this Agreement at any time after the inception of the Agreement upon reasonable notice.

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

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

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

CCCSWA:

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Date

PROVIDER:

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Attachment: A: Scope of Work and Budget