Central Contra Costa Solid Waste Authority

REQUEST FOR PROPOSALS

FOR

PRINT AND MAILING SERVICES

ISSUED: November 17, 2026

PROPOSALS DUE: DECEMBER 18, 2026

RFP Overview

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

RecycleSmart is responsible for managing the solid waste programs (waste prevention, reuse, recycling, composting, and garbage services) for its member agencies, including developing and implementing programs and associated outreach and education that enable its member agencies to meet or exceed the State-mandated goals of reducing and recycling solid waste. RecycleSmart manages contracts with local and nationwide waste haulers and processing facilities including Republic Services, Mt. Diablo Resource Recovery, and Recology.

RecycleSmart places the utmost importance on timely, effective public education and outreach using a variety of outreach methods to engage with residents, businesses, multifamily properties, and schools. RecycleSmart executes a well-received quarterly print newsletter to single-family homes and to multifamily tenants, as well as highly visual brochures, mailers, and signage.

Purpose of RFP

The purpose of this Request for Proposal (RFP) is to identify and select one or multiple service providers with a proven track record in providing print and mailing services. The selected vendor(s) must be capable of providing all services.

RFP Timeline

RecycleSmart reserves the right to adjust the RFP Timeline. Notification of adjustments to the RFP Timeline will be provided on the RecycleSmart website: www.recyclesmart.org/rfp. A contract of this size and scope is subject to approval by the RecycleSmart Board of Directors, and the RFP Timeline may be adjusted based on Board scheduling.

	Milestone	Date & Time
1	RecycleSmart Issues RFP	11/17/2026
2	Deadline for Written Questions from Interested Vendors	11/27/2026
3	RecycleSmart Issues Responses to Written Questions	12/4/2026
4	Submission Deadline for Proposals	12/18/2026
5	RecycleSmart Selects Vendor(s) and Begins Contracting	1/29/2027

RFP Coordinator

All communications about this RFP must be submitted in writing via email to the RFP Coordinator. Please address all requests for additional information or clarification to:

RFP Coordinator
Janna McKay
Janna@recyclesmart.org

Questions about this RFP

Questions about this RFP should be submitted via email to the **RFP Coordinator** by **November 27, 2026**. Questions should clearly identify the relevant section of the RFP related to the question being asked. All questions and RecycleSmart's responses will be posted to the RecycleSmart website by **December 4, 2026**: www.RecycleSmart.org/rfp.

RFP Amendments and Cancellation

This RFP does not commit RecycleSmart to awarding a contract. RecycleSmart reserves the right to cancel, extend, or revise, in part or in its entirety, this RFP. RecycleSmart reserves the right to waive any irregularities or informalities contained within the RFP, to request clarification of services submitted, to request additional information from competitors, to reject any or all proposals received as a result of this request, and to negotiate with any qualified candidates or to cancel the RFP in part or whole. RecycleSmart and the final selected vendor(s) may agree to add additional work to the scope of services by mutual agreement at a later date.

Proposal Submittal

Proposals must be submitted electronically via email to the **RFP Coordinator** by 5:00 p.m. on **December 18, 2026**. Proposals received after this deadline will not be considered.

Applicants must submit an electronic copy via email in a single .pdf file. The subject line of the email should identify "**RecycleSmart 2026 Print and Mailing Proposal**".

Applicants are solely responsible for ensuring the proposal is received by RecycleSmart prior to the deadline. RecycleSmart will indicate successful receipt of the applicant's proposal with an email reply that acknowledges receipt. An automated system generated receipt (e.g., read receipt or delivery receipt) does not constitute proof of successful submittal.

Public Records Law

Submittals to the Authority are public records and, after the RFP process concludes and the RecycleSmart Board of Directors approves the selected vendor(s), the proposal records will be available for public review upon request.

Proposal Evaluation

RecycleSmart will review all proposals based on the following evaluation criteria:

Criteria	Percentage of Score
Responsiveness of proposal	5%
Proven ability to provide the desired services	45%
Price	40%
References	10%

Scope of Services

California Senate Bill 1383 (SB 1383) Recycled Content Paper Procurement Requirements
SB 1383 requires California jurisdictions (cities, counties, and special districts providing solid waste collection) to purchase printing and writing paper products that are recyclable and contain a minimum of 30% post-consumer recycled content when available at competitive costs and equal in performance. **Unless otherwise specified, RecycleSmart will require all print projects outlined below (Annual Print and Mailing Projects) to meet these minimum qualifications.**

The selected vendor(s) will be required to provide documentation at the start of each print project outlining the following requirements:

a. Certification that the paper product is eligible for an unqualified recycled label, meaning at least 60% of consumers have access to recycling facilities.
b. Paper products have at least 30% post-consumer recycled content.

Annual Print and Mailing Projects

For purposes of comparing services in various proposals, please provide pricing in your proposal for the print and mailing projects outlined below. Paper must meet the SB 1383 procurement requirements outlined above. Please ensure your pricing is for paper that meets the post-consumer recycled content standard (30%) or explain why the pricing does not.

Anticipated postage costs do not need to be incorporated as those costs are variable depending on the final mailing list. Please provide printing costs and any associated fees for preparing and delivering the mailing.

	Annual Outreach Documents	Size (Inches)	Quantity	Specifications
1	Service Guide	10x4”	66,000	▪ Double sided ▪ Full color ▪ 4 panel ▪ Sealed
2	Postcard	8.5x11”	66,000	▪ Double sided ▪ Full color
3	Postcard	5x7”	66,000	▪ Double sided ▪ Full color
4	Cart Tag	4.25x11”	2,000	▪ 130# gloss cover ▪ Double sided ▪ Full color ▪ Drill 5/16 hole at top
5	Poster	8.5x11”	1,000	▪ One side ▪ Full color ▪ Laminated or printed for outdoor use
6	Poster	11x17”	1,000	▪ One side ▪ Full color ▪ Laminated or printed for outdoor use
7	Quarterly Residential Newsletter (Single-Family Homes)	9x12”	66,000	▪ Flap is 4.5” ▪ Overall width 22.5” ▪ Overall height 12”

	Annual Outreach Documents	Size (Inches)	Quantity	Specifications
				▪ Folded ▪ Full color ▪ Double sided
8	Quarterly Tenant Newsletter (Multifamily Tenants)	9x12”	23,000	▪ Flap is 4.5” ▪ Overall width 22.5” ▪ Overall height 12” ▪ Folded/wafer seal ▪ Double sided ▪ Full color
9	Reuse & Cleanup Days Brochure	11.58x9.08”	66,000	▪ 8.5x11” trim + .125” bleed on every side ▪ Specifications for full page: 11.58”x9.08” ▪ Double sided ▪ Full color ▪ Trifold and seal
10	Mailer	10x6”	66,000	▪ 3 or 6 panels ▪ Full color
11	Sticker	4x8”	1,000	▪ Glossy ▪ For outdoor use
12	Sign	5x8”	500	▪ One side ▪ Full color ▪ Laminated or printed for outdoor use
13	Informational flyers or pamphlets	8.5x11”	1,000	▪ Large quantity print projects ▪ Could be stapled if multiple pages ▪ Full color ▪ Double sided

Proposal Requirements

Proposals should be simple and provide a straightforward, concise description of the applicant’s company, qualifications, proposed solutions, and capabilities to satisfy the requirements of this RFP. Proposals should be organized following the outline provided below.

Proposal Format

Proposals must be structured and labeled in the following manner:

- Introduction Letter: company background and qualifications
- Table of Contents
- References
- Pricing

Introduction Letter

The proposal must provide a written introduction in the form of a standard business letter. The Introduction Letter will respond to each of the following items:

- Contact information

- Brief company background
- Qualifications
- A statement indicating the proposal remains valid for at least 90 days
- Identify any exceptions or concerns the proposer has with RecycleSmart's standard Provider Services Agreement (contract)

Table of Contents

All pages should be numbered, and the Table of Contents should identify each major section.

References

The applicant must provide at least two references. The Reference section should not exceed one page. For each reference, please provide:

- Entity name
- Brief description of print and mailing services provided
- Customer contact information (name, title, phone and email)

Project Pricing

Utilizing the projects identified in the Scope of Services above, provide costs for each project:

- Clearly identify any fees for associated mailing service or delivery
- Clearly identify any bulk printing discounts applied, if applicable
- Provide an estimated print and mailing timeframe

Paper must meet the SB 1383 procurement requirements outlined above. Please ensure your pricing is for paper that meets the post-consumer recycled content standard (30%) or explain why the pricing does not.

Anticipated postage costs do not need to be incorporated as those costs are variable depending on the final mailing list. Please provide printing costs and any associated fees for preparing and delivering the mailing.

RecycleSmart Standard Provider Services Agreement (Contract)

Within the proposal, you must indicate that the company is prepared to authorize and sign RecycleSmart's Provider Services Agreement (contract) as presented on the following pages. The selected vendor(s) are expected to accept these terms and conditions unless they otherwise take exception and note those exceptions in their proposal.

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

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

RECITALS

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

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

AGREEMENTS

1. Term. Except as provided in Section 8 below, the term of this Agreement shall commence on _____ and conclude on _____.

2. Services. Subject to the terms and conditions set forth in this Agreement, Provider shall provide the services set forth in the Scope of Services, attached hereto as Attachment A ("Services") [OPTIONAL: on an as requested basis] [edit as needed]:

3. Payment. In exchange for satisfactorily providing the Services, CCCSWA will pay to Provider an annual fee not to exceed _____. Provider shall submit invoices based on the cost for work performed in accordance with Attachment B. The making of any payment by the CCCSWA shall in no way lessen the liability of Provider to correct or revise unsatisfactory work, even though the unsatisfactory character of such work may have been apparent or detected at the time such payment was made. CCCSWA may withhold payment to Provider in any instance in which Provider has failed or refused to satisfy any material obligation provided for in this Agreement. In no event shall the CCCSWA be liable for interest or late charges for any late payments. Notwithstanding the foregoing, no payments will be made to Provider under this Agreement beyond those amounts appropriated and budgeted by the CCCSWA to fund payments under this Agreement.

4. Additional Services. Provider is not authorized to provide any additional or extra services beyond the services provided under this Agreement. Any additional services required beyond those set forth in this Agreement shall be performed only if mutually agreed to in writing by the CCCSWA and the Provider.

5. Responsible Personnel. The professional services described in this Agreement shall be performed by ____; [OPTIONAL-Provider may subcontract as provided below].

Provider shall assign only competent personnel to perform services pursuant to this Agreement.

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

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

8. Termination.

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

indemnification, confidential information, records, and governing law shall survive termination.

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

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

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

a. Minimum Scope of Insurance.

Coverage shall be at least as broad as:

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

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

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

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

b. Minimum Limits of Insurance.

Provider shall maintain policy limits of no less than:

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

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

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

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

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

6) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the CCCSWA (if agreed to in a written contract or agreement) before the CCCSWA's own Insurance or self-insurance shall be called upon to protect it as a named insured.

c. Deductibles and Self-Insured Retentions.

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

d. Other Insurance Provisions.

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

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

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

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

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

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

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

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

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

f. Verification of Coverage.

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

g. Subcontractors.

Provider agrees to include in all subcontracts the same requirements and provisions of this Agreement including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by Provider shall agree to be bound to Provider and the CCCSWA in the same manner and to the same extent as Provider is bound to the CCCSWA under this Agreement and Provider shall furnish a copy of this Agreement's insurance and indemnity provisions to all subcontractors. All subcontractors shall provide Provider with valid certificates of insurance and the required endorsements included in the Agreement prior to commencement of any work and Provider will provide proof of compliance to the CCCSWA.

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

i. Notification of Accident, Injury, or Damage. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, Provider shall immediately notify the CCCSWA by telephone. Provider shall promptly submit to the CCCSWA a written report, in such form as may be required by the CCCSWA of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) names and

address of Provider's subcontractor, if any; (3) name and address of Provider's liability insurance carrier; and (4) a detailed description of accident and whether any of the CCCSWA's equipment, tools, materials or staff were involved. Failure to comply with this section shall constitute a material breach of this Agreement.

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

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

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

CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY:

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

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

PROVIDER:
___, Principal
___[company]
____
____

Telephone: ____
Email: ____

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

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

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

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

18. Standard of Performance. Provider shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Provider is engaged in the geographical area in which Provider practices its profession. All products that Provider delivers to the CCCSWA pursuant to this Agreement shall be prepared in a professional 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 Provider meets this standard. The CCCSWA shall be the sole judge as to whether the product of the Provider is satisfactory. Provider shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies pertaining to this Agreement. Provider will hold any confidential information received from the CCCSWA in the course of performing this Agreement in trust and confidence and will not reveal such confidential information to any person or entity, either during the term of the Agreement or at any time thereafter without the prior written consent of the CCCSWA.

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

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

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

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

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

23. Subsequent Contracts. Provider's duties and services under this Agreement shall not include preparing or assisting the CCCSWA with any portion of the CCCSWA's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the CCCSWA. The CCCSWA shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Provider's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Provider shall cooperate with the CCCSWA to ensure that all bidders for a

subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Provider pursuant to this Agreement

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

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

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

CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY:
BY: _____

TITLE: Executive Director

DATE: _____

Approved as to Form:

_____
Deborah Miller, General Counsel

DATE: _____

BY: _____

TITLE: _____

DATE: _____

Attachments:

A: Scope of Work
B: Cost & Fee Schedule