



**Mission Statement:**

The Mission of the IWMA is to provide coordinated efforts to follow state waste and recycling policy on behalf of member agencies through practical, cost-effective programs, education, and technical support.

**EXECUTIVE COMMITTEE MEMBERS:**

President, Robert Robert, City of Grover Beach  
Vice President, James Guthrie, City of Arroyo Grande  
Past President, Jan Marx, City of San Luis Obispo

**Instructions For Written Public Comment:**

Written Public Comment must be submitted by 9:00 AM. on the meeting day. Community members are encouraged to submit written public comments via email to Sasha Del Giorgio, Clerk of the Board, at [sdelgiorgio@iwma.com](mailto:sdelgiorgio@iwma.com). Agenda correspondence received by 9:00 AM. on the meeting day will be posted on the [IWMA website](#) and become part of the official record of the Board Meeting. Community members may attend the meeting in person at the San Luis Obispo County Government Center, Board of Supervisor Chambers, 1055 Monterey Street, San Luis Obispo, CA 93408.

**Americans with Disabilities Act Compliance:**

In compliance with the Americans with Disabilities Act (ADA), the IWMA is committed to including the disabled in all its services, programs, and activities. If you need special aid to participate in this meeting, please get in touch with Sasha Del Giorgio, Clerk of the Board, at least 72 hours before the meeting to enable the IWMA to make reasonable arrangements to ensure accessibility to the meeting. The IWMA Clerk of the Board can be reached at (805) 781-2192 and through email at [sdelgiorgio@iwma.com](mailto:sdelgiorgio@iwma.com).

1. Call To Order
2. Roll Call
3. Pledge Of Allegiance

**Non-Agenda Public Comment Period**

**PRESENTATION**

4. Executive Director's Report  
Led by Peter Cron.

**Consent Agenda Public Comment Period**

**CONSENT AGENDA**

5. Executive Committee Meeting Minutes Review – August 30, 2024 [Page 3](#)  
Recommendation: Approve the August 30, 2024, Executive Committee Meeting Minutes.

**Regular Agenda Public Comment Period**

**REGULAR AGENDA**

**6. Request for Proposal for Video Content Production [Page 7](#)**

Recommendation: 1) Approve the Request for Proposal for Video Content Production and 2) grant the Executive Director authority to release the RFP, review, and rank proposals to bring back to the IWMA Board of Directors for final selection and contract award.

**7. Request for Proposal for Waste Characterization Study [Page 28](#)**

Recommendation: 1) Approve the Request for Proposal for a Waste Characterization Study and 2) grant the Executive Director authority to release the RFP, review, and rank proposals to bring back to the IWMA Board of Directors for final selection and contract award.

**8. Amend the 2024 Board of Directors Meeting Calendar - Cancel the October 9, 2024 IWMA Board Meeting [Page 49](#)**

Recommendation: Amend the 2024 IWMA Board Meeting Calendar to cancel the October 9, 2024, IWMA Board of Directors Meeting.

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**9. Executive Committee Member Communications**

Provides Executive Committee members an opportunity to make an announcement and briefly report on their activities directly related to agency business.

**ADJOURNMENT**

2024 Upcoming Meetings and Events		
<b>Board of Directors</b>	October 9, 2024	November 13, 2024
<b>Executive Committee</b>	November 1, 2024	

**TO:** San Luis Obispo County Integrated Waste Management Authority  
**FROM:** Sasha Del Giorgio, Clerk of the Board  
**RE:** Executive Committee Meeting Minutes Review – August 30, 2024

**BACKGROUND:**

N/A

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**RECOMMENDATION:**

Approve the August 30, 2024, Executive Committee Meeting Minutes.

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**FISCAL IMPACT:**

N/A

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**ATTACHMENTS:**

A. 2024-08-30-24 EC DRAFT Minutes

## **Executive Committee Meeting Minutes**

August 30, 2024, 10:00 AM  
870 Osos Street, San Luis Obispo, CA. 93401

### **Executive Committee Members:**

President, Robert Robert, City of Grover Beach  
Vice President, James Guthrie, City of Arroyo Grande  
Past President, Jan Marx, City of San Luis Obispo

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#### **1. Call To Order**

President Robert called the Executive Committee to order on August 30, 2024, at 10:01AM.

#### **2. Roll Call**

Committee Members Present: Marx, Robert  
Committee Members Absent: Guthrie

#### **3. Pledge Of Allegiance**

### **Closed Session Public Comment Period**

No public comment submitted.

### **Presentation**

#### **4. Executive Directors Report**

Presented by Executive Director, Peter Cron.

#### **5. Residential Outreach Survey Report – Gigantic Ideas Studio**

Presented by Program Coordinator, Ashley Kuder.

### **Consent Agenda Public Comment Period**

No public comment submitted.

### **Consent Agenda**

#### **6. Executive Committee Meeting Minutes Review – August 1, 2024**

Recommendation: Approve the August 1, 2024, Executive Committee Meeting Minutes.

**Motion By** Past President Marx

**Second By** President Robert

To approve Item 6.

Motion approved on the following roll call vote:

Ayes: Marx, Robert  
Noes: None

**CARRIED (2 to 0)**

**Regular Agenda Public Comment Period**

No public comment submitted.

**Regular Agenda**

**7. Request for Proposal for IWMA Solid Waste Management Fee Study**

Recommendation: 1) Approve the Request for Proposal for an IWMA Solid Waste Management Fee Study and 2) grant the Executive Director authority to release the RFP and review and rank proposals to bring back to the full IWMA Board for final selection and contract award.

**Motion By** Past President Marx

**Second By** President Robert

To approve Item 7.

Motion approved on the following roll call vote:

Ayes: Marx, Robert

Noes: None

**CARRIED (2 to 0)**

**8. Board Meeting Agenda Draft Review – September 11, 2024**

Recommendation: Review, discuss, and approve the draft September 11, 2024, IWMA Board Meeting Agenda.

**Motion By** President Robert

**Second By** Past President Marx

To approve Item 8.

Motion approved on the following roll call vote:

Ayes: Robert, Marx

Noes: None

**CARRIED (2 to 0)**

**Closed Session Public Comment Period**

No public comment submitted.

**CLOSED SESSION**

The Executive Committee will recess into closed session pursuant to the Ralph M. Brown Act on the following item:

**9. Conference with Real Property Negotiators**

Pursuant to Government Code section 54956.8: Conference with Real Property Negotiators regarding: APN 002-292-029, 555 Chorro Street, San Luis Obispo, CA 93401. Agency Representative: Peter Cron, Executive Director.

Time Out: 10:37 AM

**Readjourn to Open Session and Closed Session Report**

Time In: 10:49 AM

No reportable action

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**10. Executive Committee Member Communications**

No action.

**Adjournment** 10:51 AM

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Sasha Del Giorgio, Clerk of the Board  
San Luis Obispo County Integrated Waste Management Authority

**TO:** San Luis Obispo County Integrated Waste Management Authority

**FROM:** Jordan Lane, Deputy Director

**RE:** Request for Proposal for Video Content Production

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**BACKGROUND:**

Based on guidance from the Integrated Waste Management Authority (IWMA) Board, staff has prepared a Request for Proposal (RFP) to solicit responses from interested contractors to create, produce, and prepare video outreach content consistent with the State of California’s solid waste and recycling mandates and supportive of the IWMA’s ongoing work efforts.

The IWMA manages over 44 programs mandated by the State, local ordinances, or otherwise adopted Strategic Plan and policies. Each program that the IWMA is responsible for requires development, implementation, and maintenance. While regulatory in nature, the IWMA does not perform enforcement action so the success of each long-lived program is based largely on the impacts of education and outreach.

Recently, the IWMA published a survey throughout the community via Gigantic Idea Studios. The survey found that not only are 66% of residents unclear about what to put in their blue or green bin, but a large population also expressed skepticism about where those materials ultimately end up. Commonly, people have a misconception that recyclables are sent to the landfill. Part of the IWMA’s outreach in accordance with AB

939, AB 341, and SB 1383 centers around encouraging proper use of curbside bins in order to recover the highest quantity and quality of materials possible.

Currently, the IWMA relies on in-person and mailed outreach to educate community members of San Luis Obispo County. High-quality video-based outreach would provide the agency with engaging and visual presentation of the local disposal systems in place.



The visual supplement to the agency's existing outreach platform would aim to:

- 1) Show the positive impact of recycling instead of landfilling - the "why"?
- 2) Show the positive impact of composting instead of landfilling.
- 3) Dispel myths that recycling is ineffective.
- 4) Provide an opportunity for qualified contractors to create an original campaign promoting the IWMA's resources, mission and goals.

Once content is created, the IWMA will broadcast via television, partner websites, and social media. Heavy advertising will ensure the high-quality video content makes its way before San Luis Obispo County audiences.

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**RECOMMENDATION:**

1) Approve the Request for Proposal for Video Content Production and 2) grant the Executive Director authority to release the RFP, review, and rank proposals to bring back to the IWMA Board of Directors for final selection and contract award.

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**FISCAL IMPACT:**

This Committee action does not have direct financial impact. However, contracting for video content production services based upon the RFP process will have financial considerations. Fiscal impact will be discussed with the Board of Directors during presentation of the final contract.

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**ATTACHMENTS:**

- A. RFP for Video Content Production
- A-1. Draft IWMA Agreement for Video Content Production





**Request for Proposal**  
for  
**Video Content Production**  
for the San Luis Obispo County  
Integrated Waste Management Authority

**RFP Released:**

**Thursday, September 26, 2024**

**RFP Submission Deadline:**

**Friday, November 1, 2024 by 12:00 PM**

**San Luis Obispo County IWMA  
870 Osos Street  
San Luis Obispo, CA 93401  
805.782.8530**

**[W: www.iwma.com](http://www.iwma.com)**

**[E: akuder@iwma.com](mailto:akuder@iwma.com)**

## **SECTION I - Introduction and Background**

### **A. Introduction**

The San Luis Obispo County Integrated Waste Management Authority (IWMA) is requesting proposals from qualified Contractors to produce a series of videos promoting responsible waste reduction and disposal in San Luis Obispo (SLO) County. The video series should have a positive and educational tone, and a focus on the systems present locally with the intent to increase resident participation in blue and green bin recycling. The final video series should consist of at least three high-quality videos, and an accompanying library of content, for the IWMA to use in community outreach campaigns. The selected qualified Contractor will successfully demonstrate their ability to craft a compelling and factual campaign with a unifying theme.

The preferred date of completion for this project is between July 01, 2025 and December 31, 2025.

All proposals must be received by, on, or before **Friday, November 1, 2024 by 12:00 PM**. The preferred method for proposal submission is electronic via [akuder@iwma.com](mailto:akuder@iwma.com). However, if you wish to submit a paper copy, please submit it in a sealed envelope to:

SLO County IWMA  
Attn: Ashley Kuder  
870 Osos Street  
San Luis Obispo, CA 93401

### **Background**

The IWMA is a government entity formed through a Joint Powers Agreement governed by a nine-person Board of countywide elected officials. The IWMA Board of Directors consists of seven incorporated City representatives, one Special District representative, and one County representative. The Board of Directors oversees the IWMA office and its mission to provide coordinated efforts to comply with state waste and recycling policy on behalf of San Luis Obispo County member agencies through practical, cost-effective programs, education, and technical support.

The Executive Director reports directly to the Board of Directors and performs all duties necessary for proper and efficient management of the IWMA, as determined by the Board, state and federal law. The IWMA has a professional staff of six (as of the publishing date of this RFP), working under the direction of the Executive Director.

The IWMA serves a unique area that is comprised of over 3,616 square miles with over 8,800 commercial waste generators. This area is a combination of urban and rural landscape served by 5 unique hauling companies operating under over 24 franchise agreements.

Recent California state law, SB 1383, mandates that all residents and commercial businesses recycle their organic waste. In San Luis Obispo County, green organics (food and yard waste), are collected in green residential curbside bins. The material is transported to an anaerobic digestion facility, where it is converted into organic compost within two weeks. The digestion process also produces renewable energy, which powers the facility operations and reintroduces enough energy into the municipal power grid to power six hundred homes. The compost created is applied on farms, vineyards and gardens around the county.

Most of the recyclable material in San Luis Obispo is sent to a single Materials Recovery Facility (MRF), where it is sorted and sold to recycling markets by a private company under franchise agreement with IWMA member jurisdictions. A recent survey done by the IWMA found that residents

are skeptical about the end destination of the recyclable materials they put in their blue bin. Commonly held skepticisms center around the misconception that all recyclables are sent directly to the landfill. The IWMA hopes to counter these misperceptions through the proposed video series.

The IWMA is a government agency, therefore, all materials produced in response to this RFP should be educational and based in fact to support the IWMA's mission of promoting responsible resource management. The IWMA is not an advocacy group.

## **SECTION II – QUALIFICATIONS AND SCOPE OF SERVICES**

### **A. Qualifications of Contractor and Personnel**

The ideal Contractor will have the following characteristics:

- Basic understanding of the IWMA's mission and goals.
- Strong and deliberate creative voice and accompanying storytelling skills.
- Ability to create a unified message understood by diverse and/or polarized groups.
- Demonstrated experience in producing video content with a similar scope.
- Technical experience with video and audio recording equipment necessary for high-quality production.
- Familiarity with San Luis Obispo County and the audience addressed by the IWMA.
- Experience working with environmental, resource management, solid waste, recovery, government or political industries relevant to the work of the IWMA.

### **B. Project Scope**

The Contractor will produce and provide the following:

1. Video content library of B-roll footage.
2. Library of high-quality still images (at least 100).
3. Three (3) finalized videos:

Three themed videos each focused on a different aspect of resource recovery. Each of the final videos should adhere to the following schema:

- Narrative repackaged to fit 10, 30 and 90 second timeframes.
- Resized to fit an aspect ratio appropriate for distribution to the following media outlets:
  - Television broadcasting and streaming
  - IWMA and member jurisdiction websites
  - Instagram and related social media sites
- Additional lengths and file formats as recommended by the qualified Contractor or requested by the IWMA.

## **SECTION III - TIMELINE AND SUBMITTAL INSTRUCTIONS**

The following represents the tentative schedule for this RFP. Any change in the scheduled dates for the Pre-Proposal Conference, Deadline for Final Questions, Proposal Submission Deadline, or Interviews will be advertised in the form of an addendum to this RFP. The schedule for other milestone dates may be adjusted without notice.

### **A. Timeline**

DATE – 2024	EVENT
Thursday, September 26	RFP release date
Thursday, October 10	Optional pre-proposal phone conference at 2:30 PM (PST)
Friday, October 18	Deadline to submit written questions due by 12:00 PM (PST)
Friday, November 1	Proposals due by 12:00 PM (PST)
Wednesday, November 6	Preliminary screening process complete, including reference checks
Wednesday, November 13	Board consideration and approval of staff recommended Contractor (including proposer presentation, if requested)
Wednesday, November 20	Negotiate and finalize contract
Friday, December 6	IWMA Board President signs contract (if applicable)

## B. Proposal Format and Content Requirements

All proposals must include, and will be evaluated on, the following criteria:

### 1. Qualifications of Contractor and Personnel (45%)

- Portfolio of past work.
- Statement of Qualifications: briefly describe how your firm meets or exceeds the desired qualifications defined in Section II (A), Qualifications of Contractor and Personnel.
- Describe your expectations of IWMA staff in the production of the video series, and what assistance the IWMA will provide in the proposed project.
- Resumes of and duties assigned to relevant personnel.
- List of technical equipment to be used in production.

### 2. Creative Outline: Timeline and Deliverables (35%)

**Part 1.** Please outline your approach to the following prompts. Include any techniques or creative devices you would use to create a compelling and memorable video. Choose 3 of the 4 following prompts:

- 1) Demonstrate the story of a blue bin recycled item compared to that same item being landfilled.
- 2) Demonstrate the story of a composted item compared to that same item being landfilled.
- 3) Tell a narrative dispelling the “Myths of Recycling”.
- 4) SLO County’s anaerobic digestion facility turns food and yard waste into organic compost but also electricity—how would you highlight this benefit to encourage organic waste recycling?

**Part 2.** Provide an original storyline that will promote resource recovery, source reduction, or landfill diversion.

**Part 3.** Briefly define a centralized theme, slogan or otherwise unifying aspect you would use to craft a cohesive campaign.

**Part 4.** Suggest an execution strategy including a list of deliverables and associated timeline.

**Part 5.** Describe your ideal outcome for the project, and how the IWMA might employ the finished video series in a community-wide outreach campaign.

### **3. Budget, Retainer, and/or Rates (20%)**

The budget for Video Content Production, including library of B-roll and still images, shall not exceed \$150,000. The cost proposal shall provide a specific cost estimate and a “not to exceed” cost ceiling.

- Include a cost estimate broken down by pre-production, production, and post-production project phases.
- All anticipated hourly rates, fees, and reimbursable costs should be clearly stated.

### **4. Client References**

Provide a list of current and former clients, including any governmental agencies you have serviced. Include client name, contact person and title, complete address, telephone number, type of organization, and a brief description of work performed.

### **5. Identify Existing and Potential Conflicts of Interest**

List all current public clients in San Luis Obispo County for which the Contractor provides service. To the extent they are reasonably foreseeable, please indicate any actual or potential conflicts of interest that might arise from the Contractor’s representation of the IWMA. Please outline the manner in which conflicts would be resolved, mitigated, or avoided.

### **6. Disclosure of Litigation**

Contractor must include in its Proposal a complete disclosure of any civil or criminal litigation or indictment involving the Contractor. Contractor must also disclose any civil or criminal litigation or indictment involving any of its joint ventures, strategic partners, prime Contractor team members, and subcontractors. This disclosure requirement is a continuing obligation, and any litigation commenced after a Contractor has submitted a Proposal under this RFP must be disclosed to the IWMA in writing within five (5) days after the litigation has commenced.

## **7. Additional Information**

Include the location of the business and the availability of appropriate professionals as needed. Identify any other related qualifications and information not specified in this RFP that the firm may consider essential and relevant to the IWMA.

### **C. Questions**

All questions (requests for interpretations or corrections) pertaining to the content of this RFP must be made in writing to [akuder@iwma.com](mailto:akuder@iwma.com) with the email subject line of **QUESTIONS – Video Content Production RFP by Friday, October 18 at 12:00 PM**. Requests submitted after said date may not be considered. Questions will receive a response within five (5) business days. Questions and responses will be posted anonymously on the IWMA website: <https://www.iwma.com/open-bids-rfps>. The IWMA reserves the right to determine the appropriateness of comments/questions that will be posted on the IWMA website.

### **D. Submittal Instructions**

If you or your Contractor is interested and qualified, please submit one (1) electronic copy of your proposal, in Adobe (.pdf) format, to [akuder@iwma.com](mailto:akuder@iwma.com) with the email subject line of **PROPOSAL – Video Content Production RFP, by Friday, November 1 by 12:00 PM**.

## **SECTION IV - RFP PROPOSAL EVALUATION AND SELECTION PROCESS**

### **A. Criteria Weight**

The proposals shall be reviewed based on the criteria and scale in Section III (B) above. The goal is to contract with a Contractor that is qualified to help the IWMA produce a high-quality video outreach campaign.

Proposals will be reviewed upon receipt and the most qualified firms may be requested to make a presentation to the IWMA Executive Committee and/or Board of Directors.

### **B. Final Selection**

IWMA Staff will formulate its recommendation for award of the Contract and forward its selection to the Board of Directors for approval. The final contract will be signed by the IWMA Board President.

### **C. Contract Award and Execution**

The IWMA reserves the right to enter into contract without further discussion of the submitted proposal. Therefore, the proposal should be initially submitted on the most favorable terms the proposer can offer. The IWMA reserves the right to withdraw the RFP in whole or in part, at any time and for any reason. Submission of a proposal confers no rights upon a proposer and does not obligate the IWMA in any manner. The IWMA reserves the right to award no contract and to solicit

additional offers at a later date.

The contract awarded for this request will be written by the IWMA. A sample agreement is attached as Attachment 1-A.

Each proposer, by submitting a proposal, agrees that if the IWMA accepts its proposal, such proposer will furnish all items and services upon the terms and conditions in this RFP and subsequent contract. Proposals that do not meet the mandatory requirements set forth in this RFP will not be considered. Proposers may be disqualified, and the proposal may be rejected by the IWMA for any of, but not limited to, the following reasons:

- Failure to properly respond to the RFP.
- Evidence of collusion among the proposers submitting the proposals.
- Failure to comply with the specification requirements of the RFP.

Terms, conditions, prices, methodology, or other features of the proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the proposer may be required to submit additional financial information and other data to allow for a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

The RFP document and the successful proposal, as amended by agreement between the IWMA and the successful proposer, including e-mail or written correspondence relative to the RFP, may become part of the contract documents. Additionally, the IWMA may verify the successful proposer's representations that appear in the proposal. Failure of the successful proposer to perform as represented may result in elimination of the successful proposer from competition or in contract cancellation or termination.

The requirements listed in this RFP are not negotiable and will remain unchanged unless the IWMA determines that a change in such requirements is in the best interest of the IWMA.

The IWMA expressly reserves the right, in its sole judgment, to accept or reject any or all proposals, with or without cause, modify, alter, waive any technicalities or provisions, or to accept the proposal which, in its sole judgment, is determined to be the best evaluated offer resulting from negotiation and taking into consideration other evaluation factors set forth in the RFP. The successful proposer will be expected to enter into a contract with the IWMA. If the successful proposer fails to sign a contract within fourteen (14) calendar days, unless the IWMA grants an extension following the delivery of the contract documents, the IWMA may elect to negotiate a contract with the next-highest ranked proposer.

IWMA shall not be bound, or in any way obligated, until both parties have executed a contract. The selected proposer may not incur any chargeable costs prior to final contract execution. The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during the negotiation of the final Contract.

The supplies and services are to be provided in compliance with all applicable state and federal standards, rules, and regulations. The IWMA reserves the right to request additional written and/or oral information from proposers at any time before contract award, to obtain clarification of their responses.

## **SECTION V - GENERAL CONDITIONS**



## A. IWMA Rights & Options

All proposals must be submitted to the IWMA email address: [akuder@iwma.com](mailto:akuder@iwma.com) with the email subject line of: **PROPOSAL – Video Content Production** in Adobe (.pdf) format **by Friday, November 1 by 12:00 PM.**

- 1) All costs incurred in the preparation and submission of proposals and related documentation will be borne solely by the proposer.
- 2) This RFP does not constitute an offer of employment or contract for services.
- 3) The IWMA may, in its sole and absolute discretion, accept or reject all proposals, in whole or in part, with or without cause, in response to this RFP and to make more than one award, or no award, or postpone or cancel, at any time, this RFP process, if the IWMA determines such action to be in its best interests.
- 4) The IWMA reserves the right to remedy technical errors, modify the published scope of services and approve or disapprove the use of all sub-consultants.
- 5) The issuance of this RFP does not constitute an agreement by the IWMA that any subsequent selection process will occur, or that any contract will be entered into by the IWMA. Proposals and other materials will not be returned.
- 6) The IWMA has the right to use any or all ideas or concepts presented in any proposal or interview without restriction and without communication to all applicants.
- 7) All documents submitted to the IWMA in response to this RFP will become the exclusive property of the IWMA.
- 8) All proposals shall remain active for one hundred twenty (120) days, following the closing date for receipt of proposals.
- 9) The IWMA reserves the right to award the contract to the Contractor who presents the proposal which, in the judgment of the IWMA, best accomplishes the desired results.
- 10) The term of the contract will be two years with a start date of August 2, 2024. The contract may be renewed at the discretion of IWMA for up to one twelve-month period. Any request by the Contractor to increase pricing may not exceed national or regional CPI and must align with the IWMA's budget cycle.
- 11) Any contract awarded pursuant to this RFP will incorporate the requirements and specifications contained in this RFP. All information presented in the proposal will be considered binding upon selection of the successful proposer, unless otherwise modified and agreed to by the IWMA during subsequent negotiations.

Under the provisions of the California Public Records Act (the "Act"), Government Code section 6250 et seq., all "public records" (as defined in the Act) of a local agency, such as the IWMA, must be available for inspection and copying upon the request of any person. Under the Act, the IWMA may be obligated to provide a copy of all responses to this RFP, if such requests are made after the contract is awarded. One exception to this required disclosure is information which fits within the



definition of a confidential trade secret [Government Code section 6254(k)] or contains other technical, financial, or other data whose public disclosure could cause injury to the proposer's competitive position. If any proposer believes that information contained in its response to this RFP should be protected from disclosure, the proposer MUST specifically identify the pages of the response that contains the information by properly marking the applicable pages and inserting the following notice in the front of its response:

**NOTICE:** The data on pages \_ of this response identified by an asterisk (\*) contain technical or financial information, which are trade secrets, or information for which disclosure would result in substantial injury to the proposer's competitive position. Proposer requests that such data be used only for the evaluation of the response but understands that the disclosure will be limited to the extent the IWMA considers proper under the law. If an agreement is entered into with the proposer, the IWMA shall have the right to use or disclose the data as provided in the agreement, unless otherwise obligated by law.

- 12) The IWMA will not honor any attempt by proposer to designate its entire proposal as proprietary. If there is any dispute, lawsuit, claim or demand as to whether information within the response to the RFP is protected from disclosure under the Act, proposer shall indemnify, defend, and hold harmless the IWMA in any action arising out of such dispute, lawsuit, claim, or demand.
- 13) The proposer warrants that no official or employee of the IWMA has an interest, has been employed or retained to solicit or aid in the procuring of any contract resulting from this RFP, if any, and further warrants that such person will not be employed in the performance of the contract without immediate written notice to the IWMA.
- 14) Contractors submitting proposals shall warrant that their offer is made without any previous understanding, agreement, or connection with any person, Contractor or corporation submitting a separate proposal for the same service and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. This condition shall not apply to proposals which are submitted by Contractors who have partnered with others to submit a cooperative proposal that clearly identifies a primary Contractor and the associated sub-Contractors.
- 15) Proposers shall comply with all laws and regulations governing nondiscrimination in employment, including the Americans with Disabilities Act of 1990, the Fair Employment and Housing Act (California Government Code, § 12900, et seq.), and the applicable regulations promulgated thereunder (2 California Code of Regulations, § 7285, et seq.).

**Nondiscrimination:** The proposer, regarding the work performed by them during the Contract, shall not discriminate on the grounds of race, color or national origin or other legally protected criteria in employment or the selection and retention of any potential subcontractors.

- 16) Unforeseen additional items and/or services may be required. The IWMA therefore reserves the right to negotiate with the successful proposer for additional items and/or services beyond what is described in the final contract.

## **B. Changes to the RFP**

This RFP is posted on the IWMA's website: <https://www.iwma.com/open-bids-rfps>. Any changes,

additions, or deletions to this RFP will be in the form of written addenda issued by the IWMA. Any addenda will be posted on the website. Prospective proposers must check the website for addenda or other relevant added information during the response period. The IWMA is not responsible for the failure of any prospective proposer to receive such addenda. All addenda so issued shall become a part of this RFP. Any proposer who has already submitted their proposal and desires to make corrections, may remove and replace their proposal up to the date and time for which this RFP closes.

**C. Communications**

All communications concerning this RFP shall be directed to [akuder@iwma.com](mailto:akuder@iwma.com) with the email subject line of: **QUESTIONS – Video Content Production RFP**. All other communication is not binding and shall in no way modify the RFP or the obligations of the IWMA.

After the solicitation has closed, proposers can view the RFP on the IWMA website where any available award information will be posted and updated within the solicitation. Any questions and requests for information must be addressed to [akuder@iwma.com](mailto:akuder@iwma.com) with the email subject line of: **QUESTIONS – Video Content Production RFP**.

**D. Insurance**

The selected proposer will be required to provide insurance coverage in the amount of one million dollars (\$1,000,000) Commercial General Liability Insurance, and two million dollars (\$2,000,000) of Professional Liability Insurance.

INSURANCE REQUIRED	COVERAGE LIMITS
Commercial General Liability & Property Damage	\$1,000,000 Per Occurrence
Professional Liability	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
Auto Liability / Property Damage / Bodily Injury	\$1,000,000 Per Occurrence
Workman’s Compensation & Disability Benefits	\$1,000,000 Per Occurrence

The selected proposer shall provide, within five (5) days after the contract for services is executed by all parties, a certificate of liability insurance naming the IWMA and its employees and officers as additionally insured. This shall be maintained in full force and effect for the duration of the contract and must be in an amount and format satisfactory to the IWMA.

**E. Exceptions and Deviations**

Any exceptions to or deviations from the requirements set forth in this RFP must be declared in the proposal submitted by the proposer. Such exceptions or deviations must be segregated as a separate element of the proposal under the heading “Exceptions and Deviations”. The IWMA may waive any immaterial deviation or defect in a proposal.

**F. Award**

The IWMA reserves the right to make awards within One Hundred Twenty, (120) days after the date of the RFP closing.

**INTEGRATED WASTE MANAGEMENT AUTHORITY  
VENDOR AGREEMENT FOR PROFESSIONAL SERVICES**

This Vendor Agreement for Professional Services (“AGREEMENT”) is made and entered into as of the date the AGREEMENT is fully executed by all parties (the “Effective Date”), by and between the Integrated Waste Management Authority, a California Joint Powers Authority (“AUTHORITY”), and \_\_\_\_\_ (“VENDOR”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

**RECITALS:**

AUTHORITY wishes to retain the services of an experienced and qualified VENDOR to provide the following services:

**Video Content Production**

VENDOR represents and warrants that it is qualified to perform those services.

**AGREEMENT:**

**I. SERVICES TO BE PERFORMED BY VENDOR**

VENDOR will provide the following services:  
[list of specific services].

VENDOR warrants that all work and services set forth will be performed in a competent, professional and satisfactory manner. Extra work beyond that described in this section is not authorized without the express written approval of AUTHORITY. VENDOR shall request and receive written approval prior to performing any extra work. Any work beyond that reflected in the role stated in this section shall not be compensated by AUTHORITY unless prior written approval was provided under this paragraph.

**II. TERM**

Unless earlier terminated in accordance with Section IV below, the AGREEMENT will continue in full force and effect from the Effective Date through \_\_\_\_\_ (end date).

**III. COMPENSATION**

**A. VENDOR’s Fee**

For services rendered pursuant to this AGREEMENT, VENDOR will be paid hourly rates based on Vendors

Proposal dated \_\_\_\_\_, and included herein as Exhibit A, on a time and materials basis during the Term of this Agreement.

[Optional: However, in no event will the total amount of money paid VENDOR, for services initially contemplated by this AGREEMENT and associated expenses, exceed the annual sum of **one-hundred and fifty thousand** dollars (\$150,000.00) during the term of the agreement, unless otherwise first approved in writing by AUTHORITY.]

**B. Schedule of Payment**

VENDOR will submit invoices monthly for actual services performed and associated expenses. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If AUTHORITY disputes any of VENDOR’s fees it shall give written notice to VENDOR within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this AGREEMENT shall be made within forty-five (45) days of receipt of an invoice therefor.

**IV. TERMINATION OF AGREEMENT**

A. AUTHORITY may at any time, for any reason, with or without cause, suspend or terminate this AGREEMENT, or any portion hereof, by serving upon VENDOR at least ten (10) days' prior written notice. Upon receipt of said notice, VENDOR shall immediately cease all work under this AGREEMENT, unless the notice provides otherwise. If AUTHORITY suspends or terminates a portion of this AGREEMENT, such suspension or termination shall not make void or invalidate the remainder of this AGREEMENT.

B. In the event this AGREEMENT is terminated pursuant to this Section, AUTHORITY shall pay to VENDOR the actual value of the work performed up to the time of termination, provided that the work performed is of value to AUTHORITY. Upon termination of the AGREEMENT pursuant to this Section, VENDOR will submit an invoice to AUTHORITY pursuant to Section III.

## **V. FORCE MAJEURE**

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, "acts of God," inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental control, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

## **VI. RETENTION OF FUNDS**

VENDOR authorizes AUTHORITY to deduct from any amount payable to VENDOR (whether or not arising out of this AGREEMENT) any amounts the payment of which may be in dispute or that are necessary to compensate AUTHORITY for any losses, costs, liabilities, or damages suffered by AUTHORITY, and all amounts for which AUTHORITY may be liable to third parties, by reason of VENDOR's acts or omissions in performing or failing to perform VENDOR's obligations under this AGREEMENT. In the event that any claim is made by a third party, the amount or validity of which is disputed by VENDOR, or any indebtedness exists that appears to be the basis for a claim of lien, AUTHORITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of AUTHORITY to exercise the right to deduct or to withhold will not, however, affect the obligations of VENDOR to insure, indemnify, and protect AUTHORITY as elsewhere provided in this AGREEMENT.

## **VII. AUTHORITY REPRESENTATIVE**

The Executive Director is designated as the "AUTHORITY Representative," authorized to act in its behalf with respect to the work and services specified in this AGREEMENT and to make all decisions in connection with this AGREEMENT. Whenever approval, directions, or other actions are required by AUTHORITY under this AGREEMENT, those actions will be taken by AUTHORITY Representative, unless otherwise stated. AUTHORITY's Executive Director has the right to designate another AUTHORITY Representative at any time, by providing notice to VENDOR.

## **VIII. VENDOR REPRESENTATIVE(S)**

The person(s) employed by VENDOR whose name(s) are set forth immediately following the signatures of the parties executing this AGREEMENT are designated as being the representative(s) of VENDOR authorized to act on its behalf with respect to the work specified in this AGREEMENT and make all decisions in connection with this AGREEMENT.

## **IX. INDEPENDENT CONTRACTOR**

VENDOR is, and at all times will remain as to AUTHORITY, a wholly independent contractor. Neither AUTHORITY nor any of its elected officials, officers, employees or agents will have control over the conduct of VENDOR or any of VENDOR's employees, except as otherwise set forth in this AGREEMENT and then only as to the results to be accomplished and not the method by which VENDOR provides the Scope of Services. VENDOR may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of AUTHORITY.

## **X. OTHER LICENSES AND PERMITS**

VENDOR warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this AGREEMENT.

## **XI. VENDOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS**

A. VENDOR shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by AUTHORITY that relate to the performance of services under this AGREEMENT. VENDOR shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services.

B. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. VENDOR shall provide free access to the representatives of AUTHORITY or its designees at reasonable times to such books and records; shall give AUTHORITY the right to examine and audit said books and records; shall permit AUTHORITY to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this AGREEMENT. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment. Upon completion of, or in the event of

termination or suspension of this AGREEMENT, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this AGREEMENT shall become the sole property of AUTHORITY and may be used, reused, or otherwise disposed of by AUTHORITY without the permission of VENDOR. With respect to computer files, VENDOR shall make available to AUTHORITY, at VENDOR's office and upon reasonable written request by AUTHORITY, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. VENDOR hereby grants to AUTHORITY all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by VENDOR in the course of providing the services under this AGREEMENT.

C. All plans, studies, sketches, drawings, reports, and specifications as herein required are the property of AUTHORITY, whether the work for which they are made be executed or not. In the event this AGREEMENT is terminated, and at the end of the term of this AGREEMENT, all such plans, studies, sketches, drawings, electronic documentation, reports, and specifications shall be delivered immediately to AUTHORITY. VENDOR may retain one copy of each document for VENDOR'S records, but shall have no proprietary rights to them. AUTHORITY agrees to indemnify VENDOR against any damages caused by the unauthorized re-use of said documents.

## **XII. INDEMNIFICATION**

A. Non-design, non-construction Professional Services: To the fullest extent permitted by law (including, but not limited to California Civil Code Sections 2782 and 2782.8), VENDOR shall indemnify, defend, and hold harmless AUTHORITY, and its elected officials, officers, employees, volunteers, and agents ("AUTHORITY Indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of VENDOR's performance or VENDOR's failure to perform its obligations under this AGREEMENT or out of the operations conducted by VENDOR, including AUTHORITY's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of AUTHORITY. In the event AUTHORITY Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from

VENDOR's performance of this AGREEMENT, VENDOR shall provide a defense to AUTHORITY Indemnitees or at AUTHORITY's option, reimburse AUTHORITY Indemnitees their costs of defense, including reasonable legal fees, incurred in defense of such claims.

B. Non-design, construction Professional Services: To the extent the Scope of Services involve a "construction contract" as that phrase is used in Civil Code Section 2783, this paragraph shall apply in place of paragraph A. To the fullest extent permitted by law (including, but not limited to California Civil Code Sections 2782 and 2782.8), VENDOR shall indemnify, defend, and hold harmless the AUTHORITY, and its elected officials, officers, employees, volunteers, and agents ("AUTHORITY Indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of VENDOR's performance or VENDOR's failure to perform its obligations under this AGREEMENT or out of the operations conducted by VENDOR, except for such loss or damage arising from the active negligence, sole negligence or willful misconduct of AUTHORITY. In the event AUTHORITY Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from VENDOR's performance of this AGREEMENT, VENDOR shall provide a defense to AUTHORITY Indemnitees or at AUTHORITY's option, reimburse AUTHORITY Indemnitees their costs of defense, including reasonable legal fees, incurred in defense of such claims.

C. Design Professional Services: In the event VENDOR is a "design professional," and the Scope of Services require VENDOR to provide "design professional services" as those phrases are used in Civil Code Section 2782.8, this paragraph shall apply in place of paragraphs A or B. To the fullest extent permitted by law (including, but not limited to California Civil Code Sections 2782 and 2782.8) VENDOR shall indemnify, defend and hold harmless AUTHORITY and its elected officials, officers, employees, volunteers and agents ("AUTHORITY Indemnitees"), from and against all claims, damages, injuries, losses, and expenses including costs, attorney fees, expert consultant and expert witness fees arising out of, pertaining to or relating to, the negligence, recklessness or willful misconduct of VENDOR, except to the extent caused by the sole negligence, active negligence or willful misconduct of AUTHORITY. Negligence, recklessness or willful misconduct of any subcontractor employed by VENDOR shall be conclusively deemed to be the negligence, recklessness or willful misconduct of



VENDOR unless adequately corrected by VENDOR. In the event AUTHORITY Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from VENDOR's performance of this AGREEMENT, VENDOR shall provide a defense to AUTHORITY Indemnitees or at AUTHORITY's option, reimburse AUTHORITY Indemnitees their costs of defense, including reasonable legal fees, incurred in defense of such claims. In no event shall the cost to defend charged to VENDOR under this paragraph exceed VENDOR's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, VENDOR shall meet and confer with other parties regarding unpaid defense costs.

D. Payment by AUTHORITY is not a condition precedent to enforcement of the indemnities in paragraph A, B, or C. In the event of any dispute between VENDOR and AUTHORITY, as to whether liability arises from the active negligence, sole negligence or willful misconduct of AUTHORITY or its officers, employees, or agents, VENDOR will be obligated to pay for AUTHORITY's defense until such time as a final judgment has been entered adjudicating AUTHORITY as having been actively negligent, solely negligent or as having engaged in willful misconduct. Except as otherwise required by Civil Code Section 2782.8, VENDOR will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation. The provisions of this Section XII shall survive completion of VENDOR's services or the termination of this AGREEMENT.

### **XIII. NON-LIABILITY OF AUTHORITY OFFICERS AND EMPLOYEES**

No elected official, officer, employee, or agent of AUTHORITY will be personally liable to VENDOR, in the event of any default or breach by AUTHORITY or for any amount that may become due to VENDOR.

### **XIV. INSURANCE**

A. Without limiting VENDOR's indemnification of AUTHORITY, and prior to commencement of the Scope of Services, VENDOR shall obtain, provide and maintain at its own expense during the term of this AGREEMENT, policies of insurance of the type and amounts described below and in a form that is satisfactory to AUTHORITY.

1. General liability insurance. VENDOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office (ISO) form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

2. Automobile liability insurance. If VENDOR owns vehicles used in performing the Scope of Services in any manner, VENDOR shall maintain automobile insurance at least as broad as Insurance Services Office (ISO) form CA 00 01 covering bodily injury and property damage for all activities of VENDOR arising out of or in connection with any work to be performed under this AGREEMENT, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

3. Workers' compensation insurance. VENDOR shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000), as required by law.

4. VENDOR shall submit to AUTHORITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of AUTHORITY, its officers, agents, employees, and volunteers.

B. Other provisions or requirements:

1. Proof of insurance. VENDOR shall provide certificates of insurance to AUTHORITY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by AUTHORITY's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with AUTHORITY at all times during the term of this contract. AUTHORITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements to such policies, at any time.

2. Duration of coverage. VENDOR shall procure and maintain for the duration of the AGREEMENT insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by VENDOR, its agents, representatives, employees, or subconsultants.

3. Primary/noncontributing. Coverage provided by VENDOR shall be primary and any insurance or self-insurance procured or maintained by AUTHORITY shall not be required to contribute with it. The limits of insurance required herein 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 non-contributory basis for the benefit of AUTHORITY before AUTHORITY's own insurance or self-insurance shall be called upon to protect it as a named insured.

4. AUTHORITY's rights of enforcement. In the event any policy of insurance required under this AGREEMENT does not comply with these specifications or is canceled and not replaced, AUTHORITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by AUTHORITY will be promptly reimbursed by VENDOR or AUTHORITY will withhold amounts sufficient to pay premium from VENDOR payments. In the alternative, AUTHORITY may terminate this AGREEMENT as provided in paragraph IV.

5. Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by AUTHORITY's Risk Manager.

6. Waiver of subrogation. All insurance coverage maintained or procured pursuant to this AGREEMENT shall be endorsed to waive subrogation against AUTHORITY, its elected or appointed officials, agents, officers, employees, and volunteers or shall specifically allow VENDOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. VENDOR hereby waives its own right of recovery against AUTHORITY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

7. Enforcement of contract provisions (non-estoppel). VENDOR acknowledges and agrees that any actual or alleged failure on the part of AUTHORITY to inform VENDOR of non-compliance with any requirement imposes no additional obligations on AUTHORITY nor does it waive any rights hereunder.

8. Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If VENDOR maintains higher limits than the minimums shown above, AUTHORITY requires and shall be entitled to coverage for the higher limits maintained by VENDOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to AUTHORITY.

9. Notice of cancellation. VENDOR agrees to oblige its insurance agent or broker and insurers to provide to AUTHORITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage. In the event VENDOR's policy of insurance cannot be endorsed to provide this notice of cancellation, VENDOR shall provide AUTHORITY notice of such cancellation, in writing, not later than 24 hours following the effective time of such cancellation.

10. Additional insured status. General liability policies shall provide or be endorsed to provide that AUTHORITY and its officers, officials, employees, and agents shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies. Each such insurance policy shall contain language substantially similar to the following clause: "The AUTHORITY, its elected and appointed officials, officers, employees, and agents are named as additional insureds as respects operations of the named insured performed under contract with the AUTHORITY." AUTHORITY need not be named as an additional insured on professional liability insurance policies.

11. Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to AUTHORITY and approved of in writing by AUTHORITY's Risk Manager or AUTHORITY Attorney.

12. Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that VENDOR's insurance shall apply separately to each insured against whom claim is made or suit is brought,



except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

13. Pass-through clause. VENDOR agrees to ensure that its sub-consultants, sub-contractors, and any other party providing any work under the Scope of Services under the direction of VENDOR, provide the same minimum insurance coverage and endorsements required of VENDOR. VENDOR agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. VENDOR agrees that upon request, all AGREEMENTS with consultants, subcontractors, and others engaged in performing work under the Scope of Services will be submitted to AUTHORITY for review.

14. AUTHORITY's right to revise specifications. AUTHORITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving VENDOR ninety (90) days' advance written notice of such change. If such change results in substantial additional cost to VENDOR, AUTHORITY and VENDOR may renegotiate VENDOR's compensation.

15. Self-insured retentions. Any self-insured retentions must be declared to and approved by AUTHORITY. AUTHORITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by AUTHORITY.

16. Timely notice of claims. VENDOR shall give AUTHORITY prompt and timely notice of claims made or suits instituted that arise out of or result from VENDOR's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.

17. Additional insurance. VENDOR shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Scope of Services.

## **XV. SUBCONTRACTORS**

Before VENDOR retains or hires a subcontractor to provide any work, labor, or services relative to this AGREEMENT, VENDOR must:

A. Present the name and identifying information of the subcontractor that will provide any work, labor, or services to AUTHORITY;

B. Present to AUTHORITY the form of subcontract that will be used with the subcontractor for AUTHORITY's approval, which approval will not be unreasonably withheld. Such subcontract agreement must include an indemnity agreement that is generally in accord with the indemnity obligations contained in paragraph XII of this AGREEMENT and must specifically name AUTHORITY as an indemnified party; and

C. Secure from the subcontractor evidence of insurance coverage that meets with this AGREEMENT including naming AUTHORITY as an additional insured as required by this AGREEMENT, unless such requirement is waived in writing by AUTHORITY's Risk Manager as provided in paragraph XXIV below.

## **XVI. CONFLICT OF INTEREST**

No officer or employee of AUTHORITY may have any financial interest, direct or indirect, in this AGREEMENT, nor may any officer or employee participate in any decision relating to the AGREEMENT that affects the officer or employee's financial interest or the financial interest of any corporation, partnership, or association in which the officer or employee is directly or indirectly interested, in violation of any law, rule or regulation.

No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

## **XVII. NOTICE**

All notices, requests, demands, or other communications under this AGREEMENT will be in writing. Notice will be sufficiently given for all purposes as follows:

A. Personal delivery. When personally delivered to the recipient; notice is effective on delivery.

B. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice; notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.

C. Certified mail. When mailed certified mail, return receipt requested; notice is effective on receipt, if delivery is confirmed by a return receipt.

D. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account; notice is effective on delivery, if delivery is confirmed by the delivery service.

E. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice; notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day. Addresses for purpose of giving notice are as set forth immediately following the signatures of the parties executing this AGREEMENT.

F. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.

G. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this AGREEMENT. Any change in address or fax number that is not provided to the other party will not void delivery of any notice under this AGREEMENT, and delivery to the last known address or fax number shall be deemed sufficient for notice under this AGREEMENT.

#### **XVIII. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING**

This AGREEMENT and all exhibits are binding on the heirs, successors, and assigns of the parties. The AGREEMENT may not be assigned or subcontracted by either AUTHORITY or VENDOR without the prior written consent of the other.

#### **XIX. INTERPRETATION**

The terms of this AGREEMENT shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this AGREEMENT or any other rule of construction that might otherwise apply.

#### **XX. SEVERABILITY**

If any part of this AGREEMENT is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the AGREEMENT will remain in full force and effect.

#### **XXI. TIME OF ESSENCE**

Time is of the essence in the performance of this AGREEMENT.

#### **XXII. GOVERNING LAW; JURISDICTION**

This AGREEMENT will be administered and interpreted under the laws of the State of California. Jurisdiction of and venue for any litigation arising from the AGREEMENT will be in the Superior Court of the San Luis Obispo County, or in the United States District Court for the Central District of California.

#### **XXIII. COMPLIANCE WITH STATUTES AND REGULATIONS**

VENDOR will be knowledgeable of and will comply with all applicable federal, state, county and AUTHORITY statutes, rules, regulations, ordinances and orders. VENDOR and its subcontractor(s) shall not discriminate against any person in the performance of this AGREEMENT on the basis of race, religion, national origin, color, age, sex, sexual orientation, AIDS, HIV status, disability, or any other basis protected by state or federal law, and shall comply with applicable federal and state equal employment opportunity laws, ordinances, rules and regulations.

#### **XXIV. WAIVER OF BREACH**

No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this AGREEMENT.

#### **XXV. ATTORNEY'S FEES**

Except as provided for in paragraph XIV, in any dispute, litigation, arbitration, or other proceeding by which one

party either seeks to enforce its rights under this AGREEMENT (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this AGREEMENT, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment, including post judgment attorney's fees costs and expenses and any attorneys' fees or costs incurred on appeal of any judgment.

**XXVI. EXHIBITS**

All exhibits identified in this AGREEMENT are incorporated into the AGREEMENT by this reference. In the event of any conflict between the terms of this AGREEMENT and the terms of an exhibit, the terms of this AGREEMENT shall control. Notwithstanding the foregoing sentence, the provisions of Section XII of this AGREEMENT shall not be altered, amended, limited or otherwise affected in any manner by any language included in an exhibit to this AGREEMENT, even if such exhibit purports to affect the provisions of Section XII.

**XXVII. VENDOR'S AUTHORITY TO EXECUTE**

The persons executing this AGREEMENT on behalf of the VENDOR warrant that:

- A. the VENDOR is duly organized and existing under the appropriate State laws;
- B. they are duly authorized to execute this AGREEMENT on behalf of the VENDOR;
- C. by so executing this AGREEMENT, the VENDOR is formally bound to the provisions of this AGREEMENT; and
- D. entering into this AGREEMENT does not violate any provision of any other AGREEMENT to which the VENDOR is bound.

**XXVIII. INTEGRATION; AMENDMENT**

This AGREEMENT represents the entire understanding of AUTHORITY and VENDOR as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this AGREEMENT. The AGREEMENT may not be modified or altered except in writing signed by both parties.

**IN WITNESS WHEREOF**, the parties hereto have caused this AGREEMENT to be executed the day and year last written below:

**AUTHORITY:**

Integrated Waste Management Authority, a California Joint Powers Authority

Signed: \_\_\_\_\_

Name:  
Title:

Dated: \_\_\_\_\_

Address for giving notice (See Section XVII):  
[Address]

**APPROVED AS TO FORM:**

Signed: \_\_\_\_\_

Name:  
Title: Legal Counsel

**VENDOR:**

[NAME]

Signed: \_\_\_\_\_

Name:  
Title:

Dated: \_\_\_\_\_

Address for giving notice (See Section XVII):  
[Address]

Email address for official communications:  
[Email]

Vendor Representative(s) (See Section VIII):  
Name/Title: \_\_\_\_\_

**TO: San Luis Obispo County Integrated Waste Management Authority**

**FROM: Peter Cron, Executive Director**

**RE: Request for Proposal for Waste Characterization Study**

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**BACKGROUND:**

The IWMA is seeking proposals for a Waste Characterization Study in San Luis Obispo County. In keeping with its desired goals and continued achievements, the IWMA recognizes the need to continually examine data that may impact the mandates set forth by the State and monitor the progress of IWMA programs.

The waste characterization study will identify the quantity and composition of waste disposed by sector and jurisdiction and identify opportunities to divert material from the landfill to meet state requirements (e.g., AB 341, AB 1826, and SB 1383). The primary objectives of this study are to:

- Conduct two waste characterizations in San Luis Obispo County.
- Create a report comparing the 2021 CalRecycle Disposal Facility-Based Characterization Study against this study establishing baseline data for the IWMA to monitor and measure recycling, organics, and waste disposal trends.
- Identify specific generators or, failing that, specific collection routes that are contributing substantial quantities of recyclable and organic materials to the waste stream.
- Further define and measure edible food, organic waste and recyclable materials disposed into the County waste stream including suggestions from respondent to expand categories studied.
- Identify SB 1383 targets including organics disposed compared to the 2021 study and edible food that could be potentially donatable.

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**RECOMMENDATION:**

1) Approve the Request for Proposal for a Waste Characterization Study and 2) grant the Executive Director authority to release the RFP, review, and rank proposals to bring back to the IWMA Board of Directors for final selection and contract award.

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**FISCAL IMPACT:**

This Committee action does not have direct financial impact. However, contracting for a Waste Characterization Study based upon the RFP process will have financial considerations. Fiscal impact will be discussed with the Board of Directors during presentation of the final contract.

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**ATTACHMENTS:**

A. RFP for Waste Characterization Study

A-1. Sample IWMA Agreement for Waste Characterization Study



**Request for Proposal**  
for  
**Waste Characterization Study**  
for the San Luis Obispo County  
Integrated Waste Management Authority

**RFP Released:**

**Tuesday, October 1, 2024**

**RFP Submission Deadline:**

**Friday, November 1, 2024 by 12:00 PM**

**San Luis Obispo County IWMA  
870 Osos Street  
San Luis Obispo, CA 93401  
805.782.8530**

**[W: www.iwma.com](http://www.iwma.com)**

**[E:Jlane@iwma.com](mailto:Jlane@iwma.com)**

## **SECTION I - Introduction and Background**

### **A. Introduction**

The San Luis Obispo County Integrated Waste Management Authority (IWMA) is requesting proposals from qualified Contractors to conduct a waste characterization study.

The preferred date of completion for the waste characterization study is September 1, 2025.

All proposals must be received by, on, or before **Friday November 1, 2024 by 12:00 PM**. The preferred method for proposal submission is electronic via [jlane@iwma.com](mailto:jlane@iwma.com). However, if you wish to submit a paper copy, please submit it in a sealed envelope to:

SLO County IWMA  
Attn: Jordan Lane  
870 Osos Street  
San Luis Obispo, CA 93401

### **Background**

The IWMA is a government entity formed through a Joint Powers Agreement governed by a nine-person Board of countywide elected officials. The IWMA Board of Directors consists of seven incorporated City representatives, one Special District representative, and one County representative. The Board of Directors oversees the IWMA office and its mission to provide coordinated efforts to comply with state waste and recycling policy on behalf of San Luis Obispo County member agencies through practical, cost-effective programs, education, and technical support.

The Executive Director reports directly to the Board of Directors and performs all duties necessary for proper and efficient management of the IWMA, as determined by the Board, state and federal law. The IWMA has a professional staff of seven (as of the publishing date of this RFP), working under the direction of the Executive Director.

The IWMA serves a unique area that is comprised of over 3,616 square miles with over 8,800 commercial waste generators. This area is a combination of urban and rural landscape served by 5 unique hauling companies operating under over 24 franchise agreements.

### **Request**

The IWMA is seeking proposals for a Waste Characterization Study in San Luis Obispo County. In keeping with its desired goals and continued achievements, the IWMA recognizes the need to continually examine data that may impact the mandates set forth by the State and monitor the progress of IWMA programs.

The waste characterization study will identify the quantity and composition of waste disposed by sector and jurisdiction and identify opportunities to divert material from the landfill to meet state requirements (e.g., AB 341, AB 1826, and SB 1383).

## **SECTION II – QUALIFICATIONS AND SCOPE OF SERVICES**

### **A. Qualifications**

The ideal Contractor will have the following characteristics:

- Basic understanding of the IWMA's mission and goals.
- Comfortability collecting and analyzing data.
- Expertise in performing waste characterizations safely and effectively.
- Experience working with government agencies.
- Strong understanding of the waste and recovery industries.
- Strong communication skills.
- Familiarity with the San Luis Obispo County waste system is preferred, but not required.

### **B. Scope of Services**

Utilizing the 2021 CalRecycle Disposal Facility-Based Characterization Study (Attachment A) as a model, the contractor will evaluate waste disposal here in San Luis Obispo County. At the direction of the Executive Director, the contractor will sample representative portions of residential, commercial, and self-haul solid waste generated in San Luis Obispo County; sort disposed waste by type; compile collected data; and report the results to the IWMA.

Primary objectives of this study are to:

- ❖ Conduct two waste characterizations in San Luis Obispo County.
- ❖ Create a report comparing the 2021 CalRecycle Disposal Facility-Based Characterization Study against this study establishing baseline data for the IWMA to monitor and measure recycling, organics, and waste disposal trends.
- ❖ Identify specific generators or, failing that, specific collection routes that are contributing substantial quantities of recyclable and organic materials to the waste stream.
- ❖ Further define and measure edible food, organic waste and recyclable materials disposed into the County waste stream including suggestions from respondent to expand categories studied.
- ❖ Identify SB 1383 targets including organics disposed compared to the 2021 study and edible food that could be potentially donatable.

Technical Work Plan shall include (at a minimum):

1. The process (including recommended sampling sites and number of loads at those sites) necessary to collect representative data to the degree of accuracy sufficient to be comparable with the 2021 CalRecycle Disposal Facility-Based Characterization Study to satisfy the reporting requirements of the IWMA.
2. Sampling and waste sorting labor shall be performed and/or provided by the Contractor.
3. Copies of field forms to be used.



For each sample, collect the following information:

- Sector type (residential, commercial, mixed residential and commercial, and self-haul residential or self-haul commercial),
- Container/Vehicle type (Front load container, Side load container, compactor, compacted debris box, loose debris box, Self-Haul vehicle),
- Jurisdiction of origin,
- Subtypes of commercial loads, by customer “class”: construction and demolition; wholesale/retail/warehouse; office, government, other business services; institution (education, health care); manufacturing; food and lodging; other commercial,
- Product categories as defined in the CalRecycle 2021 Disposal Facility Based Characterization Study,
- Customer comments; and
- Other information as determined by the IWMA.

4. Waste characterization protocol, including but not limited to: vehicle selection and sorting protocols, material type/subtype definitions, and protocols for lumping/splitting materials categories.
5. The proposed two-season sampling schedule will include a “wet season sort” in February/March and a “dry season sort” in June/July.
6. Timeline showing anticipated completion dates for major milestones, draft and final reports.

### **SECTION III - TIMELINE AND SUBMITTAL INSTRUCTIONS**

The following represents the tentative schedule for this RFP. Any change in the scheduled dates for the Pre-Proposal Conference, Deadline for Final Questions, Proposal Submission Deadline, or Interviews will be advertised in the form of an addendum to this RFP. The schedule for other milestone dates may be adjusted without notice.

#### **A. Timeline**

<b>DATE - 2024</b>	<b>EVENT</b>
<b>Tuesday, October 1</b>	RFP release date
<b>Tuesday, October 8</b>	Optional pre-proposal phone conference at 2:30 PM (PST)
<b>Wednesday, October 9</b>	Deadline to submit written questions due by 12:00 PM (PST)

<b>Friday, November 1</b>	Proposals due by 12:00 PM (PST)
<b>Wednesday, November 6</b>	Preliminary screening process complete, including reference checks
<b>Wednesday, November 13</b>	Board consideration and approval of staff recommended Contractor (including proposer presentation, if requested)
<b>Wednesday, November 20</b>	Negotiate and finalize contract
<b>Friday, December 6</b>	IWMA Board President signs contract (if applicable)

**B. Proposal Format and Content Requirements**

All proposals must include, and will be evaluated on, the following criteria:

**1. Qualifications of Contractor and Personnel (40%)**

**2. Technical Workplan (30%)**

*Briefly describe how each task listed in the Scope of Services will be addressed. Suggest an execution strategy including a list of deliverables and associated timeline.*

**3. Budget, Retainer, and/or Rates (30%)**

*Include an estimate of a rate or retainer for all proposed services. All hourly rates, fees, and reimbursable costs must be clearly stated. Provide the title and rate of all Contractor staff and subcontractors assigned to regular duties as outlined in the Scope of Services.*

**4. Client References**

*Provide a list of current and former clients, including any governmental agencies you have serviced. Include client name, contact person and title, complete address, telephone number, type of organization, and a brief description of work performed.*

**5. Identify Existing and Potential Conflicts of Interest**

*List all current public clients in San Luis Obispo County for which the Contractor provides service. To the extent they are reasonably foreseeable, please indicate any actual or potential conflicts of interest that might arise from the Contractor's representation of the IWMA. Please outline the manner in which conflicts would be resolved, mitigated, or avoided.*

## 6. Disclosure of Litigation

*Contractor must include in its Proposal a complete disclosure of any civil or criminal litigation or indictment involving the Contractor. Contractor must also disclose any civil or criminal litigation or indictment involving any of its joint ventures, strategic partners, prime Contractor team members, and subcontractors. This disclosure requirement is a continuing obligation, and any litigation commenced after a Contractor has submitted a Proposal under this RFP must be disclosed to the IWMA in writing within five (5) days after the litigation has commenced.*

## 7. Additional Information

*Include the location of the business and the availability of appropriate professionals as needed. Identify any other related qualifications and information not specified in this RFP that the firm may consider essential and relevant to the IWMA.*

## C. Questions

All questions (requests for interpretations or corrections) pertaining to the content of this RFP must be made in writing to [jlane@iwma.com](mailto:jlane@iwma.com) with the email subject line of **QUESTIONS – Waste Characterization Study RFP by October 9, 2024 12:00 p.m. (PST)**. Requests submitted after said date may not be considered. Questions will receive a response within five (5) business days. Questions and responses will be posted (anonymously) on the IWMA website: <https://www.iwma.com/open-bids-rfps>. The IWMA reserves the right to determine the appropriateness of comments/questions that will be posted on the IWMA website.

## D. Submittal Instructions

If you or your Contractor is interested and qualified, please submit one (1) electronic copy of your proposal, in Adobe (pdf), to [jlane@iwma.com](mailto:jlane@iwma.com) with the email subject line of **PROPOSAL – Waste Characterization Study RFP, by November 1, 12:00 p.m. (PST)**.

## **SECTION IV - RFP PROPOSAL EVALUATION AND SELECTION PROCESS**

### A. Criteria Weight

The proposals shall be reviewed based on the criteria and scale in Section B. The goal is to contract with a Contractor that is qualified to assist the IWMA in its efforts to provide outreach and education through its Waste Characterization Study platforms.

Proposals will be reviewed upon receipt and the most qualified firms may be requested to make a presentation to the IWMA Executive Committee and/or Board of Directors.

### B. Final Selection

IWMA Staff will formulate its recommendation for award of the Contract and forward its selection to the Board of Directors for approval. The final contract will be signed by the IWMA Board President.

### C. Contract Award and Execution

The IWMA reserves the right to enter into a contract without further discussion of the submitted

proposal. Therefore, the proposal should be initially submitted on the most favorable terms the proposer can offer. The IWMA reserves the right to withdraw the RFP in whole or in part, at any time and for any reason. Submission of a proposal confers no rights upon a proposer and does not obligate the IWMA in any manner. The IWMA reserves the right to award no contract and to solicit additional offers at a later date.

The contract awarded for this request will be written by the IWMA. A sample agreement is attached as Attachment 1-A.

Each proposer, by submitting a proposal, agrees that if the IWMA accepts its proposal, such proposer will furnish all items and services upon the terms and conditions in this RFP and subsequent contract. Proposals that do not meet the mandatory requirements set forth in this RFP will not be considered. Proposers may be disqualified, and the proposal may be rejected by the IWMA for any of, but not limited to, the following reasons:

- Failure to properly respond to the RFP.
- Evidence of collusion among the proposers submitting the proposals.
- Failure to comply with the specification requirements of the RFP.

Terms, conditions, prices, methodology, or other features of the proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the proposer may be required to submit additional financial information and other data to allow for a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

The RFP document and the successful proposal, as amended by agreement between the IWMA and the successful proposer, including e-mail or written correspondence relative to the RFP, may become part of the contract documents. Additionally, the IWMA may verify the successful proposer's representations that appear in the proposal. Failure of the successful proposer to perform as represented may result in elimination of the successful proposer from competition or in contract cancellation or termination.

The requirements listed in this RFP are not negotiable and will remain unchanged unless the IWMA determines that a change in such requirements is in the best interest of the IWMA.

The IWMA expressly reserves the right, in its sole judgment, to accept or reject any or all proposals, with or without cause, modify, alter, waive any technicalities or provisions, or to accept the proposal which, in its sole judgment, is determined to be the best evaluated offer resulting from negotiation and taking into consideration other evaluation factors set forth in the RFP. The successful proposer will be expected to enter into a contract with the IWMA. If the successful proposer fails to sign a contract within fourteen (14) calendar days, unless the IWMA grants an extension following the delivery of the contract documents, the IWMA may elect to negotiate a contract with the next-highest ranked proposer.

IWMA shall not be bound, or in any way obligated, until both parties have executed a contract. The selected proposer may not incur any chargeable costs prior to final contract execution. The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during the negotiation of the final Contract.

The supplies and services are to be provided in compliance with all applicable state and federal standards, rules, and regulations. The IWMA reserves the right to request additional written and/or

oral information from proposers at any time before contract award, to obtain clarification of their responses.

## **SECTION V - GENERAL CONDITIONS**

### **A. IWMA Rights & Options**

All proposals must be submitted to the IWMA email address: [jlane@iwma.com](mailto:jlane@iwma.com) with the email subject line of: **PROPOSAL – Waste Characterization Study RFP** in Adobe (pdf) format **by November 1, 2024, 12:00 p.m. (PST)**.

- 1) All costs incurred in the preparation and submission of proposals and related documentation will be borne solely by the proposer.
- 2) This RFP does not constitute an offer of employment or contract for services.
- 3) The IWMA may, in its sole and absolute discretion, accept or reject all proposals, in whole or in part, with or without cause, in response to this RFP and to make more than one award, or no award, or postpone or cancel, at any time, this RFP process, if the IWMA determines such action to be in its best interests.
- 4) The IWMA reserves the right to remedy technical errors, modify the published scope of services and approve or disapprove the use of all sub-consultants.
- 5) The issuance of this RFP does not constitute an agreement by the IWMA that any subsequent selection process will occur, or that any contract will be entered into by the IWMA. Proposals and other materials will not be returned.
- 6) The IWMA has the right to use any or all ideas or concepts presented in any proposal or interview without restriction and without communication to all applicants.
- 7) All documents submitted to the IWMA in response to this RFP will become the exclusive property of the IWMA.
- 8) All proposals shall remain active for one hundred twenty (120) days, following the closing date for receipt of proposals.
- 9) The IWMA reserves the right to award the contract to the Contractor who presents the proposal which, in the judgment of the IWMA, best accomplishes the desired results.
- 10) Any request by the Contractor to increase pricing may not exceed national or regional CPI and must align with the IWMA's budget cycle.
- 11) Any contract awarded pursuant to this RFP will incorporate the requirements and specifications contained in this RFP. All information presented in the proposal will be considered binding upon selection of the successful proposer, unless otherwise modified and agreed to by the IWMA during subsequent negotiations.

Under the provisions of the California Public Records Act (the "Act"), Government Code section 6250 et seq., all "public records" (as defined in the Act) of a local agency, such as the IWMA, must be

available for inspection and copying upon the request of any person. Under the Act, the IWMA may be obligated to provide a copy of all responses to this RFP, if such requests are made after the contract is awarded. One exception to this required disclosure is information which fits within the definition of a confidential trade secret [Government Code section 6254(k)] or contains other technical, financial, or other data whose public disclosure could cause injury to the proposer's competitive position. If any proposer believes that information contained in its response to this RFP should be protected from disclosure, the proposer MUST specifically identify the pages of the response that contains the information by properly marking the applicable pages and inserting the following notice in the front of its response:

**NOTICE:** The data on pages \_ of this response identified by an asterisk (\*) contain technical or financial information, which are trade secrets, or information for which disclosure would result in substantial injury to the proposer's competitive position. Proposer requests that such data be used only for the evaluation of the response but understands that the disclosure will be limited to the extent the IWMA considers proper under the law. If an agreement is entered into with the proposer, the IWMA shall have the right to use or disclose the data as provided in the agreement, unless otherwise obligated by law.

- 12) The IWMA will not honor any attempt by proposer to designate its entire proposal as proprietary. If there is any dispute, lawsuit, claim or demand as to whether information within the response to the RFP is protected from disclosure under the Act, proposer shall indemnify, defend, and hold harmless the IWMA in any action arising out of such dispute, lawsuit, claim, or demand.
- 13) The proposer warrants that no official or employee of the IWMA has an interest, has been employed or retained to solicit or aid in the procuring of any contract resulting from this RFP, if any, and further warrants that such person will not be employed in the performance of the contract without immediate written notice to the IWMA.
- 14) Contractors submitting proposals shall warrant that their offer is made without any previous understanding, agreement, or connection with any person, Contractor or corporation submitting a separate proposal for the same service and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. This condition shall not apply to proposals which are submitted by Contractors who have partnered with others to submit a cooperative proposal that clearly identifies a primary Contractor and the associated sub-Contractors.
- 15) Proposers shall comply with all laws and regulations governing nondiscrimination in employment, including the Americans with Disabilities Act of 1990, the Fair Employment and Housing Act (California Government Code, § 12900, et seq.), and the applicable regulations promulgated thereunder (2 California Code of Regulations, § 7285, et seq.).

**Nondiscrimination:** The proposer, regarding the work performed by them during the Contract, shall not discriminate on the grounds of race, color or national origin or other legally protected criteria in employment or the selection and retention of any potential subcontractors.

- 16) Unforeseen additional items and/or services may be required. The IWMA therefore reserves the right to negotiate with the successful proposer for additional items and/or services beyond what is described in the final contract.

## B. Changes to the RFP

This RFP is posted on the IWMA's website: <https://www.iwma.com/open-bids-rfps>. Any changes, additions, or deletions to this RFP will be in the form of written addenda issued by the IWMA. Any addenda will be posted on the website. Prospective proposers must check the website for addenda or other relevant added information during the response period. The IWMA is not responsible for the failure of any prospective proposer to receive such addenda. All addenda so issued shall become a part of this RFP. Any proposer who has already submitted their proposal and desires to make corrections, may remove and replace their proposal up to the date and time for which this RFP closes.

## C. Communications

All communications concerning this RFP shall be directed to [jlane@iwma.com](mailto:jlane@iwma.com) with the email subject line of: **QUESTIONS – Waste Characterization Study RFP**. All other communication is not binding and shall in no way modify the RFP or the obligations of the IWMA.

After the solicitation has closed, proposers can view the RFP on the IWMA website where any available award information will be posted and updated within the solicitation. Any questions and requests for information must be addressed to [jlane@iwma.com](mailto:jlane@iwma.com) with the email subject line of: **QUESTIONS – Waste Characterization Study RFP**.

## D. Insurance

The selected proposer will be required to provide insurance coverage in the amount of one million dollars (\$1,000,000) Commercial General Liability Insurance, and two million dollars (\$2,000,000) of Professional Liability Insurance.

<b>INSURANCE REQUIRED</b>	<b>COVERAGE LIMITS</b>
Commercial General Liability & Property Damage	\$1,000,000 Per Occurrence
Professional Liability	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
Auto Liability / Property Damage / Bodily Injury	\$1,000,000 Per Occurrence
Workman's Compensation & Disability Benefits	\$1,000,000 Per Occurrence

The selected proposer shall provide, within five (5) days after the contract for services is executed by all parties, a certificate of liability insurance naming the IWMA and its employees and officers as additionally insured. This shall be maintained in full force and effect for the duration of the contract and must be in an amount and format satisfactory to the IWMA.

## E. Exceptions and Deviations

Any exceptions to or deviations from the requirements set forth in this RFP must be declared in the proposal submitted by the proposer. Such exceptions or deviations must be segregated as a separate

element of the proposal under the heading “Exceptions and Deviations”. The IWMA may waive any immaterial deviation or defect in a proposal.

**F. Award**

The IWMA reserves the right to make awards within One Hundred Twenty, (120) days after the date of the RFP closing.



# Attachment A-1

## INTEGRATED WASTE MANAGEMENT AUTHORITY VENDOR AGREEMENT FOR PROFESSIONAL SERVICES

This Vendor Agreement for Professional Services ("AGREEMENT") is made and entered into as of the date the AGREEMENT is fully executed by all parties (the "Effective Date"), by and between the Integrated Waste Management Authority, a California Joint Powers Authority ("AUTHORITY"), and \_\_\_\_\_ ("VENDOR"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

### RECITALS:

AUTHORITY wishes to retain the services of an experienced and qualified VENDOR to provide the following services:

#### Waste Characterization Study

VENDOR represents and warrants that it is qualified to perform those services.

### AGREEMENT:

#### I. SERVICES TO BE PERFORMED BY VENDOR

VENDOR will provide the following services:  
[list of specific services].

VENDOR warrants that all work and services set forth will be performed in a competent, professional and satisfactory manner. Extra work beyond that described in this section is not authorized without the express written approval of AUTHORITY. VENDOR shall request and receive written approval prior to performing any extra work. Any work beyond that reflected in the role stated in this section shall not be compensated by AUTHORITY unless prior written approval was provided under this paragraph.

#### II. TERM

Unless earlier terminated in accordance with Section IV below, the AGREEMENT will continue in full force and effect from the Effective Date through \_\_\_\_\_ (end date).

#### III. COMPENSATION

##### A. VENDOR's Fee

For services rendered pursuant to this AGREEMENT, VENDOR will be paid hourly rates based on Vendors

Proposal dated \_\_\_\_\_, and included herein as Exhibit A, on a time and materials basis during the Term of this Agreement.

[Optional: However, in no event will the total amount of money paid VENDOR, for services initially contemplated by this AGREEMENT and associated expenses, exceed the annual sum of [DO NOT EXCEED AMOUNT] dollars (\$XXX) during the term of the agreement, unless otherwise first approved in writing by AUTHORITY.]

##### B. Schedule of Payment

VENDOR will submit invoices monthly for actual services performed and associated expenses. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If AUTHORITY disputes any of VENDOR's fees it shall give written notice to VENDOR within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this AGREEMENT shall be made within forty-five (45) days of receipt of an invoice therefor.

#### IV. TERMINATION OF AGREEMENT

A. AUTHORITY may at any time, for any reason, with or without cause, suspend or terminate this AGREEMENT, or any portion hereof, by serving upon VENDOR at least ten (10) days' prior written notice. Upon receipt of said notice, VENDOR shall immediately cease all work under this AGREEMENT, unless the notice provides otherwise. If AUTHORITY suspends or terminates a portion of this AGREEMENT, such suspension or termination shall not make void or invalidate the remainder of this AGREEMENT.

B. In the event this AGREEMENT is terminated pursuant to this Section, AUTHORITY shall pay to VENDOR the actual value of the work performed up to the time of termination, provided that the work performed is of value to AUTHORITY. Upon termination of the AGREEMENT pursuant to this Section, VENDOR will submit an invoice to AUTHORITY pursuant to Section III.

#### V. FORCE MAJEURE

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, "acts of

God," inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental control, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

## **VI. RETENTION OF FUNDS**

VENDOR authorizes AUTHORITY to deduct from any amount payable to VENDOR (whether or not arising out of this AGREEMENT) any amounts the payment of which may be in dispute or that are necessary to compensate AUTHORITY for any losses, costs, liabilities, or damages suffered by AUTHORITY, and all amounts for which AUTHORITY may be liable to third parties, by reason of VENDOR's acts or omissions in performing or failing to perform VENDOR's obligations under this AGREEMENT. In the event that any claim is made by a third party, the amount or validity of which is disputed by VENDOR, or any indebtedness exists that appears to be the basis for a claim of lien, AUTHORITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of AUTHORITY to exercise the right to deduct or to withhold will not, however, affect the obligations of VENDOR to insure, indemnify, and protect AUTHORITY as elsewhere provided in this AGREEMENT.

## **VII. AUTHORITY REPRESENTATIVE**

The Executive Director is designated as the "AUTHORITY Representative," authorized to act in its behalf with respect to the work and services specified in this AGREEMENT and to make all decisions in connection with this AGREEMENT. Whenever approval, directions, or other actions are required by AUTHORITY under this AGREEMENT, those actions will be taken by AUTHORITY Representative, unless otherwise stated. AUTHORITY's Executive Director has the right to designate another AUTHORITY Representative at any time, by providing notice to VENDOR.

## **VIII. VENDOR REPRESENTATIVE(S)**

The person(s) employed by VENDOR whose name(s) are set forth immediately following the signatures of the parties executing this AGREEMENT are designated as being the representative(s) of VENDOR authorized to act on its behalf with respect to the work specified in this

AGREEMENT and make all decisions in connection with this AGREEMENT.

## **IX. INDEPENDENT CONTRACTOR**

VENDOR is, and at all times will remain as to AUTHORITY, a wholly independent contractor. Neither AUTHORITY nor any of its elected officials, officers, employees or agents will have control over the conduct of VENDOR or any of VENDOR's employees, except as otherwise set forth in this AGREEMENT and then only as to the results to be accomplished and not the method by which VENDOR provides the Scope of Services. VENDOR may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of AUTHORITY.

## **X. OTHER LICENSES AND PERMITS**

VENDOR warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this AGREEMENT.

## **XI. VENDOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS**

A. VENDOR shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by AUTHORITY that relate to the performance of services under this AGREEMENT. VENDOR shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services.

B. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. VENDOR shall provide free access to the representatives of AUTHORITY or its designees at reasonable times to such books and records; shall give AUTHORITY the right to examine and audit said books and records; shall permit AUTHORITY to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this AGREEMENT. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment. Upon completion of, or in the event of termination or suspension of this AGREEMENT, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this AGREEMENT shall become the sole property of AUTHORITY and may be used, reused, or otherwise disposed of by AUTHORITY without

the permission of VENDOR. With respect to computer files, VENDOR shall make available to AUTHORITY, at VENDOR's office and upon reasonable written request by AUTHORITY, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. VENDOR hereby grants to AUTHORITY all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by VENDOR in the course of providing the services under this AGREEMENT.

C. All plans, studies, sketches, drawings, reports, and specifications as herein required are the property of AUTHORITY, whether the work for which they are made be executed or not. In the event this AGREEMENT is terminated, and at the end of the term of this AGREEMENT, all such plans, studies, sketches, drawings, electronic documentation, reports, and specifications shall be delivered immediately to AUTHORITY. VENDOR may retain one copy of each document for VENDOR'S records, but shall have no proprietary rights to them. AUTHORITY agrees to indemnify VENDOR against any damages caused by the unauthorized re-use of said documents.

## **XII. INDEMNIFICATION**

### **A. Non-design, non-construction Professional Services:**

To the fullest extent permitted by law (including, but not limited to California Civil Code Sections 2782 and 2782.8), VENDOR shall indemnify, defend, and hold harmless AUTHORITY, and its elected officials, officers, employees, volunteers, and agents ("AUTHORITY Indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of VENDOR's performance or VENDOR's failure to perform its obligations under this AGREEMENT or out of the operations conducted by VENDOR, including AUTHORITY's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of AUTHORITY. In the event AUTHORITY Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from VENDOR's performance of this AGREEMENT, VENDOR shall provide a defense to AUTHORITY Indemnitees or at AUTHORITY's option, reimburse AUTHORITY Indemnitees their costs of defense, including reasonable legal fees, incurred in defense of such claims.

B. Non-design, construction Professional Services: To the extent the Scope of Services involve a "construction contract" as that phrase is used in Civil Code Section 2783, this paragraph shall apply in place of paragraph A. To the fullest extent permitted by law (including, but not limited to California Civil Code Sections 2782 and 2782.8), VENDOR shall indemnify, defend, and hold harmless the AUTHORITY, and its elected officials, officers, employees, volunteers, and agents ("AUTHORITY Indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of VENDOR's performance or VENDOR's failure to perform its obligations under this AGREEMENT or out of the operations conducted by VENDOR, except for such loss or damage arising from the active negligence, sole negligence or willful misconduct of AUTHORITY. In the event AUTHORITY Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from VENDOR's performance of this AGREEMENT, VENDOR shall provide a defense to AUTHORITY Indemnitees or at AUTHORITY's option, reimburse AUTHORITY Indemnitees their costs of defense, including reasonable legal fees, incurred in defense of such claims.

C. Design Professional Services: In the event VENDOR is a "design professional," and the Scope of Services require VENDOR to provide "design professional services" as those phrases are used in Civil Code Section 2782.8, this paragraph shall apply in place of paragraphs A or B. To the fullest extent permitted by law (including, but not limited to California Civil Code Sections 2782 and 2782.8) VENDOR shall indemnify, defend and hold harmless AUTHORITY and its elected officials, officers, employees, volunteers and agents ("AUTHORITY Indemnitees"), from and against all claims, damages, injuries, losses, and expenses including costs, attorney fees, expert consultant and expert witness fees arising out of, pertaining to or relating to, the negligence, recklessness or willful misconduct of VENDOR, except to the extent caused by the sole negligence, active negligence or willful misconduct of AUTHORITY. Negligence, recklessness or willful misconduct of any subcontractor employed by VENDOR shall be conclusively deemed to be the negligence, recklessness or willful misconduct of VENDOR unless adequately corrected by VENDOR. In the event AUTHORITY Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from VENDOR's performance of this AGREEMENT, VENDOR shall provide a defense to AUTHORITY Indemnitees or at AUTHORITY's option, reimburse AUTHORITY Indemnitees their costs of defense,

including reasonable legal fees, incurred in defense of such claims. In no event shall the cost to defend charged to VENDOR under this paragraph exceed VENDOR's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, VENDOR shall meet and confer with other parties regarding unpaid defense costs.

D. Payment by AUTHORITY is not a condition precedent to enforcement of the indemnities in paragraph A, B, or C. In the event of any dispute between VENDOR and AUTHORITY, as to whether liability arises from the active negligence, sole negligence or willful misconduct of AUTHORITY or its officers, employees, or agents, VENDOR will be obligated to pay for AUTHORITY's defense until such time as a final judgment has been entered adjudicating AUTHORITY as having been actively negligent, solely negligent or as having engaged in willful misconduct. Except as otherwise required by Civil Code Section 2782.8, VENDOR will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation. The provisions of this Section XII shall survive completion of VENDOR's services or the termination of this AGREEMENT.

### **XIII. NON-LIABILITY OF AUTHORITY OFFICERS AND EMPLOYEES**

No elected official, officer, employee, or agent of AUTHORITY will be personally liable to VENDOR, in the event of any default or breach by AUTHORITY or for any amount that may become due to VENDOR.

### **XIV. INSURANCE**

A. Without limiting VENDOR's indemnification of AUTHORITY, and prior to commencement of the Scope of Services, VENDOR shall obtain, provide and maintain at its own expense during the term of this AGREEMENT, policies of insurance of the type and amounts described below and in a form that is satisfactory to AUTHORITY.

1. General liability insurance. VENDOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office (ISO) form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been

amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

2. Automobile liability insurance. If VENDOR owns vehicles used in performing the Scope of Services in any manner, VENDOR shall maintain automobile insurance at least as broad as Insurance Services Office (ISO) form CA 00 01 covering bodily injury and property damage for all activities of VENDOR arising out of or in connection with any work to be performed under this AGREEMENT, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

3. Workers' compensation insurance. VENDOR shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000), as required by law.

4. VENDOR shall submit to AUTHORITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of AUTHORITY, its officers, agents, employees, and volunteers.

B. Other provisions or requirements:

1. Proof of insurance. VENDOR shall provide certificates of insurance to AUTHORITY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by AUTHORITY's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with AUTHORITY at all times during the term of this contract. AUTHORITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements to such policies, at any time.

2. Duration of coverage. VENDOR shall procure and maintain for the duration of the AGREEMENT insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by VENDOR, its agents, representatives, employees, or subconsultants.

3. Primary/noncontributing. Coverage provided by VENDOR shall be primary and any insurance or self-insurance procured or maintained by AUTHORITY shall not be required to contribute with it. The limits of insurance required herein 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 non-contributory basis for the benefit of AUTHORITY before AUTHORITY's own insurance or self-insurance shall be called upon to protect it as a named insured.

4. AUTHORITY's rights of enforcement. In the event any policy of insurance required under this AGREEMENT does not comply with these specifications or is canceled and not replaced, AUTHORITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by AUTHORITY will be promptly reimbursed by VENDOR or AUTHORITY will withhold amounts sufficient to pay premium from VENDOR payments. In the alternative, AUTHORITY may terminate this AGREEMENT as provided in paragraph IV.

5. Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by AUTHORITY's Risk Manager.

6. Waiver of subrogation. All insurance coverage maintained or procured pursuant to this AGREEMENT shall be endorsed to waive subrogation against AUTHORITY, its elected or appointed officials, agents, officers, employees, and volunteers or shall specifically allow VENDOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. VENDOR hereby waives its own right of recovery against AUTHORITY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

7. Enforcement of contract provisions (non-estoppel). VENDOR acknowledges and agrees that any actual or alleged failure on the part of AUTHORITY to inform VENDOR of non-compliance with any requirement imposes no additional obligations on AUTHORITY nor does it waive any rights hereunder.

8. Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If VENDOR maintains

higher limits than the minimums shown above, AUTHORITY requires and shall be entitled to coverage for the higher limits maintained by VENDOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to AUTHORITY.

9. Notice of cancellation. VENDOR agrees to oblige its insurance agent or broker and insurers to provide to AUTHORITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage. In the event VENDOR's policy of insurance cannot be endorsed to provide this notice of cancellation, VENDOR shall provide AUTHORITY notice of such cancellation, in writing, not later than 24 hours following the effective time of such cancellation.

10. Additional insured status. General liability policies shall provide or be endorsed to provide that AUTHORITY and its officers, officials, employees, and agents shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies. Each such insurance policy shall contain language substantially similar to the following clause: "The AUTHORITY, its elected and appointed officials, officers, employees, and agents are named as additional insureds as respects operations of the named insured performed under contract with the AUTHORITY." AUTHORITY need not be named as an additional insured on professional liability insurance policies.

11. Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to AUTHORITY and approved of in writing by AUTHORITY's Risk Manager or AUTHORITY Attorney.

12. Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that VENDOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

13. Pass-through clause. VENDOR agrees to ensure that its sub-consultants, sub-contractors, and any other party providing any work under the Scope of Services under the direction of VENDOR, provide the same minimum insurance coverage and endorsements required of VENDOR. VENDOR agrees to monitor and review all such coverage and assumes all responsibility for ensuring

that such coverage is provided in conformity with the requirements of this section. VENDOR agrees that upon request, all AGREEMENTS with consultants, subcontractors, and others engaged in performing work under the Scope of Services will be submitted to AUTHORITY for review.

14. AUTHORITY's right to revise specifications. AUTHORITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving VENDOR ninety (90) days' advance written notice of such change. If such change results in substantial additional cost to VENDOR, AUTHORITY and VENDOR may renegotiate VENDOR's compensation.

15. Self-insured retentions. Any self-insured retentions must be declared to and approved by AUTHORITY. AUTHORITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by AUTHORITY.

16. Timely notice of claims. VENDOR shall give AUTHORITY prompt and timely notice of claims made or suits instituted that arise out of or result from VENDOR's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.

17. Additional insurance. VENDOR shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Scope of Services.

## **XV. SUBCONTRACTORS**

Before VENDOR retains or hires a subcontractor to provide any work, labor, or services relative to this AGREEMENT, VENDOR must:

A. Present the name and identifying information of the subcontractor that will provide any work, labor, or services to AUTHORITY;

B. Present to AUTHORITY the form of subcontract that will be used with the subcontractor for AUTHORITY's approval, which approval will not be unreasonably withheld. Such subcontract agreement must include an indemnity agreement that is generally in accord with the indemnity obligations contained in paragraph XII of this

AGREEMENT and must specifically name AUTHORITY as an indemnified party; and

C. Secure from the subcontractor evidence of insurance coverage that meets with this AGREEMENT including naming AUTHORITY as an additional insured as required by this AGREEMENT, unless such requirement is waived in writing by AUTHORITY's Risk Manager as provided in paragraph XXIV below.

## **XVI. CONFLICT OF INTEREST**

No officer or employee of AUTHORITY may have any financial interest, direct or indirect, in this AGREEMENT, nor may any officer or employee participate in any decision relating to the AGREEMENT that affects the officer or employee's financial interest or the financial interest of any corporation, partnership, or association in which the officer or employee is directly or indirectly interested, in violation of any law, rule or regulation.

No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

## **XVII. NOTICE**

All notices, requests, demands, or other communications under this AGREEMENT will be in writing. Notice will be sufficiently given for all purposes as follows:

A. Personal delivery. When personally delivered to the recipient; notice is effective on delivery.

B. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice; notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.

C. Certified mail. When mailed certified mail, return receipt requested; notice is effective on receipt, if delivery is confirmed by a return receipt.

D. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the

sender's account; notice is effective on delivery, if delivery is confirmed by the delivery service.

E. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice; notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day. Addresses for purpose of giving notice are as set forth immediately following the signatures of the parties executing this AGREEMENT.

F. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.

G. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this AGREEMENT. Any change in address or fax number that is not provided to the other party will not void delivery of any notice under this AGREEMENT, and delivery to the last known address or fax number shall be deemed sufficient for notice under this AGREEMENT.

**XVIII. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING**

This AGREEMENT and all exhibits are binding on the heirs, successors, and assigns of the parties. The AGREEMENT may not be assigned or subcontracted by either AUTHORITY or VENDOR without the prior written consent of the other.

**XIX. INTERPRETATION**

The terms of this AGREEMENT shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this AGREEMENT or any other rule of construction that might otherwise apply.

**XX. SEVERABILITY**

If any part of this AGREEMENT is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the AGREEMENT will remain in full force and effect.

**XXI. TIME OF ESSENCE**

Time is of the essence in the performance of this AGREEMENT.

**XXII. GOVERNING LAW; JURISDICTION**

This AGREEMENT will be administered and interpreted under the laws of the State of California. Jurisdiction of and venue for any litigation arising from the AGREEMENT will be in the Superior Court of the San Luis Obispo County, or in the United States District Court for the Central District of California.

**XXIII. COMPLIANCE WITH STATUTES AND REGULATIONS**

VENDOR will be knowledgeable of and will comply with all applicable federal, state, county and AUTHORITY statutes, rules, regulations, ordinances and orders. VENDOR and its subcontractor(s) shall not discriminate against any person in the performance of this AGREEMENT on the basis of race, religion, national origin, color, age, sex, sexual orientation, AIDS, HIV status, disability, or any other basis protected by state or federal law, and shall comply with applicable federal and state equal employment opportunity laws, ordinances, rules and regulations.

**XXIV. WAIVER OF BREACH**

No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this AGREEMENT.

**XXV. ATTORNEY'S FEES**

Except as provided for in paragraph XIV, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this AGREEMENT (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this AGREEMENT, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment, including post judgment attorney's fees costs



and expenses and any attorneys' fees or costs incurred on appeal of any judgment.

**XXVI. EXHIBITS**

All exhibits identified in this AGREEMENT are incorporated into the AGREEMENT by this reference. In the event of any conflict between the terms of this AGREEMENT and the terms of an exhibit, the terms of this AGREEMENT shall control. Notwithstanding the foregoing sentence, the provisions of Section XII of this AGREEMENT shall not be altered, amended, limited or otherwise affected in any manner by any language included in an exhibit to this AGREEMENT, even if such exhibit purports to affect the provisions of Section XII.

**XXVII. VENDOR'S AUTHORITY TO EXECUTE**

The persons executing this AGREEMENT on behalf of the VENDOR warrant that:

A. the VENDOR is duly organized and existing under the appropriate State laws;

B. they are duly authorized to execute this AGREEMENT on behalf of the VENDOR;

C. by so executing this AGREEMENT, the VENDOR is formally bound to the provisions of this AGREEMENT; and

D. entering into this AGREEMENT does not violate any provision of any other AGREEMENT to which the VENDOR is bound.

**XXVIII. INTEGRATION; AMENDMENT**

This AGREEMENT represents the entire understanding of AUTHORITY and VENDOR as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this AGREEMENT. The AGREEMENT may not be modified or altered except in writing signed by both parties.

**IN WITNESS WHEREOF**, the parties hereto have caused this AGREEMENT to be executed the day and year last written below:

**AUTHORITY:**

Integrated Waste Management Authority, a California Joint Powers Authority

Signed: \_\_\_\_\_

Name:  
Title:

Dated: \_\_\_\_\_

Address for giving notice (See Section XVII):  
[Address]

**APPROVED AS TO FORM:**

Signed: \_\_\_\_\_

Name:  
Title: Legal Counsel

**VENDOR:**

[NAME]

Signed: \_\_\_\_\_

Name:  
Title:

Dated: \_\_\_\_\_

Address for giving notice (See Section XVII):  
[Address]

Email address for official communications:  
[Email]

Vendor Representative(s) (See Section VIII):  
Name/Title: \_\_\_\_\_

**TO:** San Luis Obispo County Integrated Waste Management Authority  
**FROM:** Peter Cron, Executive Director  
**RE:** Amend the 2024 Board of Directors Meeting Calendar - Cancel the October 9, 2024 IWMA Board Meeting

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**BACKGROUND:**

N/A

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**RECOMMENDATION:**

Recommendation: Amend the 2024 IWMA Board Meeting Calendar to cancel the October 9, 2024, IWMA Board of Directors Meeting.

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**FISCAL IMPACT:**

N/A

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**ATTACHMENTS:**

- A. Revised 2024 IWMA Calendar



# 2024

## IWMA BOARD & EXECUTIVE COMMITTEE MEETINGS

### January

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

### February

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

### March

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

### April

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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

### May

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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

### June

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23	24	25	26	27	28	29
30						

### July

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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

### August

S	M	T	W	T	F	S
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4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

### September

S	M	T	W	T	F	S
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

### October

S	M	T	W	T	F	S
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

### November

S	M	T	W	T	F	S
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3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

### December

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

BOARD OF DIRECTORS MEETINGS, 1:30 PM

EXECUTIVE COMMITTEE MEETINGS, 10:00 AM

HOLIDAYS OBSERVED