



COUNTY OF SAN BENITO

RESOURCE MANAGEMENT AGENCY
INTEGRATED WASTE MANAGEMENT

2301 Technology Parkway, Hollister, CA 95023

Request for Proposals, RFP No. IWM-2023-03

For

HOUSEHOLD HAZARDOUS WASTE SERVICES

RFP PUBLISH DATE:
October 6, 2023

RFP DUE DATE:
November 3, 2023, at 4:00 PM

CONTACT: Celina Stotler
San Benito County Integrated Waste Manager
831-801-0718
cstotler@cosb.us
www.cosb.us/iwm

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SECTION I. INTRODUCTION

The County of San Benito (County) is seeking proposals for the management, transportation and disposal of Household Hazardous Waste (HHW) collected at the permanent household hazardous waste collection facility (PHHWCF) located at the John Smith Road Class III Landfill (JSRL), 2650 John Smith Road, Hollister CA. John Smith Road Class III Landfill owned by San Benito County and privately Operated by Waste Connections. San Benito County Integrated Waste Management (SBCIWM) a Division of the Resource Management Agency administers recycling and waste reduction programs to meet CalRecycle waste mandates, protect public health and increase sustainability for its Regional Agency Members that include the Cities of Hollister and San Juan Bautista and the County of San Benito. SBCIWM coordinates comprehensive and cost-effective programs, including programs for HHW collection, transportation and disposal.

The selected Contractor(s) will be responsible for providing monthly event management, transportation and disposal or reclamation services for recyclable and non-reusable hazardous material. The County offers free monthly HHW events that are held every third Saturday of the month at John Smith Road Landfill for residents to safely dispose of their hazardous waste. The monthly event is open to the public from 9 a.m. to 12 p.m. Average monthly resident attendance is 78. Small quantity generator drop off for businesses by appointment only prior to start of HHW event. The Contractor will schedule any needed shipments with the approval of the County. Current contract is managed and staffed by Clean Earth Environmental Solutions, Inc and is set to expire on December 31, 2023.

Appendix A includes a copy of the California Department of Resources Recycling and Recovery (CalRecycle) Form 303 for the past fiscal year illustrating the types and quantities of materials collected at the facility in greater detail.

It is the intent of the County to engage with one or more Contractors to provide professional services as described herein for a term of three (3) years with up to two one-year extensions, for a maximum of five years, unless terminated by either party.

All Proposers must:

1. Have no record of unsatisfactory performance. Proposers who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Proposer, shall be presumed unable to meet this requirement.
2. Have a minimum of three (3) continuous years of experience in having provided HHW management services to similar size governmental agencies.
3. Must be currently licensed to do business in California, which will be validated by Proposer providing copies of all licenses and/or certifications that Proposer maintains with the proposal. Minimum certification and license requirements include but are not limited to: Department of Transportation license and permit authorizing the transportation of hazardous waste and materials; and a certification letter from the Secretary of State authorizing the transportation of hazardous waste and materials.

San Benito County is a political subdivision of the State of California and is governed by a five-member Board of Supervisors. Administrative offices are located at 481 4th Street Hollister, CA 95023. San Benito County is located in the Central Coast Region, 95 miles south of San Francisco. Contiguous counties include Santa Clara, Santa Cruz, Monterey, Fresno and Merced. Land area is 1,396 square miles. Terrain varies from flat valley floor to hilly rangeland in the east, to 5,450-foot peaks far south. The City of Hollister where the County seat is located is at an elevation of 229 feet. The north and northwest segments of the County are comprised of urban areas, leaving the

southern portion of the County primarily rural. Major transportation routes bisecting the County include Highways 101, 129, 156 and 25. The current population of San Benito County is approximately 67,579 inclusively. The County has two incorporated cities – Hollister, population 44,218, and San Juan Bautista, population 2,250.

SECTION 2. INSTRUCTIONS TO RESPONDENTS

2.1 Preparation of Proposal

Respondents shall submit a completed proposal with appropriate attachments or explanatory materials. All attachments shall be identified with the Respondent’s name, RFP number and page number. No oral, telegraph, telephone, facsimile, or photocopies will be accepted. Proposals must be completed in typewritten or word-processed.

2.2 RFP Documents

The following, in addition to this RFP, constitute the RFP documents:

- Exhibit “A” – Prospective Respondent Fact Sheet
- Exhibit “B” – Customer References
- Exhibit “C” – Designation of Subcontractors
- Exhibit “D” – Non-Collusion Declaration
- Exhibit “E” – Insurance Information
- Exhibit “F” – Living Wage Compliance Statement
- Exhibit “G” – Conflict of Interest
- Exhibit “H” – Permanent Collection Center Fee Schedule
- Exhibit “I” – Temporary Collection Events Fee Schedule
- Exhibit “J” – Procedure for Temporary Collection Events
- Exhibit “K” – Waste Transportation and Treatment Methods

2.3 RFP Tentative Process Schedule

The following is an anticipated RFP and engagement schedule. The County may change the estimated dates and process as deemed necessary.

The proposed schedule for the submittal reviews and notification is as follows:

Activity	Date
Advertise RFP – Free Lance	October 6, 2023
Release RFP	October 6, 2023
Mandatory Pre-Submittal Meeting/ On-Site Inspection	By Appointment Only
Deadline for Written Questions	October 20, 2023
Deadline for Submittals	November 3, 2023
Board Approval and Notify Contractors	TBD

2.4 Submission of Proposals

It is the responsibility of the Proposer to ensure that the proposal is received by Integrated Waste Management on or before the date and time specified above. Late proposals will not be considered. Postmarks and facsimiles are not acceptable. Proposals received after the deadline will be deemed non-responsive and returned unopened.

All responses shall provide one (1) password protected electronic copy of the proposal and sent through email. (1) password protected electronic copy of the proposal provided by USB and sent through U.S. Mail. All costs incurred in the

preparation of a proposal responding to this RFP will be the responsibility of the Respondent and will not be reimbursed by San Benito County.

“RFP No.: IWM-2023-03, HOUSEHOLD HAZARDOUS WASTE SERVICES

and, addressed to: Celina Stotler, IWM Manager
By E-Mail at: cstotler@cosb.us

Resource Management Agency
2301 Technology Parkway
Hollister, CA 95023

2.5 Point of Contact for Inquiries

Should any discrepancies or omissions be found in the RFP specifications/requirements, or doubt as to their meaning, the respondent shall submit all questions in writing on or before the time and date specified in proposal submittal instructions to the IWM Manager, who may be reached by email at cstotler@cosb.us or by phone at (831) 801-0718. No other individual has the authority to respond to any questions submitted unless specifically authorized by Steve Loupe, Public Works Administrator or Celina Stotler, IWM Manager. The County shall not be held responsible for oral interpretations. Failure to adhere to this process may disqualify the Respondent. Questions will be researched, and the answers will be communicated to all known interested parties after the deadline for written questions.

2.6 Mandatory On-Site Appraisal

The County will be conducting onsite appraisal meetings by appointment only:

To request a meeting, please contact the County IWM Manager, Celina Stotler who may be reached by email at cstotler@cosb.us or by phone at (831) 801-0718.

2.7 Proposal Content

The County of San Benito requires a concise proposal that clearly incorporates the following requirements as outlined within the Request for Proposals.

- a. Cover Letter- Respondent shall provide a cover letter signed by the team representative authorized to sign contracts stating interest and ability to perform the work. Include a statement specifying compliance with specifications, requirements, and the terms and conditions of this RFP.
 - If Respondent is not able to comply with the specified requirements in this RFP, provide a detailed explanation giving reference to all deviations.
- b. Table of Contents - A comprehensive table of contents of the material, including page numbers, should be included in the beginning of the proposal.
- c. Experience and Services - Provide an overview describing company background, years in business, previous experience and expertise as an established firm conducting business of the nature specified in this RFP. Including experience of support staff (must be bonded and uniformed) that would be assigned to the contract.

- Permit: Respondent must possess and provide a copy of license or permit to do business in the State of California and the County of San Benito.
 - Other Information: Any other information the Respondent deems appropriate should be included in this section.
- d. Service Understanding/Scope of work – Provide a detailed description of the approach and methodology to be used to accomplish the “Scope of Work” described in Section 3. The methodology section should include:
- i. An implementation plan that describes the methods by which proposer initiates, manages and timely completes projects of the type sought by this RFP;
 - ii. Detailed description of efforts proposer will undertake to achieve client satisfaction and to meet the requirements of the "Scope of Work" section.
 - iii. Overall timeline for each task.
 - iv. Detailed description of specific tasks proposer will require from County staff. Explain what the respective roles of County staff and your staff would be to complete the tasks specified in the Scope of Work.
- e. Client References: The Respondent shall submit a minimum of three (3) references for similar work performed within the State of California. Contact names. Organization name. address, phone number and email address shall be provided along with a brief project description and scope of work for each reference. See Exhibit “B” – Customer References with RFP.
- f. Fee Schedule: The Respondent shall submit a breakdown of all cost and charges and any additional hourly rates. See Exhibit “G” – Fee Schedule

2.8 On Site Inspection

On site inspection of Respondent’s facilities may be performed by the County and an evaluation committee to ascertain that facilities and equipment are in accordance with the requirements and intentions of the specifications.

2.9 Multiple Bids

Only one Proposal will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one RFP.

2.10 Non-Collusion Declaration

Respondent shall execute a Non-Collusion Declaration on the form furnished by the County. Exhibit “D” is attached to the RFP.

2.11 Cost of Service

The County reserves the right to negotiate the proposed cost with the Respondent prior to contract signing. Agreed to costs and cash discounts are to be firm through the end of the contract term. Upon renewal, rates may be adjusted by mutual agreement. Any subsequent cost increase will be no more than the change in the Consumer Price Index for the San Francisco, Oakland and San Jose, CA area for the twelve (12) months preceding the agreement’s expiration date, plus the annual Living Wage increase. However, in the case of an announced cost decrease, such decrease shall be passed on to the County.

2.12 Reservations

The County reserves the right to do the following at any time and for its own convenience, at its sole discretion:

- To reject any and all RFPs, without indicating any reasons for such rejection
- Waive or correct any minor or inadvertent defect, irregularity, or technical error in any RFP or procedure, as part of the RFP or any subsequent negotiation process
- Terminate this RFP and issue a new RFP anytime thereafter
- Procure any materials or services specified in the RFP by other means
- Extend any or all deadlines specified in the RFP, including deadlines for accepting RFPs by issuance of an Addendum at any time prior to the deadline for receipt of responses to the RFP
- Disqualify any Respondent based on any real or perceived conflict of interest or evidence of collusion that is disclosed by the RFP or other data available to the County. Such disqualification is at the sole discretion of the County
- Reject the RFP of any Respondent that is in breach of or in default under any other agreement with the County
- Reject any Respondent deemed by the County to be non-responsive, unreliable, unqualified, or non-responsible

2.13 Notification of Withdrawals of RFPs

Proposals may be modified or withdrawn prior to the date and time specified for RFP submission by an authorized representative of the respondent or by formal written notice. All proposals not withdrawn prior to the response due date will become the property of the County of San Benito.

2.14 Pre-Award Conference

San Benito County may, at its discretion, request presentations by or meetings with any or all Respondents to clarify specifications or negotiate modifications to the Respondents' proposals. Reasonable advance notice will be provided to select Respondents, not all Respondents submitting a proposal may be asked to participate in oral presentations.

2.15 Addenda

No one is authorized to amend any of these documents in any respect by an oral statement or to make any representation or interpretation in conflict with their provisions. Any changes to these documents will be issued in writing via Addenda by the County and will become part of the RFP.

If/when necessary, a written addendum will be faxed or emailed or mailed to all prospective respondents.

All addendums must be acknowledged in the "Official RFP Form", see section 6.

2.16 Notice of Award

It is expected that a decision about selection of contractor will be made within two (2) months of the closing date from the receipt of proposals. Upon conclusion of final negotiations with the successful contractor, all Respondents submitting proposals in response to this Request for Proposals will be informed, in writing, of the name of the successful Consulting Firm.

2.17 Execution of Agreement

Upon successful reference checks, evaluations and receipt of all required documents, the agreement must be executed by both parties.

2.18 Contractor Responsibility and Performance

The County will consider the Contractor to be the sole point of contact with regards to all contractual matters.

Contractor shall provide the services of one (1) or more qualified contract manager(s) responsible for assuring that the services provided under the Contract are satisfactory. It is desirable that the Contractor have local representation to provide onsite consultation/problem resolution if required.

2.19 Proprietary Information

All proposals received to this RFP become exclusive property of RMA with the County of San Benito and become a matter of public record and shall be regarded as public records. Any proprietary information must be clearly marked as such and submitted in a separate sealed envelope and referenced only within the body of the response. RMA shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as "Confidential", "Trade Secrete", or "Proprietary" or if disclosure is required under the Public Records Act.

SECTION 3. STATEMENT OF WORK

3.1 Introduction and Background

The County of San Benito is seeking Proposals from qualified hazardous waste management firms to collect, package, treat, store, transport, and properly dispose of recyclable and non-reusable Household Hazardous Waste (HHW) and Very Small Quantity Generators of Hazardous Waste for the San Benito County Integrated Waste Management Regional Agency

Permanent Household Hazardous Waste Collection Facility located at the John Smith Road Landfill

Four one-day annual HHW collection events held within the County of San Benito

Based on the results of this solicitation, the County of San Benito may choose to use more than one hazardous waste management firm to serve its needs. The base contract will be for three (3) years, beginning on the date of approval by the County Board of Supervisors through January 31, 2027. The contract will also include renewal provisions for one (1) two-year extension, at the sole discretion of the County of San Benito. Interested firms are invited to submit proposals for the work in accordance with the requirements outlined below.

3.2 Scope of Work

The following tasks described herein are the minimum requirements for the quantity and quality of work to be performed necessary to meet the County's objectives and provides a general guidance to the service provider as to the anticipated scope of work. The County reserves the right to modify or delete through negotiation and/or by written addendum issued by the County and will become a part of any contract or agreement between the County and the selected Proposer. At a minimum, the following services will be included in the Proposer's Proposed Fee. The Contractor may propose to expand on the scope by incorporating their expertise, experience, and proposed method of approach. These services include but are not limited as detailed below. Any items to be purchased shall meet or exceed the required specifications. Work to be performed shall meet the requirements and regulations set forth by the State of California Division of Occupational Safety and Health.

Except where specified to the contrary herein, all services shall be supplied with the equipment and accessories indicated in standards for said work. No advantage shall be taken by the bidder in omitting any unspecified minor article that goes into making the maintenance and services complete.

Standards/Services to Provide

The County is inviting qualified Contractors to provide comprehensive hazardous waste management services that strictly adhere to all relevant Federal, State, and local laws, regulations, and directives, including but not limited to the Resource Conservation and Recovery Act, OSHA, and guidelines from entities like the US Environmental Protection Agency, US Department of Transportation, State Department of Toxic Substances Control, and the California Highway Patrol.

Contractor shall provide a detailed method to complete the work based on their understating of the required services as it pertains to the project needs and requirements described herein. The general scope of services outlined below is provided only as a guide in this RFP. Contractors should provide a detailed scope of services in their submitted work proposal as

necessary to reflect the method and procedure in which they intend to provide the required professional services, consistent with the general scope of services.

Required Services:

1. **Servicing the PHHWCF:** The Contractor is responsible for day-of-event management and various tasks at the hazardous waste facility, including categorization, loading, treating, storage, transportation, recycling, and disposal of collected materials. This entails providing equipment, machinery, tools, labor, and adhering to waste stream approval, shipping document preparation, quality assurance analysis, and comprehensive reporting in line with applicable laws to perform the necessary work. The Contractor must submit completed inventories and manifests for final waste disposal prior to invoice payment. The facility requires monthly servicing by the Contractor to include additional days per year as requested by the County.
2. **Equipment and Supplies:** The Contractor shall order and supply necessary packing and handling supplies to the facility as detailed in the RFP Documents Exhibits H and I – Fee Schedule.
3. **Temporary Collection Events:** The Contractor is responsible for providing services for four one-day collection events per year, scheduled on specific weekends and locations within the County at the discretion of the County.
4. **The Contractor's responsibilities include:**
 - a. Perform set up and take down of hazardous waste collection area and event participant check-in area.
 - b. Greeting Participants
 - c. Instructing participants to remain in their vehicles at all times.
 - d. Unloading waste from participants' vehicles and maintain safe traffic management.
 - e. Identifying and segregating hazardous, non-hazardous, and recyclable materials.
 - f. Scanning materials for any potential unacceptable hazardous waste.
 - g. Identifying possible unknown and unlabeled wastes.
 - h. Track data as requested by the County.
 - i. Efficiently packaging all hazardous wastes, including household electronics, in accordance with Department of Transportation requirements and other Federal, State, and local regulations, and minimizing, to the extent possible, the total number of drums or other containers used
 - j. Transporting waste to an appropriate Treatment, Storage, and Disposal Facility (TSDF).

In addition, Contractor shall supply all necessary equipment, materials, and supplies (e.g. drums, debris boxes, absorbent material, safety equipment, signage, labels, appropriate shipping papers, etc.) necessary to perform the services required. All packaging, equipment, and vehicles shall meet applicable requirements of Federal, State, and local laws and regulations.
 - k. The Contractor shall provide an adequate number of qualified personnel capable of collecting, sorting, inspecting, identifying, packaging, labeling, transporting, disposing, and documenting the various hazardous waste materials collected during the events. The Contractor shall use qualified staff trained in spill response, general health and

safety, and emergency procedures to collect, sort, identify, package, manifest, and arrange for the transport, treatment, recycling, incineration and/or disposal of collected wastes. Contractor personnel shall be capable of emergency response and clean-up of hazardous spills. The Contractor shall ensure all personnel who handle any HHW or CESQG waste are qualified under all applicable personnel training requirements, including without limitation those specified in Title 8 of the California Code of Regulations (CCR) Section 5192, and those set forth in 29 Code of Federal Regulation (CFR) 1910.120 of the Occupational Safety and Health Administration (OSHA). Training shall also include, but not be limited to, the use of personal protective safety equipment, emergency response equipment and procedures, spill response, general health and safety, on-site traffic control, as well as emergency procedures to collect, sort and identify toxic packaging, and the ability to manifest, transport and arrange for the treatment and/or disposal of incoming wastes, as required under applicable state and federal laws and regulations. Anyone designated to operate forklifts shall be trained and certified as required under state and federal law. Contractor staff shall always carry proof of training/certification on their person while operating a forklift. Only personnel adequately trained in accordance with applicable laws and regulations will be allowed in the hazardous waste handling areas. During the collection events, the Contractor shall be responsible for having appropriate emergency personnel and equipment onsite.

The Contractor shall provide the County copies of all certification for all its trained personnel who will be on site. The following documents and records shall be maintained on site at PHHWCF.

- i. The job title for each position related to hazardous waste management, and the name of the employee filling each job.
- ii. A written job description for each position related to hazardous waste management, including the requisite skill, education or other qualifications and duties of employees assigned to each classification.
- iii. A written description of the type and amount of both introductory and continuing training that will be given to each person filling each of these classifications; and Records that document the training requirements have been met and completed by Contractor staff.
- iv. The Contractor shall utilize, at a minimum, the number of personnel indicated in the Contract or unless the County IWM Manager is notified and agrees with personnel adjustments.

12. The contractor shall at a minimum train its supervisors and any of its personnel transporting hazardous waste to conform with DOT hazardous materials transportation regulations (HM-126F & HM-181), and 40 CFR Parts 260 – 265 and 271. The Contractor shall have copies of OSHA certification for all of its trained personnel on site.

13. The Contractor will provide personnel to verify participant residency, conduct surveys and perform traffic control. Contractor is also responsible for providing all documentation required by local, State and Federal law associated with the handling of the waste materials, including Uniform Hazardous Waste Manifests, Straight Bills of Lading, CalRecycle Form 303s, and waste management summaries including the number of participants serviced and how waste was managed in the following categories: recycled, destructive incineration, fuel incineration, reused, landfilled, and stewardship. The County will not be responsible for payment of additional costs due to manifest errors. The Contractor will be required to prepare an Operations Plan that meets the requirements of Title 22, Division 4.5, Chapter 45, Section 67450.4 and will include at least the following:

- Health and Safety Plan
- Emergency Response Plan

- Contingency Plan
- Site Layout and Set-Up Plan
- Traffic Flow Plan
- Proposed Signage

14. The Contractor will provide the County two printed copies and an electronic copy of the Plan 45 days prior to the initial collection event of the contract start date and work with the County thereafter annually to update. The Contractor and County will annually perform a joint inspection of the collection area prior to the initial event in order to note any irregularities or areas of concern within the facility. The Contractor is responsible for all site clean-up after the close of the event. All labpacked/bulked HHW shall be removed from the HHW collection site on the same day of the collection event.

15. Training: The Contractor will provide training as needed to review all of the above information and to prepare the facility workers for the changes in waste packaging, and sorting. The Contractor will ensure all facility workers will be properly trained and certified to complete all on-site work and contractor will provide proof of training certification when requested by the County. The Contractor will provide one day (8 hours) of HAZWOPER general site worker annual refresher training not to exceed twelve (12) County attendees to be provided by First on Compliance (P.O. Box 1174, Los Banos, CA 93635) or by a recommended trainer approved by the County.

Non-Routine HHW and Special Services

When directed by County IWM Manager, services regarding collection, transportation and disposal of non-routine hazardous waste items may be needed. A cost proposal to the County IWM Manager shall be submitted prior to commencing work. Depending on the cost proposal, County may require additional cost estimates from different vendors which will provide the County with competitive rates and reserves the ability to award work outside of this contract when it is in the County's best interest. Contractor shall proceed only after receiving County written Notice to Proceed (NTP). Within one week after the work is performed, Contractor shall submit a written report to the County IWM Manager, which includes completed inventories and manifests for final waste disposal before invoice payment. Contractor will develop the reporting template and coordinate with County on other reporting needs.

3.3 Service Parameters

A. Rejected Waste Types

As defined in the current Permit By Rules (PBRs), it is the County's policy to accept all household hazardous wastes with the exception of controlled substances, gas tanks (other than propane), and radioactive, biohazardous and explosive waste including ammunition. The Contractor should discuss procedures and criteria for accepting/rejecting wastes and specifically identify wastes which will not be accepted and reason for refusal.

B. Waste Management Specifications

In an effort to reduce program costs and the amount of hazardous waste being landfilled, the County encourages submittal of responses that prioritize source reduction, recycling, and treatment over landfilling as the preferred methods for handling the hazardous waste. Environmentally-sound incineration and hazardous waste landfill disposal are considered the least desirable disposal options. At the PHHWCF, the County reserves the right to recycle, process and minimize, and consolidate as much waste as is possible prior to shipment for final

disposal. The Contractor will provide the County with Waste Treatment/Disposal Methods for the recommended handling of each material category.

C. Permits

The County shall secure, with the assistance of Contractor, all necessary permits or documents and carry out any necessary interaction with the California Environmental Protection Agency's (EPA's) Department of Toxic Substances Control required for permitting of temporary HHW collection facilities and/or sites.

D. Reporting Requirements

- (1) The County shall assist the Contractor in the manifesting of the waste to be collected and transported. The Contractor will ensure that all manifests comply with requirements of the California EPA, US Department of Transportation, US EPA, and permitted disposal facilities receiving the waste. The Contractor agrees to sign all manifests prior to shipment on behalf of the County.
- (2) The Contractor is required to provide all profiles required for each waste stream.
- (3) The Contractor or subcontractor is required to provide proof of proper disposal, recycling, or treatment of waste. (Certificates of Destruction are not required).
- (4) The Contractor is required to provide information complete the Annual CalRecycle Form 303s for each program on behalf of the County.
- (5) The Contractor is required to submit a detailed invoice summarizing each load collected. The invoice shall include drum number, size, and type of waste for each manifest and/or bill of lading utilized.

E. Waste Transportation

The Contractor shall describe how wastes will be transported. Information should include the transportation company, ownership status, etc. In addition, the Contractor shall provide a copy of the waste hauler registration with this proposal. It is the responsibility of the Contractor to provide proper placarding and assure vehicle weight limits are adhered to during the transportation of all wastes hauled for the County.

SECTION 4. EVALUATION CRITERIA

- 4.1 A Technical Evaluation Committee (TEC), which may be made up of staff from San Benito County and other agencies, will review the SOQ's submitted. The TEC will then develop a list of finalists based on the provided review criteria, interview the finalist firms, and determine the successful Proposer. The names of the TEC will not be made public or otherwise revealed prior to the interviews. The individual or composite rating and evaluations forms prepared by TEC members will not be revealed.
- 4.2 Nonresponsive Proposals: Proposals may be judged nonresponsive and removed from further consideration if any of the following occur:
- The proposal is not received in a timely manner in accordance with the terms of this RFP.
 - The proposal does not follow the specified format.
 - The proposal is not adequate to form a judgment by the reviewers that the proposed undertaking would comply with the State of California's requirements and regulations pertaining to inspection services, code enforcement, and permit processing.
- 4.3 Responsive Proposal: The County shall use the information provided by the Respondent in response to the information requested in Proposal Content, along with technical qualifications to determine if the Respondent is responsive.
- 4.4 Review Process: In compliance with Uniform Guidance 2 CFR Part 200.319 – Competition, San Benito County has conducted this procurement in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference.
- 4.5 Process of Award: San Benito County reserves the right to make an award without further discussion of the proposals submitted. Therefore, proposals should be submitted initially on the most favorable terms, from both technical and price standpoints, that the Respondent can propose.
- 4.6 Proposal Consideration: San Benito County contemplates award of the contract to the responsible Respondent which best meet the needs of this project.

<u>CONTRACTOR/FIRM NAME:</u>		
Criteria	Max Points	Rating
Understanding of the work to be done	25	
Experience with similar kinds of work	20	
Quality of staff for work to be done	15	
Capability of developing innovative or advanced techniques	10	
Familiarity with state and federal procedures	10	
Financial responsibility	10	
Demonstrated Technical Ability	10	
Total	100	

SECTION 5. STANDARD TERMS AND CONDITIONS

The following provisions are expected to form the basis for the contract between the County and the successful Contractor(s).

5.1 Term of Contract

The term of this contract shall be for three (3) years unless terminated by either party. With up to two one-year extensions, for a maximum of five years.

5.2 Purpose of Contract

The purpose of the Contract is to establish the terms and conditions under which the Contractor shall provide consulting services to the County of San Benito.

5.3 Changes

After award, no changes or additional service charges shall be made or imposed during the life of the Contract, nor will bills for changes or extra charges, modifications or deviations be recognized or paid for except upon written order from the County of San Benito Resource Management Agency, in advance of any additional work.

5.4 License and Permits

Contractor's employees shall possess all licenses, registrations and permits required by the State of California, Bureau of Security and Investigative Services and the County of San Benito Sheriff's Department. Such licenses and permits are to be presented to the County prior to the contract signing and for the appointed guard before reporting to duty at the County.

The Contractor shall also maintain all other business and professional licenses that may be required by Federal, State and local codes.

5.5 Compliance with Laws

Contractor shall, during the term of the Contract, comply with all applicable federal, state and local rules, regulations and laws.

5.6 Termination

The County reserves the right to terminate the Contract, in whole or in part, at any time, for any reason, without penalty. County shall give Contractor thirty (30) days written notification prior to the effective date of termination. The Contractor may terminate this agreement with a thirty (30) days written notification stating the reason for cancellation and mailed to the Resource Management Agency, 2301 Technology Parkway, Hollister, CA 95023.

5.7 Assignment

Contractor shall not assign the Contract, or any interest herein, without the written consent of the County, and then only to a person or persons approved by the County on such terms and conditions as County may require.

5.8 Inclusion of Documents

This RFP, all addenda, and the submittal in response to this RFP will be required to be incorporated as part of any final Contract.

5.9 Payment Terms

Invoices are to be sent to the individual department contact and will be processed upon receipt for payment.

5.10 Price Guarantee

The County expects the cost to remain the same during the length of the contract. The County will not recognize change orders unless approved by the authorized representative of the Resource Management Agency in advance of the commencement of the additional work.

5.11 Invoicing

Contractor shall itemize all applicable service and labor charges. Each invoice must clearly identify the following information:

- County Contract or Purchase Order Number
- Service location
- Time and date of service
- Signature of Department Contact, or designee

5.12 Price Decline

In the event of a price decline or if the Contractor contracts with another government entity for the same service at lower prices than offered herein, with other terms and conditions being equal, then supplier shall immediately extend those same lower prices to the County.

5.13 Force Majure

Contractor shall not be liable for any delays with respect to the Contract due to causes beyond its reasonable control, such as acts of God, epidemics, war, terrorism or riots.

5.14 Severability

Should any part of the Contract be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Contract which shall continue in full force and effect; provided that the remainder of the Contract can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

5.15 Controlling Law

The Contract shall be governed and construed in accordance with the laws of the State of California and proper venue for legal action regarding the Contract shall be the County of San Benito.

5.16 Amendment

Amendment to or modification of the terms and conditions of the Contract shall be effective only upon the mutual consent in writing by the parties hereto.

5.17 Indemnity and Insurance Requirements

Certificates of Insurance for Liability, Automobile, and Worker's Compensation must be provided to the County of San Benito before contract is signed and must remain in effect throughout the entire term of the Contract; reference Exhibit "E".

The County reserves the right to withhold payments to Contractor or cancel contract in the event of non-compliance with the insurance requirements outlined above.

5.18 Living Wage

Contractor must complete the exhibit in regard to living wage statement for employees.

Complete and return Exhibit "F" with RFP.

5.19 Default

A. The County may, subject to the provisions of Paragraph 2, below, by written notice of default to the Contractor, terminate the whole or any part of a contract in any one of the following circumstances:

- a. If the contractor fails to make delivery of the supplies or to perform within the time specified herein or promised, or any extension thereof; or
- b. If the contractor fails to perform any of the other provisions of this contract.

B. In the event the County terminates a contract in whole or in part, as provided in Paragraph (a), of this clause, the County may procure, upon such terms and in such manner as may deem appropriate, supplies, services or work similar to those so terminated, and the contractor shall be liable to the County for any excess costs for such similar supplies, services or work; PROVIDED, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. The contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault and negligence of the contractor.

5.20 Equal Employment Opportunity

During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

- A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship),

employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employees fifteen (15) or more employees, the following requirements shall apply:

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR'S solicitation of goods and services, Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.

(3) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B. To be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

5.21 Independent Contractor Status

CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

Principal Test: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

Secondary Factors: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall, there are significant secondary factors that indicate that CONTRACTOR is an independent contractor.

5.22 Non-assignment

CONTRACTOR shall not assign the Contract, or any interest herein, without the written consent of the COUNTY, and then only to a person or persons approved by the COUNTY on such terms and conditions as COUNTY may require.

5.23 Acknowledgement

CONTRACTOR shall acknowledge in all reports and literature that the San Benito County Board of Supervisors has provided funding to the CONTRACTOR.

5.24 Retention and Audit of Records

CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the San Benito County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

5.25 Presentation of Claims

Presentation and processing of any or all claims arising out of or related to any Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the San Benito County Code, which by this reference is incorporated herein.



COUNTY OF SAN BENITO

RESOURCE MANAGEMENT AGENCY

2301 Technology Parkway, Hollister, CA 95023

SECTION 6. OFFICIAL RFP FORM

The undersigned offers and agrees to furnish all work, materials, equipment or incidentals required to complete the services subject to this Request for the costs stated and in conformance with all plans, specifications, requirements, conditions and instructions. All hours are approximate and there is no guarantee that all hours will be met. No minimum or maximum hours apply to the resulting contract. The respondent is to consider the estimate number of hours as only a ball park figure based on prior history for the same services.

Have you complied with all specifications, requirements, terms and conditions of this Proposal?

Yes No

A "no" answer requires a detailed explanation giving reference to all deviations to be submitted on company letterhead in attachment form. All exceptions must reference the RFP paragraph and section number followed by an explanation

Is a Solid Waste Diversion Plan needed for these services?

Yes No

If you are the successful Respondent, will you extend costs quoted to the County of San Benito to other municipalities, districts or jurisdictions (political subdivisions)?

Yes No

If discounts quoted herein are offered to other political subdivisions, additional delivery charges if any, must be negotiated between that political subdivision and the Supplier.

I declare under penalty of perjury that I have not been a party with any other respondent to offer a fixed cost in conjunction with this Request for Qualification.

Executed in _____, California, on _____, 2023

NAME OF FIRM _____

NAME: _____ EMAIL: _____

ADDRESS: _____ CITY: _____ ZIP _____

TELEPHONE: _____ DATE: _____

ADDENDUM ACKNOWLEDGMENT:

The Respondent acknowledges receipt of the following Addenda:

Addendum # _____, dated _____
Signature _____ Date _____

Addendum # _____, dated _____
Signature _____ Date _____

Addendum # _____, dated _____
Signature _____ Date _____

SIGNATURE _____ TITLE _____

PRINTED NAME OF PERSON WHO'S SIGNATURE APPEARS

Complete the following Exhibit A including costs of services as shown. Please note any deviation from the hourly charge and indicate the number of hours needed to complete each task.

Exhibit "A"

Prospective Respondent Fact Sheet

Name of Contractor: _____

Contractor Tax ID#: |_|_|_| - |_|_|_|_|_|_|_|_|_| *
 _____Contractor's License #: _____ Type: _____
 (as applicable)

Contractor Does Business As:

___ Individual ___ Partnership ___ Corporation ___ Government ___ Fiduciary ___ Other

Contractor is a: ___ Resident ___ Non-Resident of California

- 1) Is your firm authorized to do business in the State of California? Yes No
- 2) Is your firm a State of California registered small business? Yes No
- 3) Is this a disabled owned business? Yes No
- 4) Is this a woman owned business? Yes No
- 5) Is this a minority owned business? Yes No
- 6) Has your firm been certified as a minority firm by any public agency? Yes No

If yes, name of agency: _____

Name of certifying officer: _____ Phone # _____

7) Local Business Yes No

8) This firm has been in continuous business under the present name for ___ years

9) Annual sales volume: _____ 10) Net worth of business: _____

NOTE: Please reference Standard Definitions on the following page.

* A completed W9 Taxpayer form will be required from an awarded Contractor not on the County's vendor list.

Exhibit "B"

Customer References

List and submit with this RFP a minimum of three (3) customer references, two (2) of which should be in the San Benito County Area, for whom you have furnished similar product.

1. Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Email: _____

Brief Project Description: _____

Scope of Work: _____

2. Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Email: _____

Brief Project Description: _____

Scope of Work: _____

3. Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Email: _____

Brief Project Description: _____

Scope of Work: _____

EXHIBIT "C"

DESIGNATION OF SUBCONTRACTORS

Respondent shall complete the form below for each Subcontractor. A Subcontractor is one who: (1) performs Work or labor; or (2) provides a service to the Respondent. If there are no subcontractors, please state "NONE".

SUBCONTRACTORS		
NAME	LOCATION OF BUSINESS	WORK

SIGNATURE BLOCK	
Respondent Signature: _____	Date: _____
Respondent's Name & Title (Print): _____	

EXHIBIT "E"
INSURANCE REQUIREMENTS

Indemnity

In conjunction with work performed at County site, the Contractor shall exonerate, indemnify, defend, and hold harmless COUNTY (which shall include, without limitation, its officers, agents, employees and volunteers) from and against:

1. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Contract, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons. In addition, the Contractor shall hold the County of San Benito its officers, agents, and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with the contract or purchase order.
2. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, Social Security and payroll tax withholding).

Insurance

CONTRACTOR, at its sole cost and expense, for the full term of this Contract (and extensions thereof), shall obtain and maintain at minimum all of the following insurance coverage. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

1. Types of Insurance and Minimum Limits
 - a) Worker's Compensation and Employer's Liability Insurance in conformance with the laws of the State of California.
 - b) CONTRACTOR'S vehicles used in the performance of this Contract, including owned, non-owned (e.g. owned by CONTRACTOR'S employees), leased or hired vehicles, shall each be covered with Automobile Liability Insurance in the minimum amount of \$500,000.00 combined single limit per accident for bodily injury and property damage.
 - c) CONTRACTOR shall obtain and maintain Comprehensive General Liability Insurance coverage in the minimum amount of \$1,000,000.00 combined single limit, including bodily injury, personal injury, and property damage. Such insurance coverage shall include, without limitation:
 - (i) Contractual liability coverage adequate to meet the CONTRACTOR'S indemnification obligations under this Request;

- (ii) Full Personal Injury coverage;
 - (iii) Broad form Property Damage coverage, and
 - (iv) A cross-liability clause in favor of COUNTY.
- 2. Other Insurance Provisions
 - a) As to all insurance coverage required herein any deductible or self-insured retention exceeding \$5,000.00 shall be disclosed to and be subject to written approval by COUNTY.
 - b) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, CONTRACTOR shall maintain such insurance coverage for five years after expiration of the term (and any extensions) of this Contract.
 - c) All required Automobile Liability Insurance, Comprehensive or Commercial General Liability Insurance or Professional Liability Insurance shall contain the following endorsement as a part of each policy:
"The County of San Benito is hereby added as an additional insured as respects the operations of the named insured."
 - d) All the insurance required herein shall contain the following clause:
"It is agreed that these policies shall not be canceled, nor the coverage reduced until thirty (30) days after the COUNTY shall have received written notice of such cancellation or reduction. The notice shall be deemed effective the date delivered to the COUNTY as evidenced by properly validated return receipt. Such notice shall be sent to: County of San Benito, San Benito County Administration Office, 481 4th Street, San Benito, CA 95023".
 - e) Prospective CONTRACTOR agrees to provide COUNTY at or before the effective date of any award resulting from this Request for Proposal with a certificate of insurance of the coverage required.
 - f) All required insurance policies shall be endorsed to contain the following clause:
"This Insurance shall not be cancelled until after thirty (30) days prior written notice has been given to:

San Benito County Attn: IWM Manager
Resource Management Agency
2301 Technology Parkway
Hollister, CA. 95023

CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance requirements and provide COUNTY on or before the effective date of this contract Certificates of Insurance for all required coverage.

All respondents will be required to furnish, at time of submittal of Request for Proposals, proof of the insurances stated herein, which will be incorporated in the final contract with the Contractor selected.

If you do not currently carry the type/limit of insurance stated herein, please submit your Proposal with any differences clearly noted. Indicate if you would be able to obtain the proposed insurance and, if so, indicate the dollar amount, if any, that your Proposal would be increased due to the cost of this insurance. Finally please indicate any other

problems you or your insurance carriers may have with the proposed insurance requirements and why.

It is recommended that you provide a copy of the insurance requirements to your insurance broker(s) for review. Should either you or your broker have questions regarding any of these provisions, contact County Risk Management at 831-636-4000.

EXHIBIT "F"

**COUNTY OF SAN BENITO
LIVING WAGE COMPLIANCE STATEMENT**

COMPANY NAME:

Address: _____
Street City State Zip

Proposed Service: _____

1. Number of employees: _____ If five or less, please sign below and return.
2. Are your employees covered by a collective bargaining agreement? Yes: ___ No: ___

If yes, please indicate the name(s) of the union and/or bargaining unit and then sign and return:

3. Are your employees receiving a pay rate that meets or exceeds the Federal Living Wage requirements? Yes:___ No: ___
4. Are medical benefits provided to your employees? Yes:___ No: ___

If yes, enter the name and address of the plan or program below.

5. Number of compensated days off (sick leave, vacation, holidays) per year for full-time employees: _____
6. Will any subcontractors perform work on this contract? Yes: ___ No: ___

If yes, please complete and submit this form for each subcontractor working on this County Contract.

7. Please list any other contracts for services you currently have with the County:

Contract/PO#	\$ Amount
--------------	-----------

8. Within the last five years, have you had any notices of violations, corrective action notices, enforcement actions, or orders, warning notices, writings, or other forms of permit violation/noncompliance documentation with the National Employees Relations Board, the Occupational Safety and Health Agency, the California Labor Commission, the Equal Employment Opportunity Commission, and/or the Department of Fair Employment and Housing. Yes: ___ No: ___

If yes, attach a statement describing the findings of notices of violations, corrective action notices, enforcement actions, or orders, warning notices, writings, or other forms of permit violation/noncompliance documentation and how they were addressed. You

may be required to provide information regarding employee turnover, wages paid, benefits and employee grievances or complaints.

Do you agree to provide this information within 10 days of request? Yes: ___ No: ___

9. You may be required to provide certified payroll records 30 days after the contract commencement to include the following information for each of your employees: employee name, contact phone number, job classification, date of hire, employer benefit contribution, and hourly wage.

Do you agree to provide this information within 10 days of request? Yes: ___ No: ___

I certify, under penalty of perjury, that the above information is true and correct.

Name (please print)	Title	Phone Number	Fax Number
---------------------	-------	--------------	------------

Signature
Date

EXHIBIT "G"
CONFLICT OF INTEREST

CONFLICT OF INTEREST

- A. CONTRACTOR shall disclose any financial, business, or other relationship with the COUNTY that may have an impact upon the outcome of this contract, or any ensuing COUNTY construction project. CONTRACTOR shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing COUNTY construction project, which will follow.
- B. CONTRACTOR hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this CONTRACT.
- C. Any subcontract in excess of \$25,000 entered into as a result of this CONTRACT, shall contain all of the provisions of this Article.
- D. CONTRACTOR hereby certifies that neither CONTRACTOR, nor any firm affiliated with CONTRACTOR will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this CONTRACT. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. Except for subcontractors whose services are limited to providing surveying or materials testing information, no subcontractor who has provided design services in connection with this CONTRACT shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.
- F. CONTRACTOR hereby certifies that neither CONTRACTOR, its employees, nor any firm affiliated with CONTRACTOR providing services on this project prepared the Plans, Specifications, and Estimate for any construction project included within this CONTRACT. An affiliated firm is one, which is subject to the control of the same persons through joint- ownership, or otherwise.
- G. CONTRACTOR further certifies that neither CONTRACTOR, nor any firm affiliated with CONTRACTOR, will bid on any construction subcontracts included within the construction contract. Additionally, CONTRACTOR certifies that no person working under this CONTRACT is also employed by the construction contractor for any project included within this contract.
- H. Except for subcontractors whose services are limited to materials testing, no subcontractor who is providing service on this CONTRACT shall have provided services on the design of any project included within this contract.

EXHIBIT "H"
PERMANENT COLLECTION CENTER FEE SCHEDULE

The Respondent agrees to furnish all work, materials, equipment or incidentals which are subject to this RFP at the prices stated, and in conformance with all plans, specifications, requirements, conditions and instructions of COUNTY OF SAN BENITO Request for Proposal No. IWM-2023-03. The Proposal prices shall INCLUDE ALL COST AND CHARGES,

Standard Hourly Rate: _____ **Nonstandard Hourly Rate:** _____

Additional Services Rate
(after hour callouts, additional services, etc)

Additional Services if requested by the County, shall be performed at the rates indicated below:

Hourly Rate: _____ **Minimum Charge per trip:** _____

Guaranteed maximum response time to non-scheduled service calls will be _____ hours.

Delivery: All equipment will be delivered and fully operational within _____ calendar days after notice of award.

Permanent Collection Center/Solid Waste Facility Per Unit Waste Management Costs

If Proposer manages wastes other than those listed, please attach costs as a separate sheet.

Waste Material	Cubic Yard Box	55 Gallon Drum	30 Gallon Drum	5 Gallon Drum	Ave. Cost/lb.
Flammable Liquids/Solids					
Bulked flammable Liquids					
Oil-Base Paints - Loosepack					
Oil-Base Paints – Bulk					
Poisons (Excluding Aerosols)					
Fertilizers					
Corrosives for Incineration- Bulk					
Reactives and Explosives					
Isocyanates					
Inorganic Acids					
Organic Acids					
Inorganic Base					
Organic Base					
Neutral Oxidizers					
Organic Peroxides					
Oxidizing Acids					
Oxidizing Base					
Chromic Acid Solution					
PCB-Containing Paint					
PCB Ballasts for Reclaim					
Other PCB Wastes					
Corrosive Aerosols					
Flammable Aerosols					
Poison Aerosols					

Asbestos					
Antifreeze					
Car Batteries					
Lead Acid Batteries					
Lithium Batteries					
Fluorescent Bulbs/Compact					
Fluorescents					
Latex Paints - Loosepack					
Latex Paints - Bulk					
Motor Oil/Oil Products					
Oil Filters					
Mercury (Metallic/Mftd)					
Medical Waste					
Sharps					
Household Batteries - Recycled					
Household Batteries - Landfilled					
Liquid / Sludge Waste - Landfill					
Non-RCRA Solids					
Non-RCRA Liquids					
Photochemicals					
Rx (Medicines)					
Cathode Ray Tubes (CRTs)					
Consumer Electronic Devices					
Fire Extinguishers					
Smoke Detectors					
Propane Cylinders (<3gal Size)					
Propane Cylinders (>3gal Size)					

Permanent Collection Center Supplies

Listed below are supplies frequently needed at the PHHWCF. Please indicate the price per quantity for each material. A second column is provided if the material is offered at a second quantity that might better serve the program.

	Price per quantity	Additional price per quantity
Asbestos Bags, Roll		
Vermiculite		
55 Gallon Drum		
55 Gallon Drum Liners		
Visqueen – 8 mil		
Shrink Wrap		
Packing Tape		
Oil Sorb		

EXHIBIT "I"
TEMPORARY COLLECTION EVENTS FEE SCHEDULE

If your firm manages wastes other than those listed, please attach costs as a separate sheet.

Waste Material	Cubic Yard Box	55 Gallon Drum	30 Gallon Drum	5 Gallon Drum	Ave. Cost/lb.
Flammable Liquids/Solids					
Bulked flammable Liquids					
Oil-Base Paints - Loosepack					
Oil-Base Paints – Bulk					
Poisons (Excluding Aerosols)					
Fertilizers					
Corrosives for Incineration- Bulk					
Reactives and Explosives					
Isocyanates					
Inorganic Acids					
Organic Acids					
Inorganic Base					
Organic Base					
Neutral Oxidizers					
Organic Peroxides					
Oxidizing Acids					
Oxidizing Base					
Chromic Acid Solution					
PCB-Containing Paint					
PCB Ballasts for Reclaim					
Other PCB Wastes					
Corrosive Aerosols					
Flammable Aerosols					
Poison Aerosols					
Asbestos					
Antifreeze					
Car Batteries					
Lead Acid Batteries					
Lithium Batteries					
Fluorescent Bulbs/Compact Fluorescents					
Latex Paints - Loosepack					
Latex Paints - Bulk					
Motor Oil/Oil Products					
Oil Filters					
Mercury (Metallic/Mftd)					
Medical Waste					
Sharps					
Household Batteries - Recycled					
Household Batteries - Landfilled					
Liquid / Sludge Waste - Landfill					
Non-RCRA Solids					

Non-RCRA Liquids					
Photochemicals					
Rx (Medicines)					
Cathode Ray Tubes (CRTs)					
Consumer Electronic Devices					
Fire Extinguishers					
Smoke Detectors					
Propane Cylinders (<3gal Size)					
Propane Cylinders (>3gal Size)					

Temporary Collection Event Costs

Please include all other costs associated with the services required as listed under Section 3.2 Required Services: C. Temporary Collection Events of this RFP.

EXHIBIT "J"
PROCEDURE FOR TEMPORARY COLLECTION EVENTS

Provide a detailed description of how operations will be handled during the collection events, including but not limited to the responsibilities and tasks listed under 3.2 Required Services, Section C Temporary Collection Events.

EXHIBIT "K"
WASTE TRANSPORTATION AND TREATMENT METHODS

Waste Transportation

Contractor shall include a description of how wastes will be transported. Information shall include the transportation company, ownership status, etc. A copy of the waste hauler registration must be attached to this sheet.

Waste Treatment Methods

A description of how each waste material is managed must be indicated in the following table, as should the Treatment, Storage and Disposal Facility (TSDF) that will be used for each type of material collected. The disposal site shall be fully permitted and approved as a hazardous waste TSDF. For waste management methods, please use the following abbreviations:

DI = Destructive Incineration; FI = Fuel Incineration; L = Landfill; N = Neutralization/
Treatment; RC = Recycled; RU = Reused; S = Stabilization

If your firm manages wastes other than those listed, please add them to the table or attach a separate sheet to this form.

Waste Treatment Methods

Waste Material	DI	FI	L	N	RC	RU	S	TSDf
Flammable Liquids/Solids								
Bulked flammable Liquids								
Oil-Base Paints - Loosepack								
Oil-Base Paints – Bulk								
Poisons (Excluding Aerosols)								
Fertilizers								
Corrosives for Incineration- Bulk								
Reactives and Explosives								
Isocyanates								
Inorganic Acids								
Organic Acids								
Inorganic Base								
Organic Base								
Neutral Oxidizers								
Organic Peroxides								
Oxidizing Acids								
Oxidizing Base								
Chromic Acid Solution								
PCB-Containing Paint								
PCB Ballasts for Reclaim								
Other PCB Wastes								
Corrosive Aerosols								
Flammable Aerosols								
Poison Aerosols								
Asbestos								
Antifreeze								
Car Batteries								
Lead Acid Batteries								
Lithium Batteries								
Fluorescent Bulbs/Compact								
Fluorescents								
Latex Paints - Loosepack								
Latex Paints - Bulk								
Motor Oil/Oil Products								
Oil Filters								
Mercury (Metallic/Mftd)								
Medical Waste								
Sharps								
Household Batteries - Recycled								
Household Batteries - Landfilled								
Liquid / Sludge Waste - Landfill								
Non-RCRA Solids								
Non-RCRA Liquids								
Photochemicals								
Rx (Medicines)								
Cathode Ray Tubes (CRTs)								

Consumer Electronic Devices								
Fire Extinguishers								
Smoke Detectors								
Propane Cylinders (<3gal Size)								
Propane Cylinders (>3gal Size)								

EXHIBIT "L"

Contractors Comprehensive List of Additional Services

(Not listed in the Scope of RFP)

This exhibit will not be used to determine award of contract. Do not include pricing in this exhibit.

CONTRACT

The COUNTY OF SAN BENITO ("COUNTY") and _____ ("CONTRACTOR") enter this contract which shall be effective on the date stated in Paragraph 1.

1. Duration of Contract.

This contract shall commence on July 1, 2023, and end on June 30, 2026, unless sooner terminated as specified herein. Unless terminated, this contract shall automatically renew for two (2) successive one (1) year periods (July 1 – June 30) under the same terms and conditions unless either party, not less than thirty (30) days before the expiration of the contract, gives the other party written notice of intent that the agreement not be renewed.

2. Scope of Services.

CONTRACTOR, for COUNTY's benefit shall perform the services specified on Attachment A to this contract. Attachment A is made a part of this contract.

3. Compensation for Services.

In consideration for CONTRACTOR's performance, COUNTY shall pay compensation to CONTRACTOR according to the terms specified in Attachment B. Attachment B is made a part of this contract.

4. General Terms and Conditions.

The rights and duties of the parties to this contract are governed by the general terms and conditions mutually agreed to and listed in Attachment C. Attachment C is made a part of this contract.

5. Insurance Limits.

CONTRACTOR shall maintain the following insurance policy limits of coverage consistent with the further insurance requirements specified in Attachment C.

- (a) Comprehensive general liability insurance: \$1,000,000
- (b) Professional liability insurance: \$1,000,000.00
- (c) Comprehensive motor vehicle liability insurance: \$500,000.00

6. Termination.

The number of days of advance written notice required for termination of this contract is 30.

7. Specific Terms and Conditions (check one)

[] There are no additional provisions to this contract.

[] The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment D. Attachment D is made a part of this contract.

[] The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment E. Attachment E is made a part of this contract.

8. Information about Contract Administrators.

The following names, titles, addresses, and telephone numbers are the pertinent information for the respective contract administrators for the parties.

Contract Administrator for COUNTY:
CONTRACTOR:

Contract Administrator for

Name: _____

Name: _____

Title: _____

Title: _____

Address: 2301 Technology Parkway

Address: _____

Hollister, California 95023

Telephone No.: (831) 636-4110

Telephone No.: () _____

SIGNATURES

San Benito County Board of Supervisors:

Approved By Contractor:

Name: Mindy Sotelo

Name: _____

Title: Chair

Title: _____

Date: _____

Date: _____

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

By: Ekam Brar, Deputy County Counsel

Date: _____

**SAMPLE
ATTACHMENT A
Scope of Services**

CONTRACTOR, for the COUNTY'S benefit, shall provide the following Consulting services

- A. CONTRACTOR shall perform the following
- B. CONTRACTOR shall complete all of the work within 10 days of the COUNTY's issuance of the Notice to Proceed
- C. CONTRACTOR shall do all of the work and furnish all the materials, supplies, tools, equipment, labor and other services necessary to complete the project in good, workmanlike and substantial manner and to the COUNTY's satisfaction.

SAMPLE

**ATTACHMENT B
Payment Schedule**

B-1. BILLING

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (check one)

- One month in arrears.
- Upon the complete performance of the services specified in Attachment A.
- The basis specified in paragraph B-4.

B-2. PAYMENT

Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 of this contract, net thirty (30) days from the invoice date.

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (check one)

- a total lump sum payment of \$ _____, or
- a total sum not to exceed \$ _____,

for services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in this attachment, Attachment B.

B-4. SPECIAL COMPENSATION TERMS: (check one)

- There are no additional terms of compensation.
- The following specific terms of compensation shall apply: (Specify)

(Insert special terms here)

END OF ATTACHMENT B.

ATTACHMENT C
General Terms and Conditions

C-1. INDEMNIFICATION.

CONTRACTOR and COUNTY each agree to indemnify, defend and save harmless the other party and the other party's officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by the indemnitee in connection with such claims or losses. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.

C-2. GENERAL INSURANCE REQUIREMENTS.

Without limiting CONTRACTOR's duty to indemnify COUNTY, CONTRACTOR shall comply with the insurance coverage requirements set forth in the contract and in this attachment. Those insurance policies mandated by Paragraph C-3 shall satisfy the following requirements:

- (a) Each policy shall be issued by a company authorized by law to transact business in the State of California.
- (b) Each policy shall provide that COUNTY shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or nonrenewal thereof.
- (c) The comprehensive motor vehicle and comprehensive general liability policies shall each provide an endorsement naming the County of San Benito and its officers, agents and employees as additional insureds.
- (d) The required coverage shall be maintained in effect throughout the term of this contract.

CONTRACTOR shall require all subcontractors performing work under this contract to obtain substantially the identical insurance coverage required of CONTRACTOR pursuant to this agreement.

C-3. INSURANCE COVERAGE REQUIREMENTS.

If required by paragraph 5 of the contract, CONTRACTOR shall maintain the following insurance policies in full force and effect during the term of this contract:

- (a) Comprehensive general liability insurance. CONTRACTOR shall maintain comprehensive general liability insurance, covering all of CONTRACTOR's operations with a combined single limit of not less than the amount set out in paragraph 5 of this contract.
- (b) Professional liability insurance. CONTRACTOR shall maintain professional liability insurance with liability limits of not less than the amount set out in paragraph 5 of this contract.
- (c) Comprehensive motor vehicle liability insurance. CONTRACTOR shall maintain comprehensive motor vehicle insurance covering all motor vehicles (including owned, non-owned and hired) used in providing services under this contract, with a combined single limit of not less than the amount set out in Paragraph 5 of this contract.
- (d) Workers' compensation insurance. CONTRACTOR shall maintain a workers' compensation plan covering all of its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If CONTRACTOR elects to be self-insured, the certificate of insurance otherwise required by this contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations.

C-4. CERTIFICATE OF INSURANCE.

Prior to the commencement of performance of services by CONTRACTOR and prior to any obligations of COUNTY, CONTRACTOR shall file certificates of insurance with COUNTY, showing that CONTRACTOR has in effect the insurance required by this contract. CONTRACTOR shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file. In lieu of providing proof of insurance, CONTRACTOR may provide proof of self-insurance meeting requirements equivalent to those imposed herein. CONTRACTOR warrants that CONTRACTOR's self-insurance provides substantially the same protection to COUNTY as the insurance required herein. CONTRACTOR further agrees to notify COUNTY in the event any change in self-insurance occurs that would alter the obligations undertaken in this contract within thirty (30) days of such change.

C-5. RECORDS TO BE MAINTAINED.

CONTRACTOR shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. CONTRACTOR shall contractually require that all of CONTRACTOR's subcontractors performing work called for under this contract also keep and maintain such records. All such records, whether kept by CONTRACTOR or any subcontractor, shall be made available to COUNTY or its authorized representative, or officials of the State of California for review or audit during normal business hours, upon

reasonable advance notice given by COUNTY, its authorized representative, or officials of the State of California.

C-6. RETENTION OF RECORDS.

CONTRACTOR shall maintain and preserve all records related to this contract for a period of three years from the close of the fiscal year in which final payment under this contract is made. CONTRACTOR shall also contractually require the maintenance of such records in the possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the three-year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to insure the maintenance of the records beyond the initial three year period shall arise only if the COUNTY notifies CONTRACTOR of the commencement of an audit prior to the expiration of the three year period.

C-7. TITLE TO DOCUMENTS; COPYRIGHT.

All reports and other materials collected or produced by the CONTRACTOR or any subcontractor of CONTRACTOR shall, after completion and acceptance of the contract, become the property of COUNTY, and shall not be subject to any copyright claimed by the CONTRACTOR, subcontractor, or their agents or employees. CONTRACTOR may retain copies of all such materials exclusively for administrative purposes. Any use of completed or uncompleted documents for other projects by CONTRACTOR, any subcontractor, or any of their agents or employees, without the prior written consent of COUNTY is prohibited.

C-8. INDEPENDENT CONTRACTOR.

CONTRACTOR and its officers and employees, in the performance of this contract, are independent contractors in relation to COUNTY and not officers or employees of COUNTY. Nothing in this contract shall create any of the rights, powers, privileges or immunities of any officer or employee of COUNTY. CONTRACTOR shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of this contract. CONTRACTOR further represents to COUNTY that CONTRACTOR has no expectation of receiving any benefits incidental to employment.

C-9. CONFLICT OF INTEREST.

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONTRACTOR further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be used or employed. CONTRACTOR certifies that no one who has or will have any financial interest under this contract is an officer or employee of COUNTY.

C-10. COMPLIANCE WITH APPLICABLE LAWS.

CONTRACTOR shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the services specified in this contract. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this contract.

C-11. NONDISCRIMINATION.

CONTRACTOR shall not discriminate in the employment of persons necessary to perform this contract on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person.

C-12. BANKRUPTCY.

CONTRACTOR shall immediately notify COUNTY in the event that CONTRACTOR ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

C-13. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION OF DUTIES.

Except as specifically authorized herein, no rights under this contract may be assigned and no duties under this contract may be delegated by CONTRACTOR without the prior written consent of COUNTY, and any attempted assignment or delegation without such consent shall be void.

C-14. NEGOTIATED CONTRACT.

This contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this contract within the meaning of California Civil Code Section 1654.

C-15. SEVERABILITY.

Should any provision herein be found or deemed to be invalid, this contract shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this contract are declared to be severable.

C-16. ENTIRE CONTRACT.

This contract is the entire agreement of the parties. There are no understandings or agreements pertaining to this contract except as are expressly stated in writing in this contract or in any document attached hereto or incorporated herein by reference.

C-17. TIME IS OF THE ESSENCE.

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

C-18. TERMINATION.

Either party may terminate this contract, with or without cause, at any time. In order to terminate this contract, the terminating party shall give advance written notice to the other party. The termination shall be effective no earlier than the expiration of the number of days specified in paragraph 6 of this contract. The termination notice shall be made as specified in paragraph C-19, below. In the event of termination, COUNTY shall pay CONTRACTOR for all work satisfactorily performed prior to the effective date of the termination.

C-19. NOTICES.

Notices to the parties in connection with the administration of this contract shall be given to the parties' contract administrator personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

- (a) The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator; or
- (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, with first-class postage fully prepaid; or
- (c) On the day that the notice is transmitted by facsimile to a party's facsimile number specified in paragraph 8 of this contract, provided that an original of such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, on the same day as the facsimile transmission is made.

C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.

All matters concerning this contract which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective contract administrators or to the party's employee specified, in writing, by the contract administrator. A party may, in its sole discretion, change its designation of its contract administrator and shall promptly give written notice to the other party of any such change.

C-21. MATERIALITY.

The parties consider each and every term, covenant, and provision of this contract to be material and reasonable.

C-22. WAIVER.

Waiver by either party of a breach of any covenant of this contract will not be construed to be a continuing waiver of any subsequent breach. COUNTY's receipt of consideration with knowledge of CONTRACTOR's violation of a covenant does not waive its right to enforce any covenant of this contract. The parties shall not waive any provisions of this contract unless the waiver is in writing and signed by all parties.

C-23. AUTHORITY AND CAPACITY.

CONTRACTOR and CONTRACTOR's signatory each warrant and represent that each has full authority and capacity to enter into this contract.

C-24. BINDING ON SUCCESSORS.

All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of CONTRACTOR. CONTRACTOR and all of CONTRACTOR's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this contract.

C-25. CUMULATION OF REMEDIES.

All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

C-26. INDEPENDENT ADVICE.

Each party hereby represents and warrants that in executing this contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this contract and the rights and duties arising out of this contract, or that such party willingly foregoes any such consultation.

C-27. NO RELIANCE ON REPRESENTATIONS.

Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its

rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this contract may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

C-28. REDUCTION OF CONSIDERATION.

CONTRACTOR agrees that COUNTY shall have the right to deduct from any payments specified in Attachment B any amount owed to COUNTY by CONTRACTOR as a result of any obligation arising prior to the execution of this contract. For purposes of this paragraph, obligations arising prior to the execution of this contract may include, without limitation, any property tax, secured or unsecured, which tax is in arrears. If COUNTY exercises the right to reduce the consideration specified in Attachment B, COUNTY shall give CONTRACTOR notice of the amount of any off- set and the reason for the deduction.

C-29. COUNTERPARTS.

This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

C-30. FACSIMILE AND ELECTRONIC DIGITAL SIGNATURES

The Parties hereby acknowledge and agree that facsimile or scanned signatures or signatures transmitted by electronic mail in so-called "PDF" format shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been delivered. The Parties (a) intend to be bound by the signatures on any document sent by facsimile or electronic mail, (b) are aware that the other Party will rely on such signatures, and (c) hereby waive any defenses to the enforcement of the terms of this Agreement based on the forgoing forms of signature

The parties further agree that this agreement may be electronically signed. The parties agree that the electronic signatures appearing on this agreement (if electronic signatures are used) are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

C-31. COMPLIANCE WITH FEDERAL AND STATE DIRECTIVES REGARDING ECONOMIC SANCTIONS AGAINST RUSSIA

Contractor shall comply with California Governor Newsom's Executive Order N-6-22, (available online at: <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia->

[UkraineExecutive-Order.pdf](#)) regarding economic sanctions against Russia. Contractor shall comply with existing and any newly issued economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The “economic sanctions” imposed in response to Russia's actions in Ukraine includes, but is not limited to, the federal executive orders identified in Executive Order N-6-22, and the sanctions specified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financialsanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply shall result in the termination of contracts or grants, as applicable. Contractor must further ensure that this contract provision is included any applied to any agents, suppliers, subcontractors, or independent contractors Contractor retains in completing its work for the County of San Benito under this Agreement.

END OF ATTACHMENT C.

SECTION 9.

APPENDICES

APPENDIX A

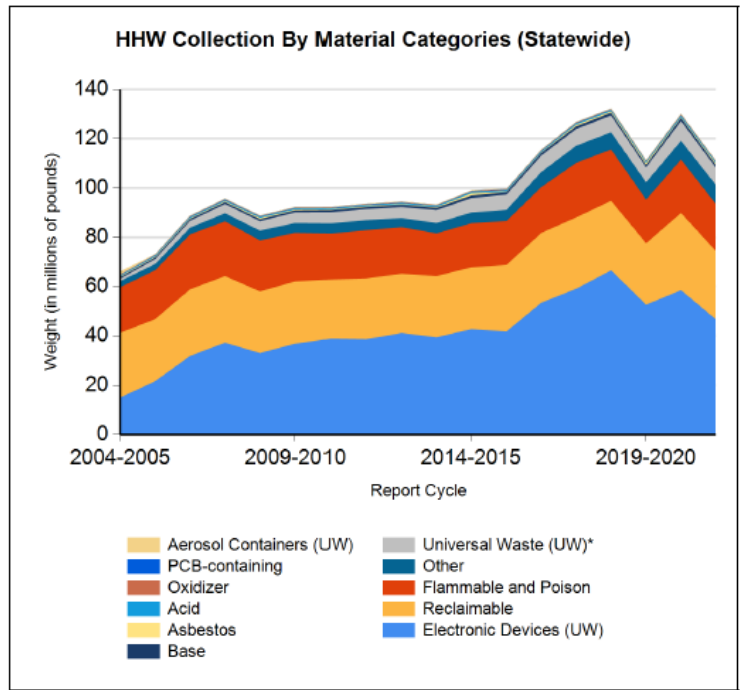
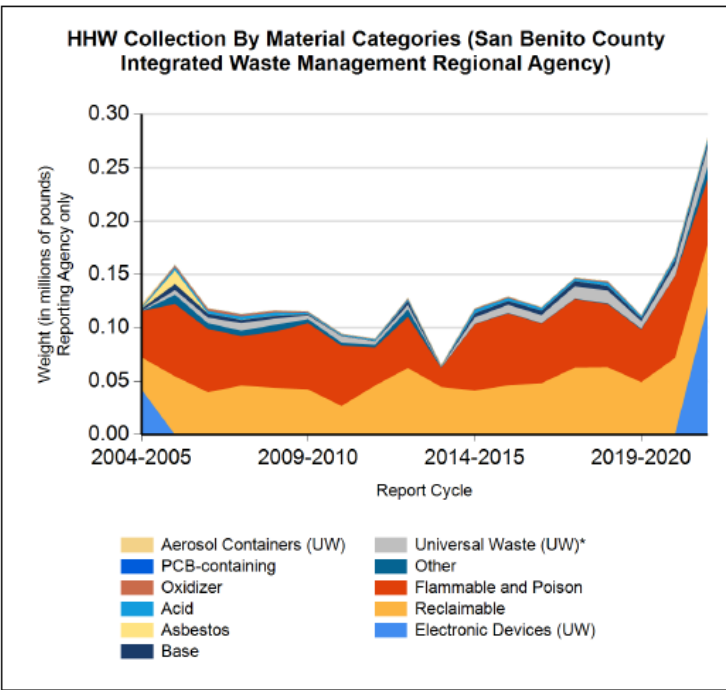
Form 303 for FY 2021/2022

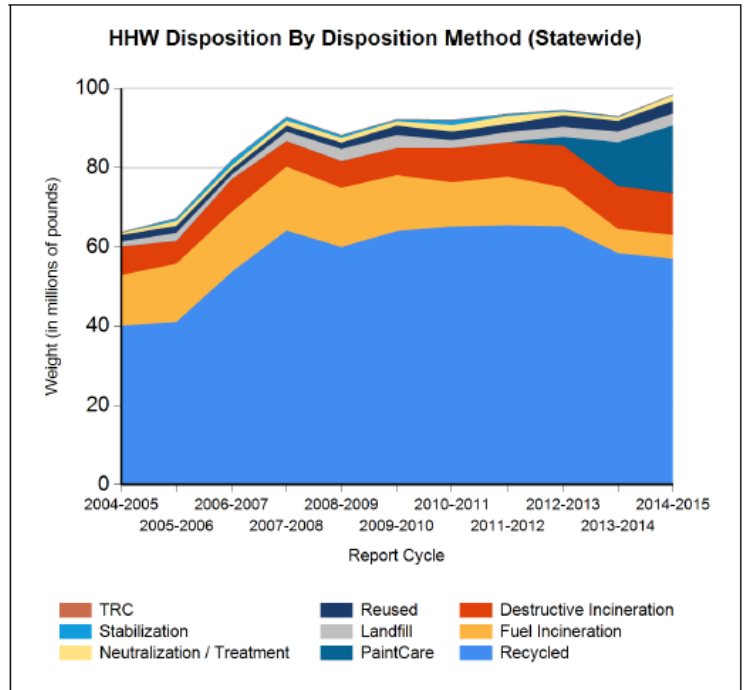
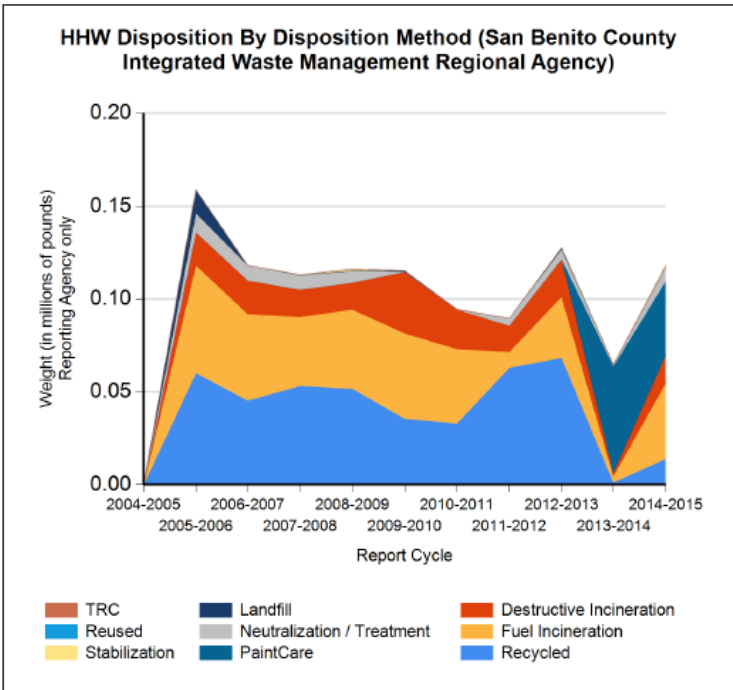


DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY

1001 I STREET, SACRAMENTO, CALIFORNIA 95814 • www.CalRecycle.ca.gov • (916) 322-4027
P.O. BOX 4025, SACRAMENTO, CALIFORNIA 95812

Form CalRecycle 303 Household Hazardous Waste Collection Information For 2021-2022







DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY

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Name of Public Agency Reporting: San Benito County Integrated Waste Management Regional Agency
Contractor's Name: Clean Earth
Participating Households: 1,070 Method: Number of Vehicles
Participating Households includes non-residential (CESQG,schools,nonprofits,etc.): No
Service Area Households: 21,298

Participants Represented by Reporting Jurisdiction/Agency (i.e., individual city(ies), county(ies), other agency(ies)):

Hollister San Benito-Unincorporated San Juan Bautista

Program Types:

Program Type	EPAID	Program Type	EPAID	Program Type	EPAID	Program Type	EPAID
Permanent Facility	CAH111001098	Curbside Program		Electronic Waste (John Smith Road Landfill)		Electronic Waste (Recycle Days & Recology Environmental Days)	
Sharps and Pharma Collection							



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Collection (pounds)	Material Type	Permanent Facility	Temporary (periodic) Facility	Mobile Facility	Recycle-only Facility	Door to Door (residential) Program	Curbside Program	Load Check	Other
Flammable and Poison	Flammable solids / liquids	200							
	Bulked flammable liquids	1,650							
	Oil-based paints	15,198							
	Paint Related Material (PRM)	28,950							
	Poisons	13,910							
	Reactive and explosive	12							
	Compressed gas cylinders	940							
	1 lb propane canister	228							
	Flammable and Poison subtotal	61,088							
PCB-containing	PCB-containing paint								
	Other PCB waste (includes ballasts)	31							
	PCB-containing subtotal	31							
Reclaimable	Antifreeze	3,150							
	Auto type batteries (motor vehicles)	3,565							
	Latex paint	36,387							
	Motor oil/oil products	13,650							
	Used oil filters (recyclables only)	385							
	Reclaimable subtotal	57,137							
Acid	Inorganic and organic acid	2,950							
Base	Inorganic and organic base	4,015							
Oxidizer	Neutral oxidizers, Organic peroxides, Oxidizing acid/base	287							
Asbestos	Asbestos	70							
Universal Waste (UW)*	Mercury containing automatic switches / thermometers / and novelties								
	Mercury containing thermostats								
	Mercury containing waste (other)	2							
	Lamps	2,899							
	Photovoltaic Modules								
	Other batteries	1,125					8,480		
	Aerosol cans	5,550							
	Rechargeable batteries	208							



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 P.O. BOX 4025, SACRAMENTO, CALIFORNIA 95812

Collection (pounds)	Material Type	Permanent Facility	Temporary (periodic) Facility	Mobile Facility	Recycle-only Facility	Door to Door (residential) Program	Curbside Program	Load Check	Other
Electronic Devices (UW)	Covered Electronic Devices	80,032		4,354					
	Other Electronic Devices	21,885		16,289					
	Electronic Devices (UW) subtotal	101,917		20,643					
	Universal Waste (UW)* + Electronic Devices (UW) subtotal	111,701		20,643			8,480		
Other	Home-generated sharps waste	248							1,615
	Home-generated pharmaceutical waste								
	Treated wood	10,000							
	Other								
	Reuse Total								
	Other subtotal	10,248							1,615
	Grand Total	247,527		20,643			8,480		1,615



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Disposition (pounds)	Material Type	Destructive Incineration	Fuel Incineration	Landfill	Neutralization / Treatment	Recycled	Reused	Stabilization	Steward
Flammable and Poison	Flammable solids / liquids	200							
	Bulked flammable liquids		1,650						
	Oil-based paints								15,198
	Paint Related Material (PRM)		28,950						
	Poisons	13,910							
	Reactive and explosive	12							
	Compressed gas cylinders					940			
	1 lb propane canister					228			
	Flammable and Poison subtotal	14,122	30,600			1,168			15,198
PCB-containing	PCB-containing paint								
	Other PCB waste (includes ballasts)	31							
	PCB-containing subtotal	31							
Reclaimable	Antifreeze					3,150			
	Auto type batteries (motor vehicles)					3,565			
	Latex paint								36,387
	Motor oil/oil products					13,650			
	Used oil filters (recyclables only)					385			
	Reclaimable subtotal					20,750			36,387
Acid	Inorganic and organic acid				2,950				
Base	Inorganic and organic base				2,850			1,165	
Oxidizer	Neutral oxidizers, Organic peroxides, Oxidizing acid/base							287	
Asbestos	Asbestos			70					
Universal Waste (UW)*	Mercury containing automatic switches / thermometers / and novelties								
	Mercury containing thermostats								
	Mercury containing waste (other)					2			
	Lamps					2,899			
	Photovoltaic Modules								
	Other batteries					9,605			
	Aerosol cans			5,550					
Rechargeable batteries					208				



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Disposition (pounds)	Material Type	Destructive Incineration	Fuel Incineration	Landfill	Neutralization / Treatment	Recycled	Reused	Stabilization	Steward
Electronic Devices (UW)	Covered Electronic Devices					84,386			
	Other Electronic Devices					38,174			
	Electronic Devices (UW) subtotal					122,560			
	Universal Waste (UW)* + Electronic Devices (UW) subtotal		5,550			135,274			
Other	Home-generated sharps waste			1,863					
	Home-generated pharmaceutical waste								
	Treated wood			10,000					
	Other								
	Reuse Total								
	Other subtotal			11,863					
	Grand Total	14,153	36,150	11,933	5,800	157,192		1,452	51,585

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