

4. TIMELINE AND TERM OF AGREEMENT

A. RFP Timeline

The SBWMA anticipates that the contract award will adhere to the following schedule:

CONTRACT SCHEDULE

ITEM	DATE
RFP Released	February 20, 2018
Deadline for Submitting Questions to SBWMA	March 5, 2018
Deadline for Submitting Proposal by Email to Executive Director Joe La Mariana: rethinker@rethinkwaste.org	March 21, by 4 pm
Proposer Interviews (if any)	March 29, 2018
Anticipated Contract Award	April 26, 2018
Anticipated Start Date	July 1, 2018

B. Term of Agreement

The initial (or base) term of the agreement is for three years, starting July 1, 2018 and concluding on June 30, 2021. Two, two-year extension options may be negotiated with annual CPI-based fee adjustments. The SBWMA anticipates that, at maximum, the contract term would be for seven years and would terminate on June 30, 2025.

Termination of this contract by the service provider could be disruptive to the SBWMA. As such, any such termination will require nine months' advance notice so that adequate time is given to find a new service provider and to arrange for transition of pertinent information and data, historical records, and critical standard operating procedures.

Termination of this contract by the SBWMA is allowed at its sole discretion upon 60 days written notice. The service provider will cooperate in the transition to the next service provider and provide all pertinent information, data, and historical records upon an early contract termination or at the end of the stated term.

5. QUALIFICATIONS

The SBWMA seeks Proposers that expertly provide financial, accounting, and auditing services and follow standard municipal government regulations and procedures. The successful respondent to this RFP must demonstrate that it has the appropriate professional personnel (and sub-contractors, if applicable) and systems to fulfill the stated scope of services. **Experience with providing similar services to other government agencies should be noted.**

Proposers should have familiarity with the SBWMA's mission and scope, and the context of its work within County and State regulations and laws.

The Proposers' project manager must have at least five years of experience providing and supervising the delivery of most, or all, of the requested services for public agencies in California.

Proposers must not have any conflicts of interest, whether actual or perceived, such as current or recent work (within the past five years) for Recology or South Bay Recycling or companies directly related to them. Any such potential or actual conflicts must be disclosed by Proposers in their proposals. Failure to do so may be grounds for disqualification, contract termination, and other actions as may be deemed by the SBWMA as necessary and appropriate.

6. PROCEDURE FOR SUBMITTING QUESTIONS

All communications about this RFP must be directed to Joe La Mariana in writing via email at rethinker@rethinkwaste.org by Monday, **March 5, 2018**. SBWMA expects that it will respond to all questions in the form of an Addendum to this RFP, by March 9, 2018, if necessary.

7. SUBMITTAL REQUIREMENTS

Proposers must submit sufficient information, as outlined below, so that the SBWMA can evaluate Proposers' qualifications. Selection of a preferred Proposer(s) will be based on a combination of the following, which is presented in no particular order of importance: cover letter; organization and staff qualifications; similar experience in providing these services; project understanding; project delivery schedule; hourly rates; estimated total hours; and references.

To be deemed responsive to this RFP, Proposers' submittals must be received by e-mail at rethinker@rethinkwaste.org by no later than March 21, 2018 at 4 pm.

Please label the email subject line "Proposal Response to SBWMA RFP—Accounting and Financial Services."

Please include both a PDF version and the source file (e.g., Word or Excel file) of all documents that are submitted.

Proposals should be concise, thorough and responsive, based on these guidelines:

- A. Cover Letter** In one or two pages, include: organization description, main services, and key qualifications and prior experience. The individual authorized to contractually bind the organization should sign the cover letter.
- B. Approach** In up to six pages, describe proposed approach to conduct and complete the proposed scope of services well. If applicable, include a plan and time schedule to convert from the current service provider. Each proposed service should be clearly delineated, with detail regarding lead staff, level of effort, and cost. Identify expected frequency of issuing vendor payments, name of current bank used, timing of issuing reports, audit firm expected to be used, and other relevant system capabilities.

- C. Description of Qualifications** In two to four pages, describe organization's qualifications, expertise and prior specific related experience, and proposed use of subcontractors (if any) by service. The SBWMA prefers that Proposers explain their specific qualifications related to the scope of work in this section, and that a more general description of qualifications and experience be reserved for the cover letter. Resumes or brief biographical descriptions for key proposed staff members and sub-contractors, if any, should be provided as an appendix, such that the Proposer demonstrates that it meets the required minimum qualifications above.
- D. Cost Proposal** In one or two pages, present a cost proposal, including budget by task and subtask, denoting the staff assigned to each specific item and the amount of time (in hours or FTE) and cost budgeted for each task and subtask. Provide sufficient detail to understand any additional costs or charges. Provide a separate cost for audit firm and bank service fees for two financial statements. These costs would pass through to the SBWMA.
- Propose how the annual compensation would be adjusted, if at all, during the term of the agreement. The SBWMA would prefer a CPI-based adjustment or none.
- E. PROPOSAL QUALIFICATION CERTIFICATION** Complete Attachment A.
- F. CLIENT REFERENCE FORM** Complete Attachment B.
- G. ADDITIONAL ATTACHMENTS** Proposers may include other pertinent information, such as key useful features of their computer systems, further information about the audit firm, plans to make future changes to the computer system or audit firm, or other relevant information.

Right to Contract for Selected Services

SBWMA reserves the right to contract for selected services pursuant to this RFP from any Proposer.

Draft Service Agreement

See Attachment C for a copy of the draft service agreement.

Attachment A: Qualifications Certification

ORGANIZATION	
ADDRESS	
TELEPHONE	
CONTACT EMAIL	
CONTACT NAME, TITLE	

1. Proposer certifies that neither Proposer nor its principals are presently disbarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, any California State agency, or any local governmental agency.

2. Proposer certifies that Proposer did not receive unauthorized information from any SBWMA staff member, contractor, or board member during the RFP response period except as provided for in this RFP package and through formal addenda, if any, issued by the SBWMA.

3. Proposer certifies that Proposer does not have any conflicts of interest, whether actual or perceived, such as current or recent work for Recology or South Bay Recycling or companies directly related to them, and has disclosed any such work in its response to this RFP.

4. Proposer certifies that the information and all accompanying documentation contained in Proposer’s submittal pursuant to this RFP are true and correct.

5. Please check the appropriate box below:
 - If a **public agency** submits a response to this RFP, an individual authorized to contractually bind the organization shall sign it.
 - If an **individual** submits a response to this RFP, he or she shall sign it. If he or she is doing business under a fictitious name, the response shall so state.
 - If a response to this RFP is submitted by a **partnership**, the full names and addresses of all members and the address of the partnership shall be stated and the response shall be signed for all members by one or more members thereof.
 - If a **corporation** submits a response to this RFP, an authorized officer or officers of the corporation shall sign it in the corporate name.
 - If a **limited liability company (LLC)** submits a response to this RFP, an authorized officer or officers shall sign it in the LLC’s name.
 - If a response to this RFP is signed by a **joint venture**, the full names and addresses of all members of the joint venture shall be stated and a representative of each individual entity shall sign it.

Attachment A – Qualifications Certification (continued)

By signing below, the submittal pursuant to this RFQ shall be deemed a representation and certification by the Consultant that Consultant has investigated all aspects of the RFQ, that Consultant is aware of the applicable facts pertaining to the RFQ process, its procedures and requirements, and that Consultant has read and understands the RFQ.

Authorized Representative Name: (Signature)
Authorized Representative Name: (Printed name)
Authorized Representative Title and Entity: (Printed title and entity)
<i>Complete additional signatures below if required.</i>
Authorized Representative Name: (Signature)
Authorized Representative Name: (Printed name)
Authorized Representative Title and Entity: (Printed title and entity)
Authorized Representative Name: (Signature)
Authorized Representative Name: (Printed name)
Authorized Representative Title and Entity: (Printed title and entity)

Attachment B: Client Reference Form

Please specify any public agencies and solid waste, recyclables or organics collection services or facility operations companies that Proposer has worked with or for in the past ten (10) years, with respect to the provision of financial and accounting services. In addition, please provide references for each listed agency or company.

For multiple references, please copy this form as appropriate.

Client Reference Form

Name of Agency or Company	
Address	
Contact Name(s), Address, Telephone Number(s), Email	
Description of work performed and dates of service:	

Attachment C: Draft Agreement for Professional Services



DRAFT

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of the **0th day of Month, 2018** by and between the **South Bayside Waste Management Authority** hereinafter "SBWMA", and **Contractor Name** hereinafter "Consultant".

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

- A. That SBWMA desires to engage Consultant to render certain professional services in the SBWMA jurisdictions;
- B. That Consultant is qualified to provide such services to the SBWMA; and
- C. That SBWMA has elected to engage the services of Consultant upon the terms and conditions as hereinafter set forth.

TERMS AND CONDITIONS

1. Services

The services to be performed by Consultant under this Agreement shall be to **Scope of Work** as outlined in Exhibit A.

Performance of the work specified above is hereby made an obligation of Consultant under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of said Parties.

2. Term of Agreement

Said services shall commence on July 1, 2018 and shall continue for three years, with two two-year options for extension of the term. The term of the Agreement may be extended upon written agreement by both parties.

Termination of this contract by the service provider could be disruptive to the SBWMA. As such, any such termination will require nine months' advance notice so that adequate time is given to find a new service provider and to arrange for transition of pertinent information and data, historical records, and critical standard operating procedures.

Termination of this contract by the SBWMA may occur at its sole discretion upon giving 60 days written notice. The service provider will cooperate in the transition to the next service provider and provide all pertinent information, data, and historical records upon an early contract termination or at the end of the stated term.

3. Compensation

Payment under this Agreement shall be as per Exhibit A, not to exceed **\$000,000.00** in Year 1. Invoices for payment shall be submitted monthly to the SBWMA.

The hourly rate for additional services, per 3e (Scope of Services: Additional Services) of the RFP issued pursuant to this contract, is: **\$000.00**.

4. Authorization and Termination

This Agreement becomes effective on July 1, 2018 when endorsed by both Parties in the space provided below.

5. Reliance of Professional Skill of Consultant

Consultant represents that it has the necessary professional skills to perform the services required and SBWMA shall rely on such skills of the Consultant to do and perform the work.

6. Relationship to Parties

It is understood that the relationship of Consultant to SBWMA is that of an independent contractor and all persons working for or under the direction of Consultant are its agents or employees and not agents or employees of the SBWMA.

7. Nonassignment

This Agreement is not assignable either in whole or in part.

8. Amendments

This Agreement may be amended or modified only by written agreement signed by both Parties.

9. Validity

The invalidity, in whole or in part, of any provisions of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

10. Government Law/Litigation

This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California. In the event of litigation between the Parties hereto over the terms or performance of this agreement the prevailing party shall be entitled to reasonable attorneys' fees and costs.

11. Mediation

Should any dispute arise out of this Agreement, the Parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither Party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the Parties. If a mediated settlement is reached, neither Party shall be deemed the prevailing party for purposes of the settlement, and each Party shall bear its own legal costs. Mediation shall occur within 30 days of notice by either party, and if it does not occur within that period of time a legal action shall be permitted to be filed.

12. Entire Agreement

This Agreement, including Exhibit A, comprises the entire Agreement.

13. Indemnity

Consultant shall defend, indemnify and hold SBWMA and its officers, employees and agents harmless from any and all claims, damages, losses and expenses related to or as a result of intentional or negligent acts for which Consultant or its agents and employees are responsible.

14. Insurance

Consultant shall not commence work under this Agreement until all insurance required under this Paragraph has been obtained. Consultant shall furnish SBWMA with certificates of insurance evidencing the required coverage. The insurance shall be with a carrier that is licensed and in good standing in the State of California, and has an A.M. Best Co. rating of A/5 or better. The SBWMA will be named as additional insured in the policy. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the SBWMA office of any pending change in the limits of liability or of any cancellation or modification of the policy.

a. Worker's Compensation and Employer's Liability Insurance

Consultant shall have in effect during the entire life of this Agreement Worker's Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, Consultant makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 37900 of the California Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

b. Liability Insurance

Consultant shall take out and maintain during the life of this Agreement such bodily injury and property damage liability insurance as shall insure the Consultant and SBWMA, its employees, officers and member entities while performing work covered by this Agreement from any and all claims for damages for bodily injury,

including accidental death, as well as any and all claims due to consultant's negligence or willful misconduct for property damage which may arise from Consultant's work under this Agreement, whether such work be by Consultant or by any subcontractor or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be One Million and no/100 Dollars (\$1,000,000.00) combined single limit bodily injury and property damage for each occurrence.

15. Notice

All notices required by this Agreement shall be given to SBWMA and Consultant in writing, by email or by first class mail, postage prepaid, addressed as follows:

SBWMA: **South Bayside Waste Management Authority**
610 Elm Street, Suite 202
San Carlos, CA 94070
Telephone: (650) 802-3500

Consultant: **Contractor**
Contact
Address
Telephone:

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the date first written by their respective officers duly authorized in that behalf.

SBWMA

BY: _____
Joe La Mariana, Executive Director, SBWMA

DATED: _____, 2018

APPROVED AS TO FORM:

Jean Savaree, SBWMA Attorney

DATED: _____, 2018

CONSULTANT:

BY: _____
Name, Title

DATED: _____, 2018

NOTICE TO PROCEED

BY: _____
Cyndi Urman, Board Secretary

DATED: _____, 2018