



Release Date: October 25, 2019
Project No. RFP20191025MCRWMA

Request for Proposals for Household Hazardous Waste Management Services

Notice is hereby given that proposals will be received at the Merced County Regional Waste Management Authority (MCRWMA) for performing all work necessary in accordance with the Requirements specified herein. Please carefully read and follow the instructions provided. Proposers are responsible for making certain that their proposal is complete and is received by MCRWMA on or before the closing deadline.

Proposals shall be mailed or delivered to:
Merced County Regional Waste Management Authority
Attn: Daisy Zaragoza, Procurement and Reporting Analyst
7040 N. Highway 59
Merced, CA 95348

Proposals shall be clearly marked as follows: *Household Hazardous Waste Management Services–
Submission Deadline November 25, 2019 at 12:00 p.m.*

Proposals received after the closing deadline will be rejected.

The Merced County Association of Governments Purchasing Policy is incorporated by this reference.

MCRWMA is not liable for any costs incurred by Proposers in responding to this Request for Proposals (RFP). Proposers are to clearly identify any information that is confidential and/or proprietary and submit a redacted copy of their proposal with the confidential and/or proprietary information. In the event of a Public Records Act or Freedom of Information Act request, MCRWMA will use the redacted copy submitted by the proposer in response and the failure to provide a redacted copy may result in the disclosure of a proposer's entire response. MCRWMA is not responsible or liable for the disclosure of any information that is not clearly labeled as confidential and/or proprietary and provided in redacted form.

Note that the resulting contract from this solicitation will be to one (1) Contractor.

Please direct inquiries to Daisy Zaragoza, Procurement and Reporting Analyst, via email at dzaragoza@mcrwma.org.

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Attachment 1 - FY 18-19 MCRWMA HHW

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PROPOSER'S SUBMITTAL CHECKLIST

This checklist is provided to assist Proposers with submitting a complete Proposal. Proposers are to submit Proposal as noted below and are to include this checklist with Proposal.

1. _____ Cover Letter
2. _____ Proposer's Submittal Checklist
3. _____ Table of Contents
4. _____ Tab One – Certification, Nondebarment Certification, Lobbying Certification, Reference List, Household Hazardous Transporters, Hazardous Waste Recycling & TSD's
5. _____ Tab Two – Organization, Capability, and Experience
6. _____ Tab Three – Response to Requirements
7. _____ Tab Four – Proposal Cost Summary Form

Non-submittal of any requested item may be considered non-responsive.

DEFINITIONS

ABOP Site – A location that accepts antifreeze, household and automotive batteries, used motor oil and used motor oil filters, and liquid paint.

Agreement – The Agreement constitutes the entire contract between MCRWMA and the selected Proposer. Term may be used interchangeably with Contract.

Authorized Representative – Person who has the legal authority to enter into and sign contracts on behalf of the organization.

CESQG: Conditionally Exempt Small Quantity Generator

Closing Deadline – The last day and time the Proposal must be received in the office at 7040 N. Highway 59, Merced, California 95348.

Contract – The Contract constitutes the entire agreement between MCRWMA and the selected Proposer. Term may be used interchangeably with Agreement.

Consultant – The Proposer awarded the Contract derived from this RFP. Term may be used interchangeably with Contractor or Vendor.

Evaluation Committee – A committee established to review and evaluate proposals to determine the Contract award. The committee may include representatives of MCAG, MCRWMA and its member jurisdictions.

HHW – Household Hazardous Waste

MCAG – Merced County Association of Governments, a California Joint Powers Authority

MCRWMA – Merced County Regional Waste Management Authority, a California Joint Powers Authority and an affiliate agency of the Merced County Association of Governments.

Respondent/Proposers/Contractor – A person, partnership, firm, or corporation submitting a Proposal with the intention of obtaining a MCRWMA contract.

Subcontractor(s) – Any person, entity or organization, to which Consultant/Contractor, or MCRWMA, has delegated any of its obligations hereunder.

TSDF's - Treatment, Storage, and Disposal Facilities

SECTION I – GENERAL INFORMATION

1.1 PURPOSE

MCRWMA invites the submission of proposals from qualified Contractors to collect, package, transport, and dispose/recycle/incinerate hazardous waste, including household, conditionally exempt small quantity generator (CESQG), universal and electronic waste.

MCRWMA intends to use the results of this RFP to make one (1) award to the selected Proposer as evaluated per Section IV of this RFP.

1.2 AGENCY INFORMATION

MCRWMA, created in 1972, is a California JPA comprised of seven member agencies: City of Atwater, City of Dos Palos, City of Gustine, City of Livingston, City of Los Banos, City of Merced, and the County of Merced and governed by the MCRWMA Governing Board. Established for the purpose of coordinating and managing two regional landfills in Merced County, the role of MCRWMA was expanded in the 1990's to include activities mandated by the California Integrated Waste Management Act. The MCRWMA Governing Board, which also serves as the Solid Waste Policy Board, has been designated as the governing body for MCRWMA operations.

MCRWMA has full rate setting authority and is responsible for managing the solid waste, green waste, recycling, and household hazardous waste (HHW) programs for its member agencies, including developing and implementing capital projects. MCRWMA owns and operates two (2) landfills, the Hwy 59 (Merced) and Billy Wright (Los Banos), which are located on the east and west side of the county, respectively.

1.3 PROJECT DURATION

The contract term is anticipated to commence February 2020 and end February 2023 and is contingent upon agreed upon services, available funding, and successful performance. The contract may be extended by MCRWMA for up to two (2) additional one (1) year terms and shall be based on available funding and successful performance. The contract will be a fixed price contract for the full term including the option years.

1.4 SCHEDULED ACTIVITIES

To the extent achievable, the following schedule shall be used for the procurement process. MCRWMA reserves the right to modify the dates below as necessary.

a.	RFP Distributed	October 25, 2019
b.	Questions/Clarifications due by	November 4, 2019 – 5:00 p.m.
c.	Addendum(s) and Responses posted by	November 8, 2019
d.	Deadline to Submit Proposal	November 25, 2019–12:00 p.m.
e.	Evaluations	Week of December 2, 2019
f.	Notice of Intent to Negotiate	December 2019
g.	Notice of Intent to Award	December/January 2020
h.	Governing Board Approval of Contract	January 2020
i.	Notice of Award	January 2020
j.	Contract Execution/Notice to Proceed	February 2020

1.5 QUESTIONS, CLARIFICATIONS AND/OR REVISIONS

Proposers are expected to raise any questions, noted errors, discrepancies, ambiguities, exceptions, additions or deficiencies they have concerning this RFP via email to dzaragoza@mcrwma.org no later than 5:00 p.m., on November 4, 2019.

If a Proposer fails to notify MCRWMA of any condition stated above that reasonably should have been known to the Proposer, and if a contract is awarded to that Proposer, the Proposer shall not be entitled to additional compensation or time by reason of the error or its correction.

Revisions to this RFP will only be made by official addendum issued by MCRWMA. Addenda will be posted by November 8, 2019. Proposers are responsible for checking the website for addenda prior to submitting their Proposal. Failure to acknowledge addenda may disqualify a Proposal. As such, Proposers are advised to review the website prior to the close of this Proposal at <http://www.mcagov.org/bids.aspx>. Proposers are encouraged to sign up for "Notify Me" on the website to receive emails, or a text, when items are posted relevant to RFP's.

1.6 WITHDRAWAL OF PROPOSALS

Proposal shall be irrevocable unless withdrawn prior to the closing deadline. Proposers may withdraw a Proposal, in writing, at any time up to the closing deadline. A written withdrawal notice must be received by MCRWMA at 7040 N. Highway 59, Merced, California, 95348. The notice must be signed by an authorized representative. If a previously submitted Proposal is withdrawn prior to the closing deadline, the Proposer may submit another Proposal at any time up to the closing deadline.

1.7 PROTEST PROCEDURES

Notice of intent to protest must be made in writing and conform to the requirements of MCRWMA Protest Procedures, included herein on Section 4.10.

1.8 FALSE OR MISLEADING STATEMENTS

Proposals which contain false or misleading statements, or which provide references that do not support an attribute or condition claimed by the Proposer, shall be rejected.

1.9 RIGHT TO REJECT OR ACCEPT PROPOSALS AND RIGHT TO CANCEL

MCRWMA reserves the right to reject any or all Proposals or any part thereof, or to waive any informalities or minor irregularities in the Proposals, and to make an award on the basis of suitability, quality of service to be provided, and ability to perform the Requirements. MCRWMA also reserves the right to cancel this RFP in part or in its entirety.

1.10 DISPUTE RESOLUTION, ATTORNEY FEES, JURISDICTION, AND VENUE

In any action, suit, or proceeding arising out of or in any way connected with the performance of the Agreement contemplated herein, the prevailing party shall be entitled to recover reasonable attorney's fees and costs. Notwithstanding any other provision of the Agreement contemplated herein, any disputes concerning any question of fact or law relating to the Agreement contemplated herein, or any litigation or arbitration arising out of the Agreement contemplated herein, shall be interpreted pursuant to California law, subject to the jurisdiction of the Superior Court of California, and venued in the County of Merced. Consultant expressly waives federal jurisdiction.

1.11 OSHA REQUIREMENTS

All material, equipment or labor submitted under this proposal by Proposer shall meet the required standards of OSHA 1970 and CA-OSHA 1973 as last revised. Proposer warrants that the described material, equipment or labor meets all appropriate OSHA safety and health requirements. Further, it warrants that the said material or equipment will not produce or discharge in any manner or form, directly or indirectly, chemicals or toxic substance that could pose a hazard to the health or safety of anyone who may use the material or equipment or come into contact with the material or equipment.

1.12 ENVIRONMENTAL PROTECTION

The Proposer awarded the Contract resulting from this proposal shall be in compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (41 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC, 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15) which prohibits the use under nonexempt federal contracts, grants, and loans of facilities included on the EPA List of Violating Facilities. The CONTRACTOR shall report violations to the applicable federal agency and the US EPA Assistant Administrator for enforcement.

SECTION II – REQUIREMENTS

GENERAL

MCRWMA operates a Household Hazardous Waste (HHW) Program for the collection and management of hazardous waste, including household, conditionally exempt small quantity generator (CESQG), universal and electronic waste.

MCRWMA operates two permanent HHW collection facilities within the County of Merced: 1) Highway 59 Landfill HHW Site, located at 7040 N. Highway 59, Merced, CA, which is a site that accepts Antifreeze, Batteries, Oil, and Paint (ABOP) items, electronic waste, and universal waste from residents during regular landfill operating hours; and, 2) the Billy Wright HHW site, located at 17173 S. Billy Wright Road, Los Banos, CA, which is also a Recycle-Only site that accepts ABOP items, electronic waste, and universal waste from residents during regular landfill operating hours.

Other HHW materials are sometimes found in load checks at both landfill locations. These materials are then placed into HHW lockers. HHW collection events are held at the Highway 59 Landfill HHW Site quarterly and twice a year at a temporary/mobile site in Los Banos, CA for the collection of HHW from residents and CESQGs. HHW materials collected during these events will need to be packaged, transported and disposed/recycled/incinerated. The estimated number of residential participants at the Highway 59 site events ranges between 55-100 and 5-20 for CESQG's. The estimated number of residential participants at the Los Banos mobile events ranges between 100-220 and 5-20 for CESQG's. See Attachment 1 - FY 18-19 MCRWMA HHW and Attachment 2 - FY 18-19 MCRWMA Paint for more information regarding all material types and volumes managed by MCRWMA's existing vendor during fiscal year 18-19.

SCOPE OF SERVICES

Services to be provided shall include, but are not limited to:

2.1 Scope of Services

- 2.1.1 The Contractor shall manage periodic collections (at least every 180 days) of Household Hazardous Waste from residents and CESQGs at the Highway 59 and Billy Wright Landfill HHW Sites. The Contractor shall also manage Household Hazardous Waste during HHW collection events at least six (6) times a year. The contractor shall provide traffic control and offload waste from participant's vehicles during the events. HHW collection events are offered to residents and CESQGs. Four (4) of the events shall take place at the Highway 59 collection site and two (2) at temporary sites in Los Banos, CA. Event locations may change but shall all be within Merced County.
- 2.1.2 The Contractor shall furnish all necessary and appropriate personnel and properly certified equipment to safely and lawfully handle, package, transport, and dispose of/recycle/incinerate all HHW which may be collected at the Highway 59 Landfill in accordance with California Health and Safety Code, California Code of Regulations and other applicable federal, state and local regulations related to HHW. Additionally, wastes will be handled, packaged, transported, and disposed of/recycled/incinerated from the Billy Wright Landfill Recycle-Only site.
- 2.1.3 The Contractor shall include all labor, material and equipment necessary to handle, package, transport, and dispose of/recycle/incinerate all HHW collected at the periodic

events, at MCRWMA's permanent Highway 59 Landfill collection site, and the Billy Wright Landfill's Recycle-Only site, including but not limited to the following:

1. Solvents
2. Aerosols
3. Dry Pesticides, Poisons
4. Liquid Pesticides, Poisons
5. Corrosives
6. Flammable Solids
7. Flammable Liquids
8. Acid/Base Solids
9. Acid/Base Liquids
10. Oxidizers
11. Ammonium Nitrate Fertilizer
12. Propane Cylinders
13. Non-Reactive Labpacks
14. Reactive Labpacks
15. Mercury Articles
16. Used Motor Oil and Used Motor Oil Filters
17. Contaminated Oil
18. Latex Paints
19. Oil-Based Paints
20. Empty Drums for Recycle
21. Contaminated Rags
22. Antifreeze
23. Electronic Waste
24. Universal Waste
25. Unlabeled paints
26. Other Waste

All such work shall be performed in a thorough and efficient manner under the contract administration of and to the satisfaction of MCRWMA. MCRWMA shall determine, at its discretion, which items in the list above that the contractor will handle, package, dispose of/recycle/incinerate.

Antifreeze, used motor oil and used motor oil filters collected during the Highway 59 landfill events will be placed in the proper locations, to be collected by an existing contractor. All HHW collected during the Los Banos mobile events shall be collected, packaged, transported, and disposed of/recycled/incinerated. All latex and oil-based paints collected at both landfill HHW sites and during the events shall be handled, packaged, transported and recycled by the contractor. Contractor shall have an agreement with PaintCare for proper recycling. Note, all other ABOP collected during regular landfill operating hours shall be collected by existing vendors, with the exception of paint.

- A. Highway 59 quarterly events shall last a minimum of four (4) hours each day and occur between 8:00 a.m. and 12:00 p.m. The two yearly events in Los Banos shall last a minimum of seven (7) hours and occur between 7:00 a.m. and 2:00 p.m. Event dates shall be determined by the MCRWMA.
- B. The selected firm shall provide professional Fixed Cost services. Fixed Cost services shall include:
 1. Perform site setup and breakdown;
 2. Plan and provide emergency response services;
 3. Prepare health and safety plans;

4. Identify hazardous waste and segregate incompatible hazardous waste;
 5. Properly package waste for transport in compliance with 49 CFR, Chapter I, Subchapter A, § 172.101 et. al.;
 6. Properly label packaged waste;
 7. Prepare Bills of Lading;
 8. Prepare Manifests;
 9. Prepare Waste Profiles;
 10. Submit e-manifests to the Department of Toxic Substances Control (DTSC) on behalf of MCRWMA within 35 days of shipment;
 11. Prepare and deliver Form 303 data with each event invoice;
 12. Provide assistance with Form 303;
 13. Properly placard containers for shipment;
 14. Provide miscellaneous equipment;
 15. Provide and set up appropriate offsite signage for mobile events;
 16. Provide and direct personnel and services required to conduct these activities;
 17. Staffing shall include, at a minimum, a project or event manager, a chemist, and technician(s);
 18. Any vehicle used to transport hazardous waste shall be registered with the DTSC as a Registered Hazardous Waste Hauler and shall display a current sticker from the DTSC;
 19. The Contractor must possess a current Federal Environmental Protection Agency Identification Number as a Transporter;
 20. If the Contractor owns a Transportation Storage Disposal Facility (TSDF), the facility must possess a current Federal Environmental Protection Agency TSDF Identification Number;
 21. Provide a contact person and phone number for participants to call and schedule an appointment;
 22. Schedule participants (both residents and CESQG's);
 23. Take payments directly from CESQG's. No charge to residents;
 24. Provide detailed journals of wastes accepted; and
 25. Provide detailed invoices.
- C. The Contractor shall provide sufficient labeled, replacement containers approved by the U.S. Department of Transportation suitable for packaging, transporting, and disposal/recycling/incinerating of HHW. The number of containers supplied shall provide adequate capacity to accommodate all HHW delivered to the collections sites. Bulking and packaging of material shall be done in yard boxes or in containers of eighty-five (85) gallon capacity or less.
- D. The Contractor shall provide a sufficient number of properly trained attendants to complete the packaging, transporting, and disposal/recycling/incinerating of all HHW.
- E. At the time the Contractor takes possession of HHW materials from the place of transfer, or accepts delivery of the HHW materials at the designated storage or disposal facility, whichever circumstance is applicable, title, risk of loss and all other incidents of ownership to the HHW materials shall be vested in the Contractor. Unless rejected by the Contractor all HHW tendered or submitted shall be conclusively considered accepted, and shall be thereafter the sole responsibility of the contractor to safely and lawfully package, transport, and dispose of/recycle/incinerate. Provisions shall be made by the Contractor to provide personnel who will properly inspect, treat, and prepare and HHW materials before transporting these materials from the collection site premises.

- F. The Contractor shall be responsible for removal and disposal of HHW to an approved disposal site, recycling facility or incinerator, and shall provide all laboratory services required for proper inventorying, identification, and cataloging of HHW. All charges for laboratory services shall be included as part of the billing rate. The Contractor shall also be responsible for removal and disposal of all waste it creates in performing the services described herein, such as, but not limited to, protective clothing, material boxes and site coverings, all of which shall be disposed of in compliance with all applicable laws and regulations.
- G. The Contractor shall provide MCRWMA with proper documentation of all HHW collected at MCRWMA sites and sent to an approval disposal site, recycling facility, or incinerator. Such documentation shall be separate for each site and may include, but is not limited to, HHW manifests and bills of lading.
- H. The Contractor warrants that it understands the currently known hazards which are presented to persons, property and environment in the transportation, storage and treatment/disposal/incineration of HHW materials.
- I. The Contractor, its employees and subcontractors, shall comply with the MCRWMA's safety procedures while on the collection site premises.
- J. The Contractor will invoice CESQG's directly and will credit MCRWMA for CESQG charges on MCRWMA invoices. CESQG's shall pay the same rates as MCRWMA.

2.2 Specific Compliance

The Contractor awarded the Contract derived from this proposal will be required to abide by all applicable Federal and state laws and regulations, including, but not limited to:

- Cal OSHA Requirements
- Air Quality Act
- Energy Policy and Conservation Act
- California Health and Safety Code
- California Code of Regulations
- Comprehensive Environmental Response, Compensation, and Liability Act
- Code of Federal Regulations
- Resource Conservation and Recovery Act
- Superfund Amendments and Reauthorization Act
- Toxic Substances Control Act
- Department of Transportation

SECTION III – SUBMITTALS

3.1 GENERAL INSTRUCTIONS

This section describes the required Proposal format and content. The response must contain the requested information organized by the prescribed sections. Each Proposer shall submit a complete Proposal, providing all information requested with a complete description of the project plan. Failure to follow the prescribed format may result in rejection of the Proposal.

A response may be rejected if it is conditional or incomplete, or if it contains any alteration of form or other irregularities of any kind. A response may be rejected if any such defect or irregularity constitutes a material deviation from the submittal requirements. Responses submitted under improperly marked covers may be rejected. If discrepancies are found within the response, the response may be rejected.

Responses must be typed with a minimum font size 11 and submitted on standard 8 ½” by 11” paper. Each page must be clearly and consecutively numbered. All responses must be submitted in the name of the legal entity or authorized agency.

3.2 SUBMITTAL PACKAGE

Proposers must submit their Proposal in a sealed package containing four (4) paper copies, and one (1) electronic copy CD, DVD, or flash drive in PDF format, of all materials required for acceptance of their response by the Proposal deadline – 12:00 p.m., November 25, 2019 to:

Merced County Regional Waste Management Authority
Attn: Daisy Zaragoza, Procurement and Reporting Analyst
7040 N. Highway 59
Merced, CA 95348

All Proposals must be signed by an authorized representative and received by MCRWMA by the closing deadline. Late Proposals will be rejected. Receipt of the Proposal by the U.S. mail system does not constitute receipt of the Proposal by MCRWMA. MCRWMA will not accept facsimile or email submitted Proposals. All Proposals must be packaged, sealed, and show the following information on the outside of the package:

1. Proposer’s Name and Address
2. Household Hazardous Management Services – Submission Deadline November 25, 2019 at 12:00 p.m.

3.3 COVER LETTER

A one (1) page cover letter shall be submitted and include the Proposer’s contact information and specify the authorized representative. The person authorized by the firm to negotiate a contract with MCRWMA shall sign the cover letter. The cover letter shall include the name, phone number, fax number and e-mail address of a contact person for the CONSULTANT during the selection process. Proposers shall include a statement certifying MCRWMA’s insurance requirements will be met as noted in Section Five of the Sample Agreement; RFP page 30-31.

3.4 TABLE OF CONTENTS

Using the Submittal Checklist provided on page 3, the Proposer shall provide a Table of Contents listing proposal contents by page number.

3.5 CERTIFICATIONS, REFERENCES, AND FORMS (TAB ONE)

- 1) Certification, (noting any addenda - if applicable);
- 2) Nondebarment Certification and Other Responsibility Matters;
- 3) Lobbying Certification;
- 4) Reference List;
- 5) Household Hazardous Transporters; and
- 6) Hazardous Waste Recycling & TSD Facilities

RFP Certifications must be signed by the person in the Proposer's organization who is responsible for the decision as to the prices being offered or by a person who has been authorized in writing to act as agent for the person responsible for the decision on prices and services. Failure to provide this form/information with a submittal may disqualify the response.

Proposers must supply three references to which similar services have been provided. If contacted, all references must verify that a high level of satisfaction was provided.

3.6 ORGANIZATION, CAPABILITY, AND EXPERIENCE (TAB TWO)

Provide a concise statement covering the history of your organization under current and any prior names (include number of years in business under each name), your major projects or activities both in general and similar to the subject of the proposal, and why your agency is best suited to fulfill the Scope of Services in Section II - Requirements of this RFP. The section should clearly state the unique qualifications which the Proposer believes it possesses to meet the goals and objectives of the Scope of Services in Section II - Requirements. This section should contain the following information:

1. Present organizational structure and current operations including number of years in business;
2. Experience and qualifications of the proposed key staff members assigned to this project; and
3. Experience providing similar service that demonstrates your agency's capability in providing the services described in your proposal.

3.7 RESPONSE TO REQUIREMENTS (TAB THREE)

Proposers are to describe how the Scope of Services in Section II - Requirements will be met.

Proposers should describe response in sufficient detail to enable evaluators in knowing what is anticipated at every stage and to make a judgment as to the probable success of the proposed effort.

Proposers shall provide, in a timeline format, a clear and concise description of the services to be provided and activities to be undertaken as a means of reaching the objectives stated in Scope of Services in Section II – Requirements.

3.8 PROPOSAL COST SUMMARY FORM (TAB FOUR)

Proposers shall completely fill out and submit with their proposal the Proposal Cost Summary Forms included on pages 19-22 of the RFP. Proposer is to provide costs based on volume that include all labor, materials, transportation, and disposal/recycling charges for the waste generated. Proposer is to ensure cost is submitted to include any and all costs required to perform the scope of services as described under Section II – Requirements.

SECTION IV – BASIS OF AWARD, EVALUATION, SELECTION PROCESS, AND PROTESTS

4.1. BASIS OF AWARD

MCRWMA intends to make one (1) award to the responsive and responsible Proposer whose proposal is most advantageous to MCRWMA. Accordingly, MCRWMA may not necessarily make an award to the Proposer with the highest technical ranking nor award to the Proposer with the lowest price proposal if doing so would not be in the overall best interest of MCRWMA.

4.2 RIGHT TO REJECT RESPONSES

MCRWMA reserves the right to reject any or all responses or any part thereof.

4.3 WAIVER OF IRREGULARITIES

MCRWMA reserves the right to waive any informalities or minor irregularities in the Proposals and to make an award on the basis of suitability, quality of services to be provided, and ability to perform the Requirements.

4.4 EVALUATION

Proposals will be evaluated by a selection committee based on the evaluation criteria outlined in Section 4.5.

4.5 EVALUATION CRITERIA

Proposals will undergo an initial administrative review prior to evaluation. Any response which fails to meet the submission requirements may be considered non-responsive and may be rejected.

Proposals will be evaluated on a maximum point scale of 100 as follows:

Proposal Evaluation Criteria	Possible Points
Understanding of Scope of Services	20
Experience of Company/Personnel	20
Cost Reasonableness	20
Project Approach	15
Past Achievements/Performance	15
Completeness of Response	10
Total	100

4.6 INTERVIEW PRESENTATION

Top scoring Proposer(s) may be asked to participate in an interview. The Proposer's original response cannot be changed in any aspect at the interview presentation. Proposer(s) will be advised as to the time and place for such presentations and they should be prepared to discuss all aspects of their Proposal.

4.7 NEGOTIATIONS

MCRWMA reserves the right to negotiate the terms of the contract, including the award amount, with the selected Proposer prior to entering into a contract. However, certain contract terms, including, but not limited to, Insurance, Indemnification, Termination for Convenience, and Liquidated Damages, are non-negotiable. If contract negotiations cannot be concluded successfully with the highest-ranking Proposer, the agency may choose to negotiate a contract with the next highest-ranking Proposer, etc.

4.8 NOTICES - INTENT TO NEGOTIATE, INTENT TO AWARD, AND AWARD

A Notice of Intent to Negotiate with the highest ranked proposer will be issued and sent via email to all participating proposers upon the evaluation committee's recommendation to initiate Agreement negotiations.

MCRWMA will issue a Notice of Intent to Award upon conclusion of negotiations and, where appropriate, place an item on the MCRWMA Governing Board agenda for approval. The Notice of Intent to Award will be sent via email to all participating proposers. Proposals shall remain confidential and shall not be made available in response to a Public Records Act Request until after the issuance of the Notice of Intent to Award.

Once the MCRWMA Governing Board has approved award of the Agreement, MCRWMA will issue a Notice of Award.

4.9 DEBRIEFING

A debriefing may be requested by unsuccessful Proposers after the Notice of Intent to Award has been issued and before the Notice of Award. Requestor shall submit questions via email to the Purchasing and Contracts Manager, or her designee, within three (3) business days of issuance of the Notice of Intent to Award. The purpose of the debriefing shall be to receive information concerning the evaluation of the unsuccessful Proposer. Information regarding other agencies/proposers will not be covered. Debriefings shall be held via telephone conference. The time allotted for the debriefing shall be a maximum of one (1) hour.

4.10 MCRWMA PROTEST PROCEDURES

All protests shall reference the name of the project or procurement in question and the contract, bid or proposal reference number. Failure to comply with the time requirements specified below shall constitute grounds for MCRWMA to deny the protest without further consideration. MCRWMA has no obligation to delay or otherwise postpone an award of a contract based on a protest. Bids or proposals shall remain confidential until after the Notice of Intent to Award is issued.

Pre-Award Protest Procedures

Any bidder or proposer who has submitted a bid or proposal to MCRWMA may file a protest of MCRWMA's intent to award a contract provided that:

1. The bid or proposal protest is in writing;
2. The bid or proposal protest is signed by the protestor or an individual legally entitled to act on his or her behalf;

3. The bid or proposal protest is received by MCRWMA's Director not more than five (5) business days following the date of issuance of MCRWMA's Intent to Award the Contract; and
4. The bid or proposal protest sets forth, in detail, a statement of the reason(s) for the protest, all facts and documentation supporting the protest, and legal authorities and argument in support of the grounds for the protest. Any grounds for protest not identified in the pre-award protest are waived.

Protests of MCRWMA's Intent to Award must be personally delivered or sent by U.S. mail, postage prepaid, to:

Eric Zetz, MCRWMA Director
Merced County Regional Waste Management Authority
7040 North Highway 59
Merced, CA 95348

With Copy to:
Stacie Guzman, Executive Director
Merced County Regional Waste Management Authority
369 W. 18th Street
Merced, CA 95340

With Copy to:
General Counsel, Haden Law Office
2241 N Street
Merced, CA 95340

Any protest not conforming with the foregoing shall be rejected by MCRWMA as invalid. Provided that the protest is filed in strict conformity with the foregoing, MCRWMA's Director shall review and evaluate the basis for the bid or proposal protest. The Director shall provide the protestor with a written statement concurring with or denying the protest. The written decision will then be provided to the protestor.

Use of the above procedures shall be a condition precedent to use of the post-award protest procedures detailed below and/or the institution of any legal or equitable proceedings relative to the bid or proposal. In the event that any such legal or equitable proceedings are instituted and MCRWMA is named as a party thereto, the prevailing party(ies) shall be entitled to recover all attorney's fees and costs incurred in connection with the proceeding.

Post-Award Protest Procedures

Within five (5) business days of the contract being awarded, a bidder or proposer who has complied with the pre-award protest procedures detailed above may file a post-award protest. The post-award protest must:

1. Be in writing;
2. Be signed and dated by the bidder/proposer or someone legally entitled to act on his or her behalf; and
3. Include a detailed statement of the reason for the post-award protest and all facts and documentation supporting the bidder or proposer's position, including any legal authorities or argument.

Post-award protests must be personally delivered or sent by U.S. mail, postage prepaid, to:

Eric Zetz, MCRWMA Director
Merced County Regional Waste Management Authority
7040 North Highway 59
Merced, CA 95348

With Copy to:
Stacie Guzman, Executive Director
Merced County Regional Waste Management Authority
369 W. 18th Street
Merced, CA 95340

With Copy to:
General Counsel, Haden Law Office
2241 N Street
Merced, CA 95340

Failure to file a request for a pre-award protest shall constitute grounds for MCRWMA to deny the protest without further consideration of the grounds stated therein. Any grounds for protest that could have been, but were not, identified in the pre-award protest are deemed waived and will not be considered.

Provided that the protest is filed in strict conformity with the foregoing, MCRWMA's Executive Director or his or her designee shall review and evaluate the basis for the bid or proposal protest, together with the written statement issued by MCRWMA's Director. MCRWMA's Executive Director or his or her designee shall issue a written statement concurring with or denying the protest. The decision of MCRWMA's Executive Director shall be final and not subject to appeal or reconsideration.

Use of the above procedures shall be a condition precedent to the institution of any legal or equitable proceedings relative to the bid or proposal. In the event that any such legal or equitable proceedings are instituted and MCRWMA is named as a party thereto, the prevailing party(ies) shall be entitled to recover all attorney's fees and costs incurred in connection with the proceeding.

PROPOSAL COST SUMMARY FORM (Page 1 of 4)

MCRWMA is requesting a guaranteed price structure for the three (3) year contract term. There will be two one (1) year extension options. Proposer is to provide costs based on volume that include all labor, materials, transportation, and disposal/recycling charges for the waste generated. Proposer is to ensure cost is submitted to include any and all costs required to perform the scope of services as described under Section II – Requirements. MCRWMA does not guarantee that it will generate any or all of the items on the list. Note, that materials marked in asterisk (*) are the most common materials MCRWMA has historically received, and will be plugged into a scenario based on historical waste generated, to evaluate cost reasonableness.

Household Hazardous Waste Services – 3 YEAR Term					
Material	Cubic Yard Box (if applicable)	55 gal	30 gal	5 gal	Method(s) of Disposal/Recycling
Latex Paint for Recycling*					
Solvents					
Oil Based Paint*					
Unlabeled Paint					
Aerosols*					
Liquid Pesticides, Poisons*					
Dry Pesticides, Poisons*					
Corrosives*					
Flammable Liquids, Bulked*					
Flammable Solids*					
Acid/Base Liquids*					
Acid/Base Solids*					
Oxidizers*					
Ammonium Nitrate Fertilizer					
Propane Cylinders*					
Non-Reactive Lab packs					
Reactive Lab packs					
Antifreeze*					
Used Motor Oil*					

PROPOSAL COST SUMMARY FORM (Page 2 of 4)

Household Hazardous Waste Services – 3 YEAR Term Continued					
Material	Cubic Yard Box (if applicable)	55 gal	30 gal	5 gal	Method(s) of Disposal/Recycling
Used Oil Filters*					
Mercury Articles					
PCB Waste (includes ballasts) *					
Contaminated Rags					
Contaminated Oil*					
Used Empty Containers and/or Drums for Recycle*					
Household Batteries (Alkaline)*					
Household Batteries (NiCads)*					
Household Batteries (Lithium)*					
Household Batteries -Lead Acid Small (gel cells)*					
Car Batteries*					
Fluorescent Tubes*					
Mixed Electronic Waste					
CRT Units (TV's, computer, monitors) & LCD's					
Universal Waste *					
Other (Specify)					

PROPOSAL COST SUMMARY FORM (Page 3 of 4)

Labor, Equipment, Material and Mobilization Costs – 3 YEAR Term		
Description	Unit of Measure	Price
Field Personnel		
Equipment		
Material		

PROPOSAL COST SUMMARY FORM (Page 4 of 4)

Labor, Equipment, Material and Mobilization Costs – 3 YEAR Term Continued		
Mobilization Costs (Costs for mobilization of personnel, equipment, and per diem for a one-day event)		
Description	Unit of Measure	Price
Any other Costs		

CERTIFICATION

To: Merced County Regional Waste Management Authority
Attn: Merced County Regional Waste Authority Director
7040 N. Highway 59
Merced, CA 95348

Re: Household Hazardous Waste Management Services – Project No. RFP20191025MCRWMA

In compliance with submittal requirements of which this Certification is a part, the undersigned proposes to furnish all services as indicated in the enclosed submittal package for the following price:



The undersigned acknowledges receipt of the following addenda to the RFP:

Addendum No. _____, dated _____
Addendum No. _____, dated _____
Addendum No. _____, dated _____



I am the authorized representative with authority to sign this certification and agree that:

1. The Response has been arrived at by the Proposer independently and has been submitted without collusion, and without any agreement, understanding, or planned common course of action, with any other party which would obstruct fair and open competition;
2. The Proposer is legally entitled to enter into contract with MCRWMA and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of state and federal law; and
3. The Proposer is fully informed regarding the accuracy of the above statements.

NOTICE: Any agreement or collusion among Proposers or prospective Proposers which restrain, tend to restrain, or are reasonably calculated to restrain competition by agreement to respond, or to refrain from responding, or otherwise, is prohibited.

Name of Individual, Partnership, or Corporation

Address

Authorized Person (Print or Type) Authorized Signature

Title of Authorized Person Date

Email Address of Authorized Person Phone Number

NONDEBARMENT CERTIFICATION

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

Instructions for Certification

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
5. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(CONTINUED ON NEXT PAGE)

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

1. The prospective lower tier participant certifies, by submission of this Proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Proposal.

Signature of Authorized Representative: _____ Date: _____

Name/Title: _____

Name of Organization/Business: _____

LOBBYING CERTIFICATION

This form is to be submitted with an offer exceeding \$100,000.

The Proposer or Bidder certifies, to the best of its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a federal department or agency, a member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a member of the U.S. Congress in connection with the awarding of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification thereof.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal Contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction, as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). *
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, USC § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

THE PROPOSER OR BIDDER, _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE PROPOSER OR BIDDER UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 USC §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

Name of the Proposer's or Bidder's authorized official: _____

Title: _____

Signature: _____ Date: _____

* **NOTE:** Per paragraph 2 of the included form Lobbying Certification, add Standard Form-LLL, "Disclosure Form to Report Lobbying," ***if applicable.***

REFERENCE LIST

Complete and return with the submittal package. Three references are required.

REFERENCE NO. 1 - AGENCY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TITLE: _____

E-MAIL: _____ TELEPHONE NUMBER: _____

AMT. OF CONTRACT: _____ DATE/TYPE OF SERVICE _____

REFERENCE NO. 2 - AGENCY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TITLE: _____

E-MAIL: _____ TELEPHONE NUMBER: _____

AMT. OF CONTRACT: _____ DATE/TYPE OF SERVICE _____

REFERENCE NO. 3 - AGENCY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TITLE: _____

E-MAIL: _____ TELEPHONE NUMBER: _____

AMT. OF CONTRACT: _____ DATE/TYPE OF SERVICE _____

SAMPLE AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of February/March 2020 by and between Merced County Regional Waste Management Authority, a California joint powers authority within the meaning of Government Code § 6500 et seq (hereinafter referred to as "MCRWMA"), and *To Be Determined*, (hereinafter referred to as "CONTRACTOR").

It is agreed between the parties that:

Section One – Scope of Services

CONTRACTOR agrees to perform all work necessary to complete, in a manner satisfactory to MCRWMA, those items described in Exhibit A – Scope of Services and incorporated herein by this reference as if set forth in full.

Section Two – Notice to Proceed

MCRWMA shall serve an email notice to proceed upon full execution of this Agreement. Upon receipt of such notice, CONTRACTOR shall diligently proceed with the work authorized and complete it within the agreed time period.

Section Three – Term

CONTRACTOR shall commence work immediately following execution of this Agreement. CONTRACTOR shall complete the performance of its obligations under this Agreement by February, 2023. All work is contingent upon available funding and successful performance. The contract may be extended by MCRWMA for up to two (2) additional one-year terms and shall be based on available funding and successful performance. The contract will be a fixed price contract for the full term including options.

Section Four – Compensation

For services performed pursuant to this Agreement, MCRWMA agrees to pay and CONTRACTOR agrees to accept as payment in full, the amounts as identified on the cost summary provided in Exhibit B. CONTRACTOR shall be reimbursed no later than thirty (30) days following submission of a written, acceptable billing to MCRWMA. Written billing must include details of tasks and/or work completed relevant to the billing payment request.

In the event MCRWMA disputes all or any part of a bill submitted by CONTRACTOR pursuant to this Agreement, MCRWMA shall pay the undisputed portion of the invoice when due and shall notify CONTRACTOR of the disputed amount in writing at least ten (10) days prior to the due date of the disputed invoice. The Parties shall use best efforts to resolve the dispute amicably and promptly. Upon determination of the correct billing amount, MCRWMA shall pay such amount within ten (10) days of such determination.

Section Five – Insurance

CONTRACTOR shall, for the duration of this Agreement, purchase and maintain insurance to protect against loss resulting from the performance of its duties under this Agreement. Said insurance coverage shall comply with the following minimum requirements:

- A. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury,

- personal injury and property damage. If Commercial General Liability or any other policy with a general aggregate limit is used, either the aggregate limit shall be endorsed to apply separately to this project or the aggregate limit shall be twice the above occurrence limit.
- B. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - C. Professional Liability or Errors and Omissions Insurance: \$1,000,000.

Original certificates of such insurance shall be filed with MCRWMA. Said certificates shall evidence coverage through the term of this Agreement, reference the agreement number, and shall name MCRWMA as an additional insured, with the exception of Professional Liability or Worker's Compensation. Modifications to insurance requirements must be approved by MCRWMA in writing. CONTRACTOR is responsible for providing MCRWMA updated insurance documents annually.

CONTRACTOR shall maintain worker's compensation coverage sufficient to comply with statutory requirements and limits as required by the California Labor Code, including Employers' Liability limits of \$1,000,000 per accident.

All policies shall be endorsed to waive the insurer's subrogation rights against MCRWMA.

Section Six – Changes to Scope

MCRWMA may at any time, and upon a minimum of ten (10) days written notice, modify the scope of basic services to be provided under this Agreement. CONTRACTOR shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify MCRWMA in writing. Upon agreement between MCRWMA and CONTRACTOR as to the extent of said impacts on time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the amendment by MCRWMA and CONTRACTOR shall constitute the CONTRACTOR 's notice to proceed with the changed scope.

Section Seven – Compliance with Laws, Rules, and Regulations

All services performed by CONTRACTOR pursuant to this Agreement shall be undertaken with usual and customary professional care to be performed in accordance and full compliance with all applicable federal, state or city statutes, and any rules or regulations promulgated thereunder.

Section Eight – Responsibility of CONTRACTOR

By executing this Agreement, CONTRACTOR warrants to MCRWMA that it possesses, or will arrange to secure from others, all of the necessary professional services and resources and facilities to provide MCRWMA with the services contemplated under this Agreement. CONTRACTOR further warrants that it will follow the best current, generally accepted practice of the profession to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the project for which services are rendered under this Agreement.

Section Nine – Responsibility of MCRWMA

To the extent appropriate to the Project contemplated by this Agreement, MCRWMA shall:

- A. Assist CONTRACTOR by placing at its disposal all available information pertinent to the project.
- B. Examine all studies, reports, proposals and other documents presented by CONTRACTOR, and render verbally or in writing, as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the services of CONTRACTOR.

- C. The Site Supervisor, or designee, will act as MCRWMA's representative with respect to all work to be performed under this Agreement. Such person shall have complete MCRWMA to transmit instructions, receive information, and interpret and define MCRWMA's policies and decisions with respect to materials, equipment, elements and systems pertinent to CONTRACTOR 's services.

Section 10 – Termination for Convenience of MCRWMA

MCRWMA may terminate this Agreement, with or without cause, at any time by giving CONTRACTOR ten (10) days written notice of such termination. If this Agreement is terminated by MCRWMA as provided herein, CONTRACTOR shall be paid a total amount that is the ratio of completed tasks to total services as determined by MCRWMA, less payments already made under this Agreement. This proration shall be extended to cover any fixed fee charged for a fully completed product. Upon termination, CONTRACTOR will give MCRWMA all of its work product.

Section 11 – Interest of Officials and CONTRACTOR

- A. No member of or delegate to the Congress of the United States of America nor any Resident Commissioner shall be admitted to any share or part hereof or to any benefits to arise herefrom.
- B. CONTRACTOR hereby covenants that it has, at the time of the execution of this Agreement, no interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Agreement. CONTRACTOR further covenants that in the performance of this work, no person having any such interest shall be employed.

Section 12 – Subcontracting

- A. CONTRACTOR shall not subcontract or otherwise assign any portion of the work to be performed under this Agreement without the prior written approval of MCRWMA.
- B. All subcontracts shall be subject to the provisions contained in this Agreement between MCRWMA and CONTRACTOR.
- C. If the subcontractor is a Disadvantaged Business Enterprise, prompt payment and return of retainage requirements apply, as referenced in 49 CFR 26.29. CONTRACTOR will provide payment records upon MCRWMA's request.
- D. CONTRACTOR cannot terminate a subcontractor, including a DBE subcontractor, for convenience if CONTRACTOR listed the subcontractor in response to the RFP, and then perform the work of the terminated subcontract with its own forces or those of an affiliate, without MCRWMA's prior written consent.

Section 13 – Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of any successors or assigns.

Section 14 – Independent Contractor

MCRWMA and CONTRACTOR agree that CONTRACTOR is an independent contractor and that no employer-employee relationship exists between MCRWMA and CONTRACTOR or any of its subcontractors. CONTRACTOR shall be solely responsible for the conduct and control of the work performed under this Agreement. CONTRACTOR shall be free to render services to others during the term of this Agreement so long as such activities do not interfere with or diminish CONTRACTOR 's ability to fulfill the obligations established herein to MCRWMA.

Section 15 – Dispute Resolution, Attorney Fees, Jurisdiction, and Venue

In any action, suit or proceeding arising out of or in any way connected with the performance of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs. Notwithstanding any other provision of this Agreement, any disputes concerning any question of fact or law relating to this Agreement or any litigation or arbitration arising out of this Agreement shall be interpreted pursuant to California law, subject to the jurisdiction of the Superior Court of California, and venued in the County of Merced. CONTRACTOR expressly waives federal jurisdiction.

Section 16 – Publication

No reports relating to this work shall be published by CONTRACTOR without written permission of MCRWMA.

Section 17 – Indemnification

CONTRACTOR shall indemnify and defend MCRWMA and hold it harmless from and against any and all claims, demands, or liability arising out of or in any way connected with the performance of this Agreement. Indemnity shall apply to any acts, omissions, willful misconduct, or negligent conduct, whether active or passive, unless liability is caused solely by the negligent or willful misconduct of MCRWMA. CONTRACTOR will, on request and at its own expense, defend any action, suit, or proceeding arising hereunder and shall reimburse and pay MCRWMA for any loss, cost, damage, or expense, including attorney's fees suffered by it hereunder.

Section 18 – Ownership of Documents

All documents, methodological explanations, computer programs, drawings, designs and reports generated as a result of work on this Agreement shall be the property of MCRWMA.

Section 19 – Documentation/Access to Records

CONTRACTOR shall document the results of the work with each billing, to the satisfaction of MCRWMA. Such documentation shall include a progress summary, listing attainment of Agreement objectives. CONTRACTOR shall work with MCRWMA to ensure that all paperwork requirements are met.

CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred, and make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment to CONTRACTOR. Such materials shall be available for inspection by authorized representatives of MCRWMA, or the copies thereof shall be furnished if requested. The FTA, FHWA, Comptroller General of the United States, or any authorized representative, shall have access to any books, documents, papers and records of the CONTRACTOR, which are directly pertinent to that specific Agreement, for the purpose of making audit, examination, excerpt and transcriptions.

Section 20 – Waiver

No waiver by either party of any default, breach, or condition precedent shall be valid unless made in writing and signed by the parties hereto. No oral waiver of any default, breach, or condition precedent shall be binding on any of the parties hereto. Waiver by either party of any default, breach, or condition precedent shall not be construed as a waiver of any other default, breach, or condition precedent, or

any other right hereunder.

In no event shall the making, by MCRWMA, of any payment to CONTRACTOR constitute, or be construed as, a waiver by MCRWMA of any breach of covenant, or any default which may then exist, on the part of CONTRACTOR. The making of any such payment by MCRWMA while any such breach or default shall exist, shall not be construed as acceptance of substandard or careless work or as relieving CONTRACTOR from its full obligations under this Agreement.

Section 21 – Notices

Any notices required to be given pursuant to this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service, addressed to the parties as follows:

- A. To MCRWMA: MCRWMA Director
Merced County Regional Waste Management Authority
7040 N. Highway 59
Merced, CA 95348

- B. To CONTRACTOR: Contact Name, Title
Agency/Company Name
Street Address
City, State, Zip Code

Nothing hereinabove shall prevent either MCRWMA or CONTRACTOR from personally delivering any such notices to the other.

Section 22 – Integration

This Agreement, and Exhibits A and B represent the entire understanding of MCRWMA and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by MCRWMA and CONTRACTOR.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the day and year first above written.

Regional Waste Management Authority:

CONTRACTOR /FIRM/AGENCY NAME:

By _____
Stacie Guzman, Executive Director

By _____
Contact Name, Title

APPROVED AS TO FORM:

By _____
General Counsel
Haden Law Office