

REQUEST FOR QUALIFICATIONS

For

RECOVERED ORGANIC WASTE PRODUCTS PROCUREMENT SERVICES



**CITY OF SAN RAMON
PUBLIC WORKS DEPARTMENT
PUBLIC SERVICES DIVISION**

Issued: July 5, 2023

SOQ Deadline: July 19, 2023 at 2:00 p.m.

to

**City Clerk
San Ramon City Hall
7000 Bollinger Canyon Road
San Ramon, CA 94583**

Attn: City Clerk

**CITY OF SAN RAMON
REQUEST FOR QUALIFICATIONS**

Table of Contents

1. ABOUT THE CITY	1
2. THE SERVICES	1
A. Summary	1
B. Form of Agreement	1
C. Scope of Services	1
3. REQUEST FOR QUALIFICATION PROCEDURES	2
A. Requests for Information	2
B. Pre-Submittal Meeting	2
C. Submittal Instructions	2
D. Planned RFQ Schedule	2
E. Addenda	3
4. SOQ REQUIREMENTS	3
A. Cover Letter	3
B. General Qualifications	4
C. Experience	4
D. Staffing	4
E. Price	4
F. Proposed Approach	4
5. EVALUATION	4
6. SELECTION AND AWARD	5
A. Review	5
B. Award	5
C. Protest Procedures	5
7. MISCELLANEOUS	5
A. Disclaimers and Reservation of Rights	5
B. Conflict of Interest	5
C. Public Records	6

CITY OF SAN RAMON REQUEST FOR QUALIFICATIONS

The City of San Ramon (“**City**”) requests a statement of qualifications (“**SOQ**”) from qualified individuals or firms (individually, a “**Respondent**” and collectively, “**Respondents**”) for Recovered Organic Waste Products Procurement Services, as part of Senate Bill 1383 Implementation Project (“**Project**”).

1. ABOUT THE CITY

The City of San Ramon was incorporated in 1983 as a Charter City and located in the San Ramon Valley of Contra Costa County, approximately 35 miles east of the City of San Francisco in the San Francisco Bay Area. The San Ramon Valley has long been considered one of the most desirable living areas in the Bay Area because of its scenic beauty, suburban charms, excellent school systems, and proximity to major employment centers. The City occupies a land area of 18.56 square miles and is surrounded by the communities of Danville and Dublin, as well as the unincorporated lands in both the Alameda and Contra Costa Counties.

The City operates under a Council-Manager form of government with over 250 employees, serving a population of approximately 81,344. Additional information about the City is available online at www.sanramon.ca.gov.

2. THE SERVICES

A. Summary. The City requires Recovered Organic Waste Products Procurement or Brokering (“**Services**”) to meet the City’s Senate Bill No. 1383 (“SB 1383”) requirement for annual procurement target of compost. Compost is to be sold by Respondent, to a Direct Service Provider (as defined by SB 1383), (farmers or ranchers) to be applied to crops in California to take advantage of the regional carbon sequestration benefits of compost application. Respondent will provide all necessary reporting to allow the City to be fully compliant with all applicable State Laws and CalRecycle requirements. The City anticipates that it will award a contract for services through December 31, 2024, with an option to renew for up to four (4) successive one (1) year contracts thereafter.

B. Form of Agreement. A copy of the City’s standard Professional Services Agreement (“**Agreement**”), is attached hereto as **Attachment A** and incorporated herein. By submitting an SOQ, the Respondent agrees to enter into the Agreement using the attached form with no exceptions to the form of the Agreement.

C. Scope of Services. The required Scope of Services is attached hereto as **Attachment B** and incorporated herein. By submitting an SOQ, the Respondent

represents that it is fully qualified and available to provide the Services as set forth in the Scope of Services, and that it agrees to provide those Services as specified if it is awarded the Agreement, which will attach and incorporate the Scope of Services.

3. REQUEST FOR QUALIFICATION PROCEDURES

A. Requests for Information. Questions or objections relating to the RFQ, the attachments hereto, the RFQ procedures, or the required Services may only be submitted via email to Jonette Fuentes, Administrative Analyst at jfuentes@sanramon.ca.gov by 1:00 p.m., Monday, July 17, 2023 (the “**Request for Information Deadline**”). Any questions or objections that are not submitted in the manner specified and by the Request for Information Deadline will be deemed waived. City will not be bound by the oral representations of any City officials, employees, or representatives.

B. Pre-Submittal Meeting. A Pre-Submittal Meeting will not be held.

C. Submittal Instructions. SOQs must be *received* by the City by or before **Wednesday, July 19, 2023 at 2:00 p.m.** (“**SOQ Deadline**”). Respondent must submit one (1) original and three (3) identical copies of the SOQ in a sealed envelope labeled with Respondent’s name and return address, marked “SOQ for **Recovered Organic Waste Products Procurement Services**,” and addressed as follows:

City Clerk
 City of San Ramon
 7000 Bollinger Canyon Road
 San Ramon, CA 94583

The SOQ may be hand-delivered, sent via overnight delivery, or by regular mail, provided that it is received by the City no later than the SOQ Deadline. Late submissions will be disregarded.

D. Planned RFQ Schedule. The following schedule is provided for planning purposes based on current information. However, all dates are subject to revision, including the SOQ Deadline, and may be amended by addenda to this RFQ:

ACTIVITY	PLANNED DATES/TIME
RFQ Issued	Wednesday, July 5, 2023
Request for Information Deadline	Monday, July 17, 2023 at 1:00 p.m.
SOQ Deadline	Wednesday, July 19, 2023 at 2:00 p.m.
Notice of Selection	Friday, July 21, 2023
Council Approval and Award	Tuesday, August 8, 2023
Commence Services	Friday, September 1, 2023

E. Addenda. City reserves the right to issue addenda to modify the terms and conditions of this SOQ, including modifications to the SOQ Deadline or to the Attachments to this SOQ. Addenda will be posted on the City's website at [http://www.sanramon.ca.gov/our city/bids r f p](http://www.sanramon.ca.gov/our_city/bids_rfp). Each Respondent is solely responsible for checking the City's website for addenda, and for reviewing all addenda before submitting its SOQ.

4. SOQ REQUIREMENTS

Each SOQ must be submitted in compliance with the requirements of this RFQ. Each SOQ must respond to the items listed below. *Clarity and brevity are preferable to volume.* Do not attach brochures or promotional materials to the SOQ. SOQs should not exceed **twenty-five (25)** one-sided pages, excluding any tabs or dividers. However, resumes may be included in an appendix and not counted in the total page count. By submitting an SOQ, the Respondent agrees that the pricing and proposed approach to providing the Services, including staffing, constitute a firm offer to enter into the Agreement with the City, and that the offer will remain open for 60 days following the SOQ Deadline.

A. Cover Letter. Provide a brief cover letter that includes all the following information:

- (1) Respondent's name, address, phone number, and website address;
 - (2) Type of organization (e.g. corporation, partnership, etc.);
 - (3) A summary of general information about Respondent and the types of services it provides in relation to the Services required by the City;
 - (4) Contact information, including name, title, address, phone number, and email, of Respondent's primary representative for purposes of this RFQ; and
- INCLUDE THE STATEMENTS BELOW:**
- (5) Respondent agrees that it has confirmed receipt of or access to, and reviewed, all addenda issued for this RFQ. Respondent waives any claims it might have against the City based on its failure to receive, access, or review any addenda for any reason. Respondent specifically acknowledges receipt of the following addenda:

Addendum: Date Received:

01 _____
02 _____
; and

- (6) Respondent has read and understood the insurance requirements outlined in **Attachment A**, and hereby affirms (1) the cost of providing such insurance has been incorporated in the Respondent's Proposal, and (2) Respondent will be able to obtain the required insurance coverage if awarded the contract.

The cover letter must be signed by a representative that is authorized to bind Respondent by contract and must state name, title, and email address.

B. General Qualifications. Provide a brief description of the Respondent's business, including the number of years in business under the current name. Describe the size of the business, including total number of employees and offices, and identify and briefly describe each local office that will be involved in providing the Services if awarded the Agreement. Describe how and why Respondent is qualified to provide the Services.

C. Experience. Identify services Respondent has provided in the last five (5) years that are similar in scope and nature to the Services required by this RFQ, particularly with respect to services provided to other cities or public agencies. For each example, provide (1) a brief description of the services provided, (2) an explanation of why this experience is relevant to the required Services, and (3) the name and address of the contracting agency, including contact information for a reference check (name, title, phone number, and email address).

D. Staffing. Identify by name and title Respondent's key personnel that will be assigned to provide the Services and for each, include a resume with their education, training, and experience. Identify by name, address, and website, each subconsultant or subcontractor, if any, that will be involved with providing the Services, including the proposed role for each such subconsultant or subcontractor. Include all applicable license numbers for any license required to perform the Services.

E. Price. Provide a detailed price proposal that is fully inclusive of all costs to provide the Services, including hourly billing rates, all labor, materials, equipment, supplies, the insurance required under the terms of the Agreement, travel fees, per-ton pricing for compost and all unit pricing required to determine expected final costs to the City.

F. Proposed Approach. Briefly describe Respondent's proposed approach to providing the Services and how that approach will offer value to the City, including key deliverables and timeline.

5. EVALUATION

The factors that the City will consider in evaluating SOQs are as follows:

- General qualifications 1-15 points
- Relevant experience 1-15 points
- Proposed staffing 1-15 points
- Pricing 1-15 points
- Proposed approach 1-10 points
- Responsiveness 1-10 points
- References 1-10 points
- Interview (if requested) 1-10 points

6. SELECTION AND AWARD

A. Review. SOQs will be reviewed for responsiveness and evaluated and ranked based on the factors listed in Section 5, above. When the evaluation is complete, the SOQs will be ranked based on total scores to identify the SOQ that is the most advantageous to the City. Acting in its sole discretion, the City may elect to conduct interviews with shortlisted Respondents.

B. Award. The City will award the Agreement, if at all, to the Respondent that is determined by the City, acting in its sole discretion, to offer the most advantageous SOQ to the City based on the City's review, as outlined above. City staff will submit its recommendation to the City Council or the awarding officer, as applicable, for award of the Agreement to the Respondent that it determines to offer the most advantageous SOQ. The Respondent will be notified of staff's intended recommendation by a Notice of Selection, which will be posted on the City's website at www.sanramon.ca.gov/our_city/bids_rfp, and which may also be emailed to each Respondent that submits an SOQ.

C. Protest Procedures. Any protest challenging the City's intended selection or the selection process must be submitted no later than 5:00 p.m., on the fifth business day following the date of the Notice of Selection. The protest must be submitted in writing via email to City Clerk at cityclerk@sanramon.ca.gov, copy to ifuentes@sanramon.ca.gov and must clearly specify the basis for the protest. The protest will be reviewed by the Public Works Director in consultation with the City Attorney's Office, and their determination on the protest is final. No public hearing will be held on the protest. Time being of the essence, the City reserves the right to proceed with award of the Agreement and commencement of the Services notwithstanding any pending protest or legal challenge.

7. MISCELLANEOUS

A. Disclaimers and Reservation of Rights. Upon receipt, each SOQ becomes the sole property of City and will not be returned to the Respondent. Each Respondent is solely responsible for the costs it incurs to prepare and submit its SOQ. The City reserves, in its sole discretion, the right to reject any and all SOQs, including the right to cancel or postpone the RFQ or the Services at any time, or to decline to award the Agreement to any of the Respondents. The City reserves the right to waive any immaterial irregularities in an SOQ or submission of an SOQ. The City reserves the right to reject any SOQ that is determined to contain false or misleading information, or material omissions.

B. Conflict of Interest. Respondents must disclose to the City any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to Respondent, any employees of Respondent, or any other person relative to the Services to be provided pursuant to this RFQ. This RFQ process will be conducted in compliance with all laws regarding political contributions, conflicts of interest, or

unlawful activities. City employees are prohibited from participating in the selection process for this RFQ if they have any financial or business relationship with any Respondent.

C. Public Records. The City is subject to the provisions of the California Public Records Act (Govt. Code § 6250 et seq.) (the “**Act**”), and each SOQ submitted to the City is subject to disclosure as a public record, unless the SOQ or any portion thereof is exempt under the Act. If a Respondent believes that any portion of its SOQ is exempt from disclosure under the Act, it must clearly identify the portion(s) it believes to be exempt and identify the basis for the exemption. Each Respondent bears the burden of proving any claimed exemption under the Act, and by submitting an SOQ, a Respondent agrees to indemnify, defend, and hold harmless the City against any third party claim seeking disclosure of the SOQ or any portions thereof.

Attachments:

Attachment A – Form of Agreement
Attachment B – Scope of Services

Attachment A – Form of Agreement

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF SAN RAMON AND
CONTRACTOR
FOR
RECOVERED ORGANIC WASTE PRODUCTS PROCUREMENT SERVICES**

This is an Agreement between the City of San Ramon, a municipal corporation, (“CITY”) and Contractor, (“CONTRACTOR”) together referred to as the “Parties.”

RECITALS

WHEREAS, CITY solicited Statements of Qualifications (“SOQ”) by Request for Proposals (“RFP”) for Recovered Organic Waste Products Procurement or Brokering Services; and

WHEREAS, after review of all SOQs submitted pursuant to said RFQ, CONTRACTOR’s SOQ on the project was accepted by the CITY and identified as most advantageous; and

WHEREAS, CONTRACTOR by reason of qualifications, experience, and facilities for performing the type of services contemplated herein, is willing to provide the requested services; and

WHEREAS, the City Council has authorized the Mayor to enter into an agreement for Recovered Organic Waste Products Procurement Services by adopting Resolution No. 20XX-XX on DATE APPROVED BY CITY COUNCIL; and

WHEREAS, CONTRACTOR is willing to provide the requested services.

NOW, THEREFORE, in consideration of the mutual promises set forth, CITY and CONTRACTOR agree as follows:

1. **Award of Agreement.** In response to the Request for Qualifications, Contractor has submitted a Statement of Qualifications to perform the Work as set forth in the Request for Qualifications, Attachment B – Scope of Work. On _____, 20__, City authorized award of this Agreement to Contractor for the amount set forth in Section 6, below.
2. **RFQ Documents.** The RFQ Documents incorporated into this Agreement include and are comprised of all of the documents listed below.

Sections

- 2 The Services
- 3 Request for Qualification Procedures
- 4 SOQ Requirements

- 5 Evaluation
- 6 Selection and Award
- 7 Miscellaneous

3. **Scope of Service.** The scope of services covered by this Agreement including mandatory timeframes for performance, deadlines, and the maximum fee are further described in **Exhibit A**, attached and incorporated herein by reference.

CONTRACTOR shall comply with specific standards or governmental requirements applicable to specific tasks hereunder or as may be necessary to enable CONTRACTOR to provide the services required hereunder.

4. **Modification of Agreement.** CITY may request changes to this Agreement including the Scope of Services to be performed by CONTRACTOR. Such requests shall be made in writing exclusively by CITY'S designated Project Manager, and shall describe in detail the proposed additions, deletions, or modifications. Such requests will include tabulation of costs, expenses, and time required to complete the requested work. CONTRACTOR shall have the length of time specified in the request to reply in writing to the request. Neither CITY'S request nor CONTRACTOR'S reply shall constitute a modification of this Agreement. Any modification shall be contained in a written amendment to the Agreement and will be effective only if signed by both parties. Execution of the amendment by CITY shall constitute authorization to proceed with the work identified therein.

5. **Time of Performance.** This Agreement shall commence as of September 1, 2023, through December 31, 2024. CONTRACTOR may commence work as of the date authorized by CITY's Project Manager which date may be prior to execution of this Agreement.

However, CONTRACTOR is under no obligation to commence work hereunder prior to execution of this Agreement.

CITY shall have the option to renew this Agreement for not more than four (4) successive one (1) year terms, upon the same terms and conditions as provided in this Agreement. Any contract extension or amendment must be in writing and fully executed by both parties to take effect.

6. **Compensation.** CITY agrees to pay CONTRACTOR at the rates set forth in Exhibit A, and incorporated herein, in a sum not-to-exceed **XX DOLLARS (\$XX,XXX.XX)**. No compensation shall be made in excess of this amount. This amount includes any and all costs and reimbursable expenses as specified in **Exhibit A**.

Upon completion and acceptance of the deliverables CONTRACTOR shall submit an itemized invoice for the completed work showing applicable rates and charges as agreed to hereunder and the total amount due.

Due to continued potential for service level reductions and budget cuts; there is no guarantee that any or all work will be authorized.

For subsequent contract amendments; any price change, of not more than the Consumer Price Index (CPI) for San Francisco – Oakland – San Jose areas, will be applied by the CITY when deemed feasible and appropriate.

7. **Designated Representatives.**

- A. CITY designates Staff Title, Staff Name or his/her designee as its representative in all matters under this Agreement.
 - B. CONTRACTOR designates **Contact Title**, **Contact Name** as its Project Manager for this Agreement. CONTRACTOR may designate a different Project Manager only with prior written authorization from CITY.
8. **Cooperation of the City.** CITY shall make available to CONTRACTOR all financial records and related information necessary for performance of CONTRACTOR'S work under this Agreement.
9. **Independent Contractor.** The Parties intend that this Agreement will create an independent CONTRACTOR/CITY relationship. No agent, employee, or representative of the CONTRACTOR shall be deemed to be an employee, agent, or representative of the CITY for any purpose, and the employees of the CONTRACTOR are not entitled to any of the benefits the CITY provides for its employees. The CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors, or representatives during the performance of this Agreement.

In the performance of the services contemplated in this Agreement, the CONTRACTOR is an independent contractor with the authority to control and direct the performance of the details of the work; however, the results of the work contemplated in this Agreement must meet the approval of the CITY and shall be subject to the CITY's general rights of inspection and review to secure the satisfactory completion of the work.

10. **Out of State Business.** If CONTRACTOR is an out of state business and does not have a local office within the State of California, CONTRACTOR shall provide to CITY a completed Withholding Exemption Certificate Form as required by the California Franchise Tax Board. If the out of state contractor fails to provide the required form, CITY shall withhold seven (7%) percent of the total payment amount and send the withholdings to the Franchise Tax Board, as required by State law.
11. **Proprietary or Confidential Information.** CONTRACTOR understands and agrees that, in the performance of the work under this Agreement or in contemplation thereof, CONTRACTOR may have access to private, proprietary or otherwise confidential information owned or controlled by CITY, the disclosure of which may be damaging to CITY or to third parties.
- CONTRACTOR agrees that all confidential information disclosed to CONTRACTOR by CITY shall be held in confidence and used only in performance of this Agreement. CONTRACTOR shall exercise the same standard of care to protect such information, as a reasonably prudent businessperson would use to protect its own private, proprietary or confidential information.
12. **Ownership and Final Work Product.** Final work products produced by CONTRACTOR in any form shall be delivered in an easily accessible digital format, where applicable. ALL work products of CONTRACTOR provided hereunder shall become the property of CITY.
13. **Public Records.** CONTRACTOR acknowledges that CITY is subject to the provisions of the California Public Records Act (Govt. Code § 7920.000, *et seq.*) (the "**Act**"); therefore, this Agreement and any writing prepared for or submitted to CITY, including but not limited to CONTRACTOR'S Proposal or Statement of Qualifications, is subject to disclosure as a public record, unless any portion thereof is exempt under the Act. If CONTRACTOR

believes that any portion of a public record is exempt from disclosure under the Act, it must clearly identify the portion(s) it believes to be exempt and identify the basis for the exemption. CONTRACTOR bears the burden of proving any claimed exemption under the Act, and by signing this Agreement and initialing the acknowledgement below, CONTRACTOR agrees to indemnify, defend, and hold harmless CITY against any third party claim seeking disclosure of the public record or any portions thereof.

PLEASE INITIAL:

_____ CONTRACTOR has read and understands the Public Records Act requirements outlined above and hereby affirms that (1) CONTRACTOR bears the burden of proving any claimed exemption under the Act, and (2) CONTRACTOR agrees to indemnify, defend, and hold harmless CITY against any third party claim seeking disclosure of the public record or any portions thereof.

- 14. Financial Records of Contractor.** CONTRACTOR shall maintain accounting records of funds received under this Agreement and full documentation of performance hereunder. CONTRACTOR shall permit CITY to have access to those records for the purpose of making an audit, examination, or review of financial and performance information relating to this Agreement. CONTRACTOR shall maintain such records for a minimum of four (4) years following payment by CITY for the last invoice for such services to be provided. When requested by CITY, CONTRACTOR shall make all such records available to CITY within fourteen (14) days of the request.
- 15. Conflict of Interest.** CONTRACTOR certifies that it has disclosed to CITY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement, CITY Resolution No. 2020-017, California Government Code § 1090, *et seq.*, or the Political Reform Act, as set forth in California Government Code § 81000, *et seq.*, and its accompanying regulations. CONTRACTOR agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop after the date of execution of this Agreement. Any violation of this Section constitutes a material breach of the Agreement.
- 16. Nondiscrimination.** CONTRACTOR represents that it does not and agrees that it shall not discriminate against any employee or applicant for employment because of age, sex (including gender, gender identity, gender expression, transgender, pregnancy, and breastfeeding), religion, color, disability, genetic characteristics or information, race, national origin, ancestry, citizenship status, marital status, military or veteran status, medical condition, or sexual orientation (including homosexuality, bisexuality, or heterosexuality) or any other protected classification as defined and protected by law.
- 17. Prohibited Interest.** No member, officer, or employee of the CITY shall have any interest, direct or indirect, in this Agreement or the proceeds of this Agreement.
- 18. Political Activity Prohibited.** None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.
- 19. Indemnification.**
 - A. CONTRACTOR shall indemnify and hold the CITY and its Council, agents, employees, and officers harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of

any kind or nature, brought against the CITY arising out of, in connection with, or incident to the execution of this Agreement or CONTRACTOR's defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the CITY, or any of its Council, agents, employees, or officers, then this indemnification provision shall be valid and enforceable only to the extent of the negligence of CONTRACTOR; and provided further, that nothing in this Agreement shall require CONTRACTOR to hold harmless or defend the CITY, its Council, agents, employees, or officers from any claims arising from the sole negligence of the CITY, its Council, agents, employees, or officers. CONTRACTOR agrees that the indemnification provided in this Agreement constitutes CONTRACTOR's limited waiver of immunity as an employer; provided, however, this waiver shall apply only to the extent an employee of CONTRACTOR claims or recovers compensation from the CITY for a loss or injury that CONTRACTOR would be obligated to indemnify the CITY for under this Agreement. This limited waiver has been mutually negotiated by the parties and is expressly made effective only for the purposes of this Agreement. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

- B. CONTRACTOR does now remise, release, forever discharge and covenant not to sue the CITY, its Council, agents, servants, employees, officers, successors and assigns, and also any and all other persons, associations and corporations, whether or not named in this Agreement, who, together with the above named, may be jointly and severally liable to CONTRACTOR, of and from any and all actions and causes of action, rights, suits, covenants, contracts, agreements, judgments, claims and demands in law or equity, including claims for contribution, arising from and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries or death, damage to property, and the consequences of the same, which previously have been or which later may be sustained by CONTRACTOR or by any and all other persons, associations and corporations, from all liability arising out of or in connection with this Agreement.
- C. No liability shall attach to the CITY by reason of entering into this Agreement except as expressly provided in this Agreement.

20. Intellectual Property Indemnification. CONTRACTOR shall, at its expense, defend, indemnify and hold harmless CITY and any Indemnified Party against any and all losses arising out of or in connection with any claim that CITY's or Indemnified Party's use or possession of the Goods infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. In no event shall CONTRACTOR enter into any settlement without CITY's or Indemnified Party's prior written consent.

21. Insurance. CONTRACTOR shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by CONTRACTOR, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included on CONTRACTOR's SOQ.

A. Required Insurance. CONTRACTOR shall maintain, at all times, during the term of this Agreement and at CONTRACTOR'S sole cost and expense:

- i. **Comprehensive general** liability (using Insurance Services Office form CG 00 01 or equivalent) in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general

aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be not less than four million dollars (\$4,000,000).

- ii. **Automobile liability** insurance using Insurance Services Office form number CA 0001, Code 1 (any auto) or equivalent with a limit no less than one million dollars (\$1,000,000). Such insurance policy shall contain the same provisions and endorsements as are required herein for comprehensive general liability insurance.
- iii. **Workers' Compensation** insurance and Employer's Liability insurance as required by the laws of the State of California. Said insurance policy shall provide that the insurer waives all rights of subrogation against CITY, its officers, agents, employees and volunteers for losses arising from work performed by CONSULTANT for CITY. Any notice of cancellation or non-renewal of Workers' Compensation policies must be received by CITY at least thirty (30) days prior to such change. CONSULTANT shall require each subcontractor to maintain Workers' Compensation insurance and Employer's Liability insurance in accordance with the laws of the State of California for all of the subcontractor's employees. This requirement may only be waived by CITY upon written verification that CONSULTANT is a sole proprietor and does not and will not have employees during the term of this Agreement.

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

B. The liability policies are to contain, or be endorsed to contain the following provisions:

- i. *Additional Insured Status:* CITY, its Council, officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).
- ii. *Primary Coverage:* For any claims related to this agreement, the **CONTRACTOR's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the CITY, its Council, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its Council, officers, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

- iii. *Umbrella or Excess Policy:* The CONTRACTOR may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the CONTRACTOR’s primary and excess liability policies are exhausted.
- iv. *Notice of Cancellation:* Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to CITY.
- v. *Waiver of Subrogation:* CONTRACTOR hereby grants to CITY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer.
- vi. *Self-Insured Retentions:* Self-insured retentions must be declared to and approved by CITY. The CITY may require the CONTRACTOR to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or CITY. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by CITY. Any and all deductibles and SIRs shall be the sole responsibility of CONTRACTOR or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. CITY may deduct from any amounts otherwise due to CONTRACTOR to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named Insured. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. CITY reserves the right to obtain a copy of any policies and endorsements for verification.
- vii. *Acceptability of Insurers:* Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the CITY.
- viii. *Subcontractors:* CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that CITY is an additional insured on insurance required from subcontractors.

- ix. *Verification of Coverage:* CONTRACTOR shall furnish the CITY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and **a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements**. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the CITY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- x. *Special Risks or Circumstances:* CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

PLEASE INITIAL:

_____ CONTRACTOR has read and understands the insurance requirements outlined above and hereby affirms that (1) the cost of providing such insurance has been incorporated in CONTRACTOR's compensation, and (2) that CONTRACTOR has confirmed that CONTRACTOR will obtain the required insurance coverages upon execution of the Agreement.

- 22. Suspension of Performance.** For the convenience of CITY or because of events beyond the control of CITY, CITY may give written notice to CONTRACTOR to suspend all work under this Agreement. If CONTRACTOR'S work is suspended for longer than a period of one hundred twenty (120) days, an adjustment to CONTRACTOR's compensation may be made for increased costs, if any, and this Agreement shall be modified accordingly.
- 23. Assignment.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR must not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
- 24. Termination.** CITY may terminate this Agreement, in whole or in part, at any time, by providing at least ten (10) days' written notice to the other party. The CONTRACTOR shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit a termination claim to the CITY. If the CONTRACTOR has any property in its possession belonging to the CITY, the CONTRACTOR will account for such property and dispose of it in a manner directed by the CITY.

If the CONTRACTOR fails to perform in the manner called for in this Agreement, or if the CONTRACTOR fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within fourteen (14) days after written notice of such failure, the CITY may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the CONTRACTOR setting forth the manner in which the

CONTRACTOR is in default. The CONTRACTOR will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

25. Invoices, Payments, and Notices. CONTRACTOR shall submit invoices, not more frequently than every two (2) weeks, for the services rendered during the preceding period. Invoices shall describe the beginning and end dates of the billing period, services performed including tasks summary, accounting of hours worked, reimbursable expenses incurred, and any other documentation as may be requested by CITY.

CITY shall make payments based on invoices received for work satisfactorily performed and for authorized reimbursable expenses incurred. CITY shall pay undisputed invoices in net thirty (30) days from receipt of the invoice.

If either party shall desire or is required to give notice to the other such notice shall be given in writing, via prepaid U.S. certified or registered postage, addressed to recipient as follows:

Notices to CITY:

City of San Ramon
Attn: City Clerk
7000 Bollinger Canyon Road
San Ramon, CA 94583
cityclerk@sanramon.ca.gov

Invoices to CITY:
City of San Ramon
Attn: Department Head
Department
7000 Bollinger Canyon Road
San Ramon, CA 94583
@sanramon.ca.gov

Notices to CITY:

City of San Ramon
Attn: City Clerk
7000 Bollinger Canyon Road
San Ramon, CA 94583
cityclerk@sanramon.ca.gov

Invoices to CITY:
City of San Ramon
Attn: Department Head
Department
7000 Bollinger Canyon Road
San Ramon, CA 94583
@sanramon.ca.gov

To CONTRACTOR:

[Company]
Attn: Contact Name, Title
Address
Address
Email

To CONTRACTOR:

CONTRACTOR
Attn: Contact Name, Title
Address
Address
Email

Changes to the above information shall be given to the other party in writing ten (10) business days before the change is effective.

26. Commencement, Completion and Closeout. Time is of the essence in the performance of this Agreement. Any time extension granted to CONTRACTOR must be in writing and shall not constitute a waiver of right CITY may have under the Agreement.

It shall be the responsibility of CONTRACTOR to coordinate and schedule the work to be performed so that commencement and completions take place in accordance with the provisions of the Agreement. Within thirty (30) days of completion CONTRACTOR shall submit to CITY a final billing to include all costs, charges, and claims in connection with the completed work. CITY shall not be required to pay for any work or claims not included on the aforementioned final billing.

27. Jurisdiction, Venue, and Governing Law. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Contra Costa, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county. This Agreement shall be governed by the laws of the State of California.

28. Severability. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

If it should appear that any provision of this Agreement is in conflict with any statutory provision of the state of California, such conflicting provision shall be deemed inoperative and null and void insofar as it may be in conflict with such statutory provisions and shall be deemed modified to conform to such statutory provisions.

29. Entire Agreement, Time of Essence, No Waiver. The parties agree that this Agreement is the complete expression of the terms of this Agreement and any oral representations or understandings not incorporated in this Agreement are excluded. Failure to comply with any of the provisions of this Agreement shall constitute material breach of contract and cause for termination. Both parties recognize that time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement. In the event of conflict between the body of this Agreement and its Exhibit(s), the terms of the body of this Agreement shall prevail.

30. Signatures and Counterparts. This Agreement may be entered into by the Parties by signing any one or more counterparts, all of which shall constitute one and the same instrument. It is understood and agreed that this Agreement shall become effective and binding when one or more counterparts have been executed by each party and delivered to each other party. Additionally, electronic, facsimile, and scanned signatures shall be binding the same as originals.

Signatures intentionally omitted

Attachment B – Scope of Services

San Ramon's estimated population for Year 2021 per the California Department of Finance was 83,863. Based on this population, the annual procurement target for the City of San Ramon is 6,709 tons of mulch, or 3,891 tons of compost per the requirements of SB 1383.

CONTRACTOR will procure, or arrange for the transfer of, the following Products on behalf of the CITY to achieve compliance per SB 1383 regulations:

Compost or composted mulch:

1167 tons from the date of execution of this agreement to the close of calendar year 2023.

2,529 tons during calendar year 2024.

3,891 tons during calendar year 2025 and beyond.

CONTRACTOR will provide the Products to various farms, ranches, or similar (hereinafter "Direct Service Provider"), for purposes of agricultural use, soil conditioning, and carbon sequestration at the farms, ranches, or similar.

CONTRACTOR will procure the products from CalRecycle-approved composting facilities. CONTRACTOR shall provide to CITY record-keeping and reporting services as described in Record-keeping and Reporting Requirements.

Recovered Organic Material Product Criteria

As required in [14 CCR 18993.1\(f\)\(1\)](#), compost procured to perform the Services shall meet the following criteria:

1. Materials:

Acceptable materials are:

- Compost, including fine, medium, and coarse compost.
- The portion of topsoil, biotreatment soil mix, or other blend that is compost.
- Mulch

Unacceptable materials include:

Compost that exceeds state maximum limitations for pathogens, metals, and physical contaminants in [14 CCR § 17868.2](#) – [17868.3.1](#).

- Digestate
- Biosolids/sewage sludge
- Manure
- Biochar
- Uncomposted compostable materials
- Synthetic fertilizer, nitrolized sawdust, gypsum, urea
- Topsoil, fill (except as described in (1)(a)(ii))

2. Sources:

Acceptable sources of compost are (per [14 CCR 18993.1\(f\)\(1\)](#)):

- A compostable materials handling facility with a Full Solid Waste Facility Permit or Registration Permit, or is authorized under the Enforcement Agency Notification Tier under [14 CCR § 17854.1](#)
- A large-volume in-vessel digestion facility that composts on-site.

Recordkeeping and Reporting Requirements

CONTRACTOR shall keep and maintain a complete copy of all records regarding its provision of Services to CITY. Records shall be maintained on a calendar year basis, i.e., for each calendar year in which CONTRACTOR procures compost for CITY under an Agreement. All record keeping and reporting shall be sufficient to meet the requirements of CalRecycle and all applicable state and federal laws and regulations and shall at a minimum include the following:

1. Reporting:

CONTRACTOR shall submit quarterly reports by the following dates, provided services were rendered during the preceding quarter:

- April 31st
- June 31st
- October 31st
- January 31st

2. The following information shall be included on each quarterly report:

The total compost provided to Direct Service Providers during the reporting period and to date.

The following information on the compost provided to each Direct Service Provider:

- Quantity of compost
- Compost producer information:
 - (1) Name of facility
 - (2) Physical location (address)
 - (3) Contact information
- Direct Service Provider information:
 - (1) Name of Direct Service Provider
 - (2) Description of where compost was used
 - (3) A general description of how the compost was used.

3. The following submittals shall be included with each report:

- All invoices or similar evidencing Direct Service Provider's receipt of compost on CITY's behalf.

- Test data sheets showing that each compost supplied to Direct Service Providers complies with the CITY specifications, including requirements described above.