

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND Stericycle
Environmental Solutions**

This Agreement is entered into this _____ day of _____ 2018, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Stericycle Environmental Solutions, hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing household hazardous waste management services.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Attachment 1 – 2018 Final HHW Event Schedule
- Attachment 2 – San Mateo County Household Hazardous Waste Program EPA ID Numbers
- Attachment 3 – CESQG Pricing
- Attachment 4 – Standard Equipment and Supplies List and Pricing
- Attachment 5 – Labor Detail
- Attachment 6 – Disposal Pricing Matrix
- Attachment 7 – Container Weights Matrix
- Attachment 8 – Waste Destination Facilities
- Attachment 9 – Disposal Site Qualifications
- Attachment 10 – § 504 Compliance

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed one million and five hundred

thousand dollars (\$1,500,000.00). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2018, through June 30, 2021.

5. Termination

This Agreement may be terminated by Contractor or by the Chief of the Health System of County or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission,

or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- (a) Comprehensive General Liability... \$1,000,000
- (b) Motor Vehicle Liability Insurance... \$1,000,000
- (c) Professional Liability..... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to

execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if

Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Elizabeth Rouan, Household Hazardous Waste Program Coordinator
Address: 2000 Alameda de las Pulgas, Suite 100
San Mateo, CA 94403
Telephone: (650)655-6202
Facsimile: (650)525-9418
Email: erouan@smcgov.org

In the case of Contractor, to:

Name/Title: Marc Winkler, Household Hazardous Waste Operations Manager
Address: Stericycle Environmental Solutions
11855 White Rock Rd
Rancho Cordova, CA 95742
Telephone: 916-351-0980
Facsimile: 916-351-1707[insert]
Email: Marc.Winkler@stericycle.com

18. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

19. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: **Stericycle Environmental Solutions**

Marc Scott

Contractor Signature

06/20/2018

Date

Marc Scott

Contractor Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

I. SERVICES TO BE PERFORMED BY CONTRACTOR

A. Compliance - The performance of these services shall be in full compliance with all applicable Federal, State, and local laws, rules, regulations and orders, including, but not limited to the Resource Conservation and Recovery Act (RCRA), Occupational Safety and Health Act (OSHA), and regulations, rules and orders of the United States Environmental Protection Agency (EPA), the Department of Transportation (DOT), the State Department of Toxic Substance Control (DTSC) and the California Highway Patrol (CHP).

B. Operational and Strategy Meetings - Contractor will attend operational and strategy meetings and participate in conference calls with program staff and other appropriate parties throughout the term of the contract. County reserves the right to choose time, location, and day of above referenced meeting coordinated by Program Coordinator.

C. Work Plan - The Contractor shall submit a work plan and procedures for identifying, categorizing, packaging, labeling, manifesting, consolidating oil/solvent base paint and solvents, transporting, treating, reusing, recycling, and disposing of hazardous products and wastes collected by the County from households and CESQG's.

D. Collection Sites - Services shall be performed at the County permanent facility, temporary and satellite facilities, and at the Product Reuse Give Away Warehouse.

A Schedule of Collections for 2018 is attached (Attachment 1) List of Collection Sites is attached (Attachment 2)

This is an estimate only and the County is not obligated to any specific quantity of collections, events and/or product and waste pick-ups or labor needs. The County reserves the right to add or delete collections and/or pick-ups without penalty.

1. Permanent HHW Collection Facility, 32 Tower Road, San Mateo, CA.

The Permanent HHW Collection Facility is open for HHW collections from residential participants, by appointment, every Thursday, Friday and Saturday (except major holiday weekends) from 8:00 a.m. to 2:00 p.m. with a current maximum capacity of 100 participants per day. Approximately 506,000 pounds of hazardous waste was shipped from this facility in FY16-17.

A limited Door-to-Door (DTD) Collection Program began in May 2017 and is operated as a traditional DTD in conjunction with this Permanent HHW Collection Facility for older adults, people with disabilities and the otherwise homebound population. Pick-ups are scheduled on an as-needed basis on the second and fourth Wednesdays of the month. Approximately 28 pick-ups have been conducted to date.

2. Satellite HHW Collection Facilities are located in Pacifica and South San Francisco.

A maximum of 60 participants are allowed at the Pacifica collections, held on the third Saturday morning of each month with appointments from 8:30 a.m. to 12:30 p.m. A maximum of 40 participants are allowed at the South San Francisco collections, held on the first Saturday morning of each month with appointments from 8:30 a.m. to 11:30 a.m. Approximately 26,000 pounds of hazardous product and waste was shipped from both locations in FY16-17.

3. Temporary HHW Collection Facilities are located in various cities, such as Daly City, East Palo Alto, Foster City, Half Moon Bay, La Honda, Menlo Park, Portola Valley, and Redwood City and other cities may be added during the duration of this contract.

One-day Temporary HHW Collections Events are held regularly, depending on the available budget and local area demand to service the additional cities and outlying areas. Each Temporary collection is held on a Saturday morning, with residential appointments between 8:30 a.m. and 12:00 noon for a maximum capacity of 200 participants. In FY16-17, 15 one-day temporary HHW collection events were held, and approximately 110,000 pounds of hazardous product and waste was shipped from all sites combined.

4. Product Reuse - The County operates a Product Give Away Reuse Warehouse located at 310 Pine Street, Redwood City, CA. The Warehouse is currently open to the public for the free Re-Use Give-Away Program every Tuesday from 2:00 p.m. to 3:00 p.m. In FY16-17, approximately 16,131 pounds of product was reused by 326 residents.

E. Conditionally Exempt Small Quantity Generator (CESQG) Appointments - The Contractor will staff a toll-free telephone line and email address to provide information to qualifying San Mateo County businesses on the County's CESQG Program. The Contractor shall return all calls and emails within 24 hours during regular business hours. When available, the Contractor may also access the County's online system to manage CESQG appointments. The Contractor shall schedule appointments for qualified CESQG's to drop off waste at the Permanent HHW Facility at 32 Tower Road in San Mateo on dates and times specified by the County.

Disposal rates and fees charged to the CESQG shall be on a per gallon and/or per pound basis by waste stream. The Contractor shall allow CESQG customers to use multiple payment methods (cash, check or credit card). The Contractor's proposed Quotation Form for CESQG Pricing is attached (Attachment 3)

F. Equipment and Supplies - Contractor will provide necessary equipment and supplies for all collections, including but not limited to spill kits/emergency response supplies, tents, signs, portable fencing, waste containers, vermiculite, absorbent, etc., as needed to operate the events safely.

The Contractor's proposed Quotation Form for Standard Equipment and Supplies Pricing is attached (Attachment 4)

G. Supplemental Labor - The Contractor will provide Site Supervisory personnel to conduct a safety meeting with all staff before each event and to oversee event operations. The safety meeting shall include information regarding communication procedures, spill procedures, evacuation, first aid, etc.

The Contractor will also be responsible for providing an adequate number of qualified personnel capable of collecting, sorting, inspecting, identifying, packaging, labeling, transporting, disposing and documenting the various hazardous product and waste materials collected during the events, including experienced chemists to inspect hazardous waste.

Contractor staff will also set up and tear down site, direct traffic, check for County residency, hand out and collect surveys, distribute informational and educational materials, unload cars, screen wastes, deliver wastes to appropriate sorting areas, and package PaintCare Program Products, Smarter Sorting reuse bins and consolidate motor oil. Contractor will be responsible for providing staff to consolidate solvent-based wastes and flammable liquids.

All Contractor employees involved in the transportation and handling of County hazardous waste shall be licensed and in good standing with the California Department of Health Services (DHS) and shall have received documented training in compliance with applicable Federal and State requirements.

All Contractor employees shall have certification of such training available while onsite for any collection event.

As part of the technical proposal, please include a staffing plan for each location. The staffing plan should name the Site Supervisor/Project Manager for each collection site. It should also include a list of personnel by job title that will be at each collection site and the times they will be onsite.

The Contractor's proposed Quotation Form for Labor Detail is included in Attachment 5.

H. Waste Segregation - Contractor will be ready to accept wastes from the public at the time specified by and at the discretion of the County.

Contractor will segregate products and wastes according to the hierarchy of reuse, stewardship, recycle, incinerate, neutralize/stabilize and lastly landfill.

Contractor will set aside reusable items well-marked and currently available for over-the-counter purchase, in accordance to the County's Reuse QA/QC Policy.

Contractor will segregate waste into compatible categories for lab packing, in accordance with federal and state regulations.

Contractor will test and identify unknown wastes and make a determination of the hazard class for subsequent packaging, transportation and disposal.

I. Waste Packaging - The Contractor shall assist in reducing costs to the County by maximizing reuse and minimizing the number of drums and containers sent for disposal by optimizing efficient handling methods. The Contractor shall provide bulking for compatible hazardous materials before final disposal options are used. The Contractor shall package all other wastes as efficiently as possible and transport waste streams for recycling, treatment and/or disposal.

As reusable products are accumulated, the products may be packaged as products (not waste). Once sufficient quantities of a product category are reached, the products may be shipped to the County Product Give Away Reuse Warehouse and other end-users through Smarter Sorting outlets. The contractor may also track volumes and end-uses for all reuse product categories

Contractor will have available additional technicians for the consolidation of oil/solvent base paint and solvents as required.

If needed, the Contractor may complete waste inventories and drum inventories and provide Quality Assurance/ Quality Control coordination to ensure acceptance of the waste by the recycling and treatment of disposal sites.

J. Waste Manifest - Hazardous waste manifests will be prepared by the Contractor. The Contractor will mail copies of the hazardous waste manifest to the State on behalf of the County. County will not be responsible for payment of additional costs as a result of manifest errors.

K. Technical Materials - Contractor will provide waste profiles and any other necessary paperwork for necessary permits and variances and Transfer Storage Disposal Facility acceptance.

L. Waste Removal and Transportation - Contractor will load wastes into a truck for transportation to a permitted disposal/incineration site or County location at the County's request. Immediately following the termination of receiving and processing wastes at the temporary collections, the collection sites will be completely cleared of waste, equipment, vehicles, and personnel by the time specified by and at the discretion of County.

Contractor shall transport and handle County hazardous waste in accordance with the terms of the operation and contingency plans approved by the Environmental Protection Agency (EPA), State, County, and Municipal agencies as a condition of the Contractor's permit to operate.

M. Reuse, Recycling, Treatment, and Disposal - County reserves the right to select the waste management method for all product and waste streams and to approve all sites to which the products and wastes will be taken. The County prefers to reuse and recycle as much material as possible.

Methods used for management of the product and waste shall be by order of preference, following the disposal hierarchy established by the State:

1. Reuse

The County is typically able to reuse up to 5% of all the hazardous products and wastes collected via the Product Reuse Give Away Program. The County uses Smarter Sorting technology to manage all reuse. The Contractor will set aside reusable items well-marked and currently available for over-the-counter purchase, in accordance to the County's Reuse Policy, and will strive to achieve, maintain or increase the 5% reuse goal. All reusable material may be re-directed to either the Reuse Program in accordance to the County's QA/QC plan, attached, or to other legally allowed end-users through Smarter Sorting technology. The County may choose to accept or reject such items for the Reuse Program. Rejected items will be managed by the Contractor as HHW or as non-hazardous waste as appropriate.

2. Stewardship

The County manages approximately 33% of all architectural paint through a direct contract with PaintCare Product Stewardship Program. The Contractor shall package all PaintCare Products in accordance to standard PaintCare Program guidelines for shipping directly to PaintCare via a PaintCare transporter. Should new Stewardship programs for household hazardous waste streams become available, the County expects to participate in these options.

3. Recycle

The County is typically able to recycle up to 10% of all the hazardous wastes collected that is not reusable or managed through a stewardship program. For all such wastes not re-directed to the Reuse Program and the PaintCare Product Stewardship Program, the Contractor shall recycle as much as possible. The Contractor will strive to achieve, maintain or increase the 10% recycling goal. All recyclable waste streams must be recycled. These materials include auto and household batteries, mercury and mercury-related items including fluorescent lamps, propane and metal tanks, antifreeze, motor oil, oil filters and other recyclable materials.

4. Incinerate

For all wastes not re-directed to the Reuse Program, PaintCare Product Stewardship Program and if recycling is not an option, the Contractor shall manage waste by energy recovery (fuel incineration). Fuel incineration is a preferred management over destructive incineration.

5. Neutralize/Stabilize

Neutralization/Stabilization is a preferred management method over landfill disposal. The Contractor shall only opt for landfill disposal as a last resort, when no other options are available or viable.

6. Landfill

Incineration is a preferred management method over landfill disposal. The Contractor shall only opt for landfill disposal as a last resort, when no other options are available or viable.

Contractor will arrange and provide for the ultimate disposition of the wastes. County shall not be responsible for additional costs incurred as a result of a Treatment Storage and Disposal Facility (TSDF) refusing to take waste from the Contractor.

Contractor must submit certificates of destruction as proof of treatment/disposal following the ultimate disposition of the wastes. For reuse materials not sent to the County Product Reuse Give Away Warehouse, contractor must submit receipt of products by the legally allowed end-user(s). Copies of all completed inventories, hazardous waste manifests, and certificates of destruction must be received prior to full payment.

Contractor and all transporters and disposal facilities to be used must be fully permitted and licensed to perform services by all applicable local, state and federal agencies.

The Contractor's proposed Quotation Forms for the reuse and waste management Disposal Pricing Matrix is attached (Attachment 6) along with Container Weights Matrix (Attachment 7), Waste Destination Facilities (Attachment 8) and Disposal Site Qualifications (Attachment 9).

N. Non-Hazardous Waste - The Contractor shall not lab pack materials that can be managed as a non-hazardous waste. Non-hazardous waste shall be recycled or disposed of as non-hazardous waste.

The Contractor shall line and cover the County-provided debris bins to prevent hazardous waste being disposed in the containers while unattended. Non-hazardous waste generated at the collection facilities will be accepted for disposal by the local transfer station and/or landfill at no cost to the Contractor.

O. Reporting Requirements - Contractor is responsible for providing to County, following the completion of each shipment, a detailed accounting of how much reusable product and/or waste was collected within each waste category, how the reusable product and/or waste was packaged (e.g., lab pack vs. bulk), and where the reusable product and/or waste was reused, treated or disposed. By July 31st of each contract year, the Contractor will submit electronically to the County a cumulative account of the type, quantities, and disposal/management method of hazardous wastes to comply with the CalRecycle Form 303 in Excel spreadsheet(s).

P. Training
Contractor will conduct the following training for County staff, as requested by the County:

- 40-hour OSHA HAZWOPER
- 8-hour refresher
- First Aid/CPR
- DOT HM181
- Lab Packing
- Forklift

Q. Performance Measures and Liquidated Damages
Performance measures will be used to ensure that the contractor is providing adequate services to the County. These measures will also be associated with Liquidated Damages. The parties understand and agree that damages for certain breaches of this agreement will be difficult to calculate. Accordingly, the parties have agreed upon certain amounts to be paid as liquidated damages for certain specific breaches as described below. These amounts will be deducted by the County from any money due the Contractor under this agreement.

PERFORMANCE MEASURE	DAMAGE INCIDENT	PENALTY
Arrival of Staff and/or Driver	Contract staff and/or driver no-show	Twelve (12) hours credit per no-show incident.
Timeliness of Staff and/or Driver	Contract staff and/or driver more than one hour late.	Labor credit at twice the number of hours difference between the schedule start time and the actual arrival time. Two (2) hours credit per late person (1) hour late.
Preparation of Staff and/or Driver for Work	Contract staff and/or driver arrives unprepared for work (to include, but not limited to, no steel-toed boots and / or long pants, not clean shaven).	Shall be considered a no-show if the contract staff does not report back within one (1) hour of the scheduled start time
Proficiency of Technicians	The program finds a Technician lacking proficiency in Technician duties.	The assigned Technician will be paid at a rate of 80% of the Technician hourly rate or shall be replaced, as determined by Program staff
	Unsatisfactory performance	Four (4) hours labor credit per unsatisfactory performer.

R. Contractor submitted a copy of the firm's Health and Safety Plan and Program which includes safety policies and procedures.

S. Contractor is a current certified hazardous waste hauler in each jurisdiction of activity, except for reusable product shipments. Copies of State certifications were included with the Invitation to Bid.

II. SERVICES TO BE PERFORMED BY COUNTY

A. Information and Appointments - The County will staff a telephone line and web site to provide information on HHW, and to schedule appointments for dropping off HHW at the various collection sites. The County will provide access to an online appointment system for VSQGs.

B. Source Reduction - The County will develop and disseminate materials and information on alternatives to toxic products through programs it will implement throughout the County.

C. Collection Program Publicity - The County will develop and disseminate educational material, including but not limited to press releases, social media posts, and flyers publicizing this program.

D. Site Selection - County will select the collection sites throughout the County in accordance with applicable regulations and in coordination with guidelines jointly established by the County and Contractor. County will have the final authority to approve each site.

E. State Permits - Following site selection the County will prepare and submit the required notifications or permit variance applications and obtain an extremely hazardous waste permit from the California EPA.

F. EPA ID Numbers - County will obtain all EPA identification numbers.

G. Operations/Contingency Plan - County will develop an Operations Plan, including a Contingency Plan. County will work in close coordination with the contractor to ensure that hazardous product and waste collection activities are provided in a safe manner, meeting all local, state and federal regulatory requirements. County will supply a copy of the Operations/Contingency Plan for all locations at all events.

H. Local Permits - Depending on the sites selected local permits may be necessary. The County will have responsibility for obtaining local permits.

I. Agency Notification and Emergency Response - County will notify local agencies, such as fire and police departments, of the collection programs.

J. Participant Survey - County will conduct a survey of program participants.

K. Event Staffing - The County will preferentially provide Site Supervisory personnel to conduct a safety meeting with all staff before each event and to oversee event operations. The safety meeting shall include information regarding communication procedures, spill procedures, evacuation, first aid, etc.

County will preferentially provide staff to direct traffic, check for County residency, hand out and collect surveys, distribute informational and educational materials, unload cars, screen products and wastes, deliver product and wastes to appropriate sorting areas, and package PaintCare Program Products and consolidate motor oil.

L. Arrangements for Reuse and Recycling - County staff may make arrangements for the management of reusable products for the Product Give Away Reuse Program, PaintCare Program Products, used oil, antifreeze, automotive batteries, photographic waste, and propane tanks. The contractor is required to reuse and recycle as much of the waste collected as possible.

M. Equipment - County will provide the necessary equipment for permanent and satellite collections, including but not limited to spill kits/emergency response supplies, tents, signs, portable fencing, drums, yard boxes and other waste containers, vermiculite, absorbent, etc., as needed to operate the collection event safely. County will provide the personal protective clothing for its employees.

N. Non-hazardous Waste - County will provide onsite trash bins and/or debris boxes for non-hazardous solid waste, including non-contaminated empty containers, generated at each collection site.

O. Manifests - County representative will be designated to review and sign the hazardous waste manifests and bills of lading.

P. Transportation - The County may also transport packaged reusable products and low-volume waste streams collected at temporary and/or satellite facilities to the Permanent HHW Collection Facility if further consolidation or packaging. This will provide cost savings to the County, prior to transporting waste for recycling, treatment and/or disposal.

Exhibit B

In consideration of the services provided by Contractor in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

Contractor shall submit regular invoices detailing the work performed at each household hazardous waste event within thirty (30) days of completion to County for reimbursement. All services will be invoiced in accordance with Attachment 3 through Attachment 9. A copy of all Manifests and Work Authorizations shall be attached to each invoice. Invoices will be approved by the Household Hazardous Waste Program Supervisor and paid within thirty (30) days of receipt of invoice. Contractor shall submit regular invoices to HS_EH_Invoices@smcgov.org

Processing time may be delayed with improperly addressed and improperly taxed invoices.

County shall have the right to withhold payment if County determines that the quality or quantity of work is unacceptable.

Prices quoted will be firm through the contract period. County may, however, receive the benefit of any public price reductions announced during this period.

The term of this agreement is July 1, 2018 through June 30, 2021. Payment for services under this agreement will not exceed \$1,500,000.00.

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person:

Marc Scott

Name of Contractor(s):

Stericycle

Street Address or P.O. Box:

5151 San Felipe

City, State, Zip Code:

Houston Tx 77056

I certify that the above information is complete and correct to the best of my knowledge

Signature:

Marc Scott

Title of Authorized Official:

VP of Sales

Date:

06/20/2018

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."