



REQUEST FOR PROPOSALS

TO CONDUCT TECHNICAL ASSISTANCE FOR COMPLIANCE WITH SB 1383 REQUIREMENTS AND DISPOSABLE FOOD WARE ORDINANCES IN SONOMA COUNTY

Proposals due 5:00pm on September 25, 2023

Submit proposals to:
Xinci Tan, Organics Program Manager
Zero Waste Sonoma
2300 County Center Drive, STE B-100
Santa Rosa, CA 95403

1. INTENT AND BACKGROUND

1.1 Definitions

This section contains definitions that are used throughout this RFP.

AGENCY: Zero Waste Sonoma (also known as Sonoma County Waste Management Agency), is a joint powers authority composed of the County of Sonoma and the nine incorporated jurisdictions within Sonoma County: Cloverdale, Cotati, Healdsburg, Petaluma, Rohnert Park, Santa Rosa, Sebastopol, Sonoma, and Windsor.

County: The County of Sonoma, a political subdivision of the State of California.

1.2 Overview of Requested Services

Zero Waste Sonoma (AGENCY) is seeking proposals for technical assistance for commercial entities in Sonoma County.

As part of California state law Short-lived Climate Pollutants (SB 1383), jurisdictions are required to educate and assist commercial entities identified as Tier I or Tier II Edible Food Generators with understanding and complying with food donation requirements. Jurisdictions are also required to educate and assist commercial entities with diverting organic materials and recyclables while minimizing contamination.

In 2021, the AGENCY executed a Memorandum of Understanding (MOU) with all 10 of its member jurisdictions to implement the requirements of SB 1383. As part of that MOU, the AGENCY assumed responsibility for regional implementation of all food recovery requirements, including capacity assessment, education, and infrastructure expansion. Because SB 1383 is unique and unprecedented in its requirements for commercial entities to donate excess edible food, a significant portion of the affected entities are unfamiliar with the process and uncertain with how to start or maintain a successful program.

As of 2023, all jurisdictions in Sonoma County have adopted a version of the AGENCY's model Disposable Food Ware and Polystyrene Foam Ban Ordinance. The ordinance prohibits food and beverage facilities from selling, using, or providing polystyrene foam and requires them to instead sell, use, and provide locally recyclable or compostable food ware.

The primary objectives of this project are:

1. Identify and provide technical assistance to priority Tier I and Tier II Edible Food Generators in Sonoma County who produce the most excess food so that they may understand and comply with SB 1383 food donation requirements. When appropriate, the contractor should also provide technical assistance to generators to increase organics and recycling diversion.
2. Identify and provide technical assistance to food and beverage facilities who use the largest amount of disposable food ware in their current operations. The number of facilities identified

- in each jurisdiction should be proportional to the size of the population of the jurisdictions.
3. Provide technical assistance to commercial generators located specifically in the City of Santa Rosa and who are the top waste generators, meaning they generate large amounts of garbage and have disproportionately low recycling or organics service. Assist these high priority waste generators with source reduction, diversion, and education to minimize contamination in the green and blue bins.
 4. Emphasize and encourage food donation and reusable food ware whenever possible, even if a generator or facility is not required by law or ordinance to do so.
 5. Integrate an equity lens into all work performed on this project to ensure that generators and facilities owned or operated by historically underrepresented and underserved communities are just as successful in implementing the desired programs.

Exhibit A details the Scope of Work requested by the AGENCY for this RFP.

1.3 Existing Conditions

The County owns Central Landfill and five transfer stations throughout Sonoma County. Most of the waste collected through the County system is disposed at the Central Landfill. All jurisdictions in Sonoma County utilize the County's transfer stations through their franchised waste haulers except the City of Petaluma. Franchised waste from the City of Petaluma is hauled directly to the Redwood Landfill, between Petaluma and Novato. Non-franchise waste generated in Sonoma County may or may not enter the County's transfer stations; source information about that material is not readily available to AGENCY staff. In 2020, the amount disposed in Sonoma County Central Landfill totaled 402,762.39 tons.

The AGENCY controls the flow and manages the contracts for the processing of residential organic materials collected through the franchise agreements of all jurisdictions, except the City of Petaluma. All franchised residential organic materials are transported and processed out-of-county at three composting facilities located in Marin, Napa, and Mendocino Counties. Commercial organics is governed by a Master Operations Agreement between the County of Sonoma and Republic Services. All franchised commercial organic materials are transported and processed out-of-county at a composting facility in Contra Costa County. The amount of residential organic materials totals approximately 85,000 tons annually, while commercial organics totals approximately 30,000 tons.

Each of the ten jurisdictions manage franchise agreements independent of the AGENCY that cover garbage and recycling collection in addition to organics. All franchise agreements were recently amended in the last three years to comply with the additional requirements of SB 1383, including increased education and outreach, reporting, and contamination minimization in the form of route reviews. The Cities of Cloverdale, Cotati, Healdsburg, Petaluma, Rohnert Park, Santa Rosa, and Sebastopol each have franchise agreements with Recology Sonoma Marin (RSM). The Town of Windsor has a franchise agreement with Sonoma County Resource Recovery (SCRR). The City of Sonoma has a franchise agreement with the Sonoma Garbage Collectors (SGC). The County of Sonoma has both a franchise agreement with RSM and SGC to service the unincorporated areas.

Most, if not all, existing food recovery and distribution work in Sonoma County is managed by a network of local non-profit organizations. The work of these organizations frequently crosses jurisdictional or county boundaries. Based on the results of an Edible Food Recovery Capacity Study, conducted in 2021 by Abound Food Care under the direction of the AGENCY, these organizations primarily rely on grants

and donations for funding. The amount, type, and frequency of food donations they are able and willing to accept greatly varies depending on the season, availability of storage, and number of staff or volunteers.

2. GENERAL INFORMATION

The general guidelines for preparing a response to this RFP are explained in this section.

2.1 Questions

All questions pertaining to this RFP must be directed to:

Xinci Tan, Organics Program Manager
Zero Waste Sonoma
2300 County Center Drive, Suite B100
Santa Rosa, CA 95403
E-mail: xinci.tan@sonoma-county.org

Questions must be submitted no later than **3:00 p.m. on September 4, 2023**; no response will be made to questions submitted after this date. An addendum to this RFP will be prepared in response to any questions received. The PROPOSER is solely responsible for providing their email address by **3:00 p. m. on September 4, 2023** to the contact above so that the addendum can be circulated as soon as available. The AGENCY cannot assure that every entity receiving a RFP will receive the addenda. All addenda shall become part of the Agreement documents, and all PROPOSERS are bound by such addenda, whether or not received by the PROPOSER.

2.2 AGENCY Contact for Information

All requests for additional information regarding this RFP should be directed to the AGENCY's Organics Program Manager, noted above. Do not directly contact other AGENCY staff or members of the Board of Directors. Individuals or organizations that do so may be disqualified from further consideration. AGENCY will recognize only those responses to inquiries issued in writing by AGENCY in Addendum form as binding modifications to this RFP.

2.3 Appeals Process

Should any PROPOSER dispute the AGENCY's determinations and findings during the RFP process, such PROPOSER shall give the AGENCY written notice of the matter in dispute within five (5) days of PROPOSER's first knowledge of the decision or determination. The PROPOSER shall thereafter, within ten (10) days of PROPOSER's first knowledge of the AGENCY decision or determination in dispute, provide AGENCY with a complete and comprehensive "Statement of Dispute" that discusses all the reasons why the PROPOSER disputes the AGENCY's determination or decision and submit all documentary evidence relied on by the PROPOSER. The Statement of Dispute must meet the following conditions and requirements:

- a. The Statement of Dispute must contain a complete statement of the factual and legal basis for the protest.

- b. The Statement of Dispute must specifically refer to the specific portions of the RFP, which form the basis for the protest, and all documentary evidence relied upon.
- c. The Statement of Dispute must include the name, address and telephone number of the person representing the protesting party.
- d. The party filing the Statement of Dispute must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest, which may be adversely affected by the outcome of the protest. Such parties shall include all other PROPOSERS, who shall have seven (7) calendar days to respond to the Statement of Dispute.

The AGENCY will review the Statement of Dispute, and may, at its discretion, elect to hold an administrative hearing thereon, and may request PROPOSER to produce such further evidence as AGENCY deems material to a decision on the issue, after which time AGENCY will issue a determination which shall be final. The procedure and time limits set forth in this paragraph are mandatory and are the PROPOSER's sole and exclusive remedy in the event of protest and failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code Claim or legal proceedings. Failure to strictly follow this procedure shall waive any further rights to dispute the AGENCY's decisions and determinations made during the RFP process.

2.4 Confidentiality

AGENCY has made a determination in accordance with Section 6255 of the Government Code that all Proposals submitted in response to this RFP shall not be made public by AGENCY until the time AGENCY is considering award of a contract for the services. In the event a PROPOSER wishes to claim that portions of its proposal are exempt from disclosure under the Public Records Act, it is incumbent upon PROPOSER to clearly identify those portions with the word "confidential" printed on the lower right-hand corner of the page, along with a written justification as to why such information should be exempt from disclosure. PROPOSER may also request that such confidential documents be returned to PROPOSER upon completion of the RFP process, unless otherwise required by law. Blanket designations of "confidential" shall not be effective. AGENCY shall notify PROPOSER in the event that AGENCY receives any requests for disclosure under the Public Records Act for documents that have been marked confidential by PROPOSER. If the PROPOSER wishes to prevent the disclosure of such material, the PROPOSER shall bear the sole burden of seeking review in a court of competent jurisdiction. In addition, PROPOSER shall defend and indemnify AGENCY from any claims and/or litigation relating to a claim of confidentiality.

Proprietary or confidential data must be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. The cost of services shall not be designated as proprietary or confidential information.

3. INSTRUCTIONS TO PROPOSERS AND PROCEDURES FOR SUBMITTAL

3.1 Submittal Rules

Proposals must be presented in accordance with the information requested in Section 4, Proposal Requirements. Other relevant information that the PROPOSER feels is appropriate may be included. The following rules shall apply:

1. All proposals shall be submitted in writing and be in accordance with the requirements of this Request for Proposals. No facsimile, mailed, or hand delivered proposals will be accepted.
2. The proposal shall be submitted to the AGENCY no later than **5:00 p.m. on September 25, 2023**. The e-mail subject line must clearly state "**Technical Assistance Proposal**" and the e-mail content must include the name and the address of the firm submitting the proposal. Proposals must be sent by email to the AGENCY contact found in Section 2.1 above.
3. Each proposal shall include all information required by this RFP and any subsequent addenda.
4. Proposals received after the required submittal date and time will be rejected. The AGENCY will not, in any manner, be liable or responsible for any late delivery of proposals.

3.2 Evaluation Process

The AGENCY shall evaluate each proposal. All determinations with regard to the evaluation of proposals will be at the sole discretion of the AGENCY. Each proposal shall first be evaluated for completeness and for compliance with the requirements of this RFP. The AGENCY will then evaluate the benefit of the proposed services described in the proposal to the AGENCY, its member agencies and their citizens.

3.3 Rights of the AGENCY

PROPOSERS shall submit an appropriately signed Exhibit C – Proposal Authorization and Acknowledgement Form stating that the PROPOSER agrees with the rights of the Agency as described below. The AGENCY shall have the right to:

1. Award an agreement for services described in this RFP.
2. Reject all proposals and not award an agreement.
3. Reject any proposal.
4. Select a proposal other than the lowest cost/highest payment proposal.
5. If during the course of negotiations with a selected PROPOSER, the AGENCY determines in its sole discretion that an acceptable Agreement cannot be negotiated, the AGENCY reserves the right to suspend negotiations with that PROPOSER and begin negotiations with another PROPOSER. Also, the AGENCY reserves the right to undertake simultaneous negotiations of the final Agreement with more than one PROPOSER.

6. Waive defects and/or irregularities in any proposal.
7. Request from any PROPOSER at any time during the evaluation process, clarification of any information contained in the proposal.
8. Request "Best and Final" offers.
9. Conduct interview(s) with any PROPOSER(s).
10. Negotiate terms and conditions that are different from those described in this RFP and Agreement.
11. Contact references provided and seek information from any client with which the PROPOSER has done business.
12. Take other such action that best suits the needs of the AGENCY, its member agencies and/or their citizens.

PROPOSERS are notified that the costs of preparing and submitting proposals and the risks associated therewith shall be borne solely by the PROPOSER. No compensation will be provided to PROPOSERS for work performed or costs incurred during the preparation, submittal or evaluation of Proposals neither for the negotiation or execution and delivery of an Agreement awarded as a result of this RFP.

4. PROPOSAL REQUIREMENTS

A proposal shall be complete and concise and should be prepared in substantial conformance with the format and order described below to assist in the review process. *A Proposal that omits or inadequately addresses any of the topics below may be rejected.*

4.1 Letter of Submission

The proposal must contain a submission letter that contains the PROPOSER's unconditional acceptance of the performance obligations set forth in the RFP. An officer of the proposing entity authorized to bind the PROPOSER to the proposal terms must sign this letter.

The Letter of Submission shall also include a description of the ownership of the proposing company, including, but not limited to:

- Official name and address. Indicate the type of entity and list its officers (e.g. corporation, partnership, sole proprietorship). Indicate the date and place of incorporation or organization.
- If entity is a joint venture, submit a current copy of the joint venture agreement or contract.
- Federal Employer I.D. Number
- Complete name, mailing address, phone number, fax number and email address (if available) of the person to receive notices and who is authorized to make decisions or represent the company with respect to this RFP.

4.2 Complete the form “Implementation Plan and Budget”

(Exhibit B) This exhibit should instruct proposers as to the AGENCY’s expectations for the project and how proposals will be evaluated. Please ensure it is complete.

4.3 Qualifications and experience of firm.

The proposal should include the PROPOSER’s experience relevant to the requested services and qualifications and resumes of key personnel that will be assigned to the management of the Agreement.

PROPOSER should provide a minimum of two (2) California governmental clients that the AGENCY may contact to conduct a reference check regarding provision of the proposed service.

If the PROPOSER cannot provide all of the information requested under Section 4.3. above, then the PROPOSER must provide descriptions of similar work performed for other clients. In either case, the description shall list the:

- Dates and a description of the services that were provided;
- Names and responsibilities of the team members involved with the referenced work; and
- Name, address, and telephone number of a contact person of each client who would be most familiar with the services provided.

4.4 Subcontractors

Contractor shall provide a list of all subcontractors to be utilized for any of the proposed services, including company name, mailing address, phone number, e-mail address, website URL (if available), contact’s name and phone number, and function of subcontractor.

4.5 Insurance

The PROPOSER should demonstrate the ability to submit proof of the required insurance as set forth in the Agreement attached to this RFP as Exhibit C. Prior to award of the Agreement, the successful PROPOSER shall furnish the AGENCY with Certificates of Insurance clearly evidencing all required insurance and endorsements. The successful PROPOSER 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 the successful PROPOSER, its agents, representatives, employees, or subcontractors. If CONTRACTOR wishes to change specific insurance terms, these exceptions must be noted in Exhibit C.

4.6 Agreement for Consulting Services

The selected PROPOSER must execute and submit Exhibit C, acknowledging their willingness to sign the Agreement to Conduct Technical Assistance for Compliance with SB 1383 Requirements and Disposable Food Ware Ordinances in Sonoma County attached hereto as Exhibit D to this RFP, unless modified pursuant to the procedures set forth herein. PROPOSER shall identify in its proposal any requested modifications to the Agreement.

5. SCHEDULE

<u>Date</u>	<u>Action</u>	<u>Responsible Party</u>
Aug 21, 2023	Distribution of RFP	AGENCY
Sep 4, 2023	Submit Written Questions	PROPOSER
Sep 11, 2023	Post Answers	AGENCY
Sep 25, 2023	Proposals Due (5:00 p.m.)	PROPOSER
Oct 4, 2023	Interviews (tentative)	AGENCY
Oct 19, 2023	Award of Agreement (tentative)	AGENCY
Oct 30, 2023	Start of Project (tentative)	PROPOSER
April 28, 2025	Final report due	PROPOSER

6. ATTACHMENTS

Exhibit A:	Scope of Work
Exhibit B:	Proposal Scoring
Exhibit C:	Proposal Authorization and Acknowledgement Form
Exhibit D:	Form of Agreement

Exhibit A: Proposed Scope of Work

The AGENCY seeks technical assistance for 1) SB 1383 Food Recovery Implementation, 2) Disposable Food Ware Ordinance and Polystyrene Foam Ban Compliance, and 3) City of Santa Rosa Diversion of High Waste Generators. A summary of technical assistance focus areas are below.

- 1) SB 1383 Food Recovery Implementation: The selected contractor(s) will, with the guidance of and a partial list provided by the AGENCY, identify priority Tier I and II Edible Food Generators equitably in all 10 jurisdictions within Sonoma County who have the most excess food for donation. The contractor will provide them technical assistance to comply with SB 1383 food recovery requirements. If appropriate, the contractor should also provide technical assistance to comply with organics and recycling diversion and contamination minimization. The budget for this task is \$200,000.
- 2) Disposable Food Ware Ordinance and Polystyrene Foam Ban Compliance: The contractor will identify and provide technical assistance to the largest food facilities within each of the AGENCY's 10 member jurisdictions affected by the local [Disposable Food Ware Ordinance and Polystyrene Foam Ban and help them come into compliance](#). Emphasis should be placed on promoting the use of reusable food ware over single-use alternatives. The budget for this task is \$200,000. If there is overlap between the list of top waste generators affected by SB 1383 and the largest food facilities affected the local Disposable Food Ware Ordinances, the contractor shall give them priority for technical assistance.
- 3) City of Santa Rosa Diversion of High Waste Generators: The contractor will provide additional technical assistance to generators specifically within the City of Santa Rosa who subscribe to a large amount of garbage services with disproportionately low recycling and organics services. The contractor shall assist these high priority waste generators with source reduction, diversion, and education to minimize contamination in the green and blue bins. The budget for this task is \$94,750: \$80,000 for contractor services and \$14,750 for purchase of indoor bins and containers.

The Agency may reallocate the budget among projects and jurisdictions depending on progress, successes, and challenges. This will be determined at the quarterly check-ins with the contractor.

Technical assistance provided must be centered in equity, and be inclusive, responsive, and respectful. The contractor should pay particular attention to the needs of generators or facilities owned or operated by historically underrepresented and underserved communities. Technical assistance by the contractor should be provided in English or Spanish, or both as necessary. If a different language is required, the AGENCY will cover the expense of translation of educational materials and/or hiring of an interpreter.

The contract will be for a one and a half year (18-month) period with an estimated start date of October 30, 2023. The proposed cost of the contract is not to exceed \$494,750. There will be an option to renew the contract on an ongoing, annual basis.

Proposals shall include a detailed estimate of total hours conducting technical assistance and related tasks as described below.

The selected contractor(s) will be required to conduct the following tasks on an ongoing basis or as otherwise noted below.

SB 1383 Food Recovery Technical Assistance

1. Contractor will need to work closely with franchised haulers RSM, SCRR, and SGC to minimize duplication of work, consistency in information provided, and coordinate service changes and site visits, if necessary.
2. Using a list supplied by the AGENCY, the contractor will identify priority Tier I and Tier II Edible Food Generators in Sonoma County who have the most excess food for donation.
3. Reach out to the selected Tier I and II generators to assess each of their knowledge gaps, barriers to donating food, and resources needed to comply with the requirements.
4. Meet generators on-site for the first visit and create an implementation plan to develop new operational procedures and train staff.
 - a) The supervisor on the contractor's team will be required to obtain a [Food Safety Manager Certification](#). Other staff who will be directly working with generators are required to have the California Food Handler Card.
 - b) Assist generators in learning how to identify which foods are safe and suitable for donation.
 - c) If appropriate, provide suggestions to generators on strategies to increase organics and recycling diversion, make waste collection service changes, improve signage and container locations, adopt source reduction strategies, and implement front or back of house operational changes. Clear communication and regular collaboration with local franchised haulers RSM, SCRR, and SGC are imperative to ensure consistent messaging.
 - d) Contractor may use and promote resources already developed by the AGENCY or its partners, such the safe food storage and preparation guides from the Sonoma County Environmental Health Department and the SB 1383 booklet summarizing the requirements. If the Contractor determines that additional educational resources are necessary for the project, the Contractor shall collaborate with the AGENCY on creating content. The AGENCY will design, print, and translate all educational materials, which the Contractor and the AGENCY's member jurisdictions may use and distribute.
 - e) Assist food facilities in establishing relationships and creating agreements with local food recovery organizations and services who can accept or pick-up food donations.
 - f) Assist generators in adopting recordkeeping practices for the pounds of food donated using the Careit software, which is preferred by the AGENCY, or other methods of recordkeeping that will satisfy the SB 1383 requirements.
5. Create a plan for follow-up and troubleshooting of any implementation challenges. Provide continued assistance as needed via phone, email, and in-person to ensure that generators become confident enough to continue the programs independently. Technical assistance should be pro-active, prioritizing face-to-face communications and on-site support work.
6. Inform generators about the climate and community health impacts from complying with regulatory requirements, as well as any economic benefits, such as tax deductions and reduced

garbage costs. Provide information and resources that may help them take advantage of those benefits.

7. At the monthly check-in meetings, inform the AGENCY of any “problem generators” who are unresponsive or refuse to donate despite producing a significant amount of excess edible food. The AGENCY will work with the appropriate member jurisdiction to discuss next steps and possible enforcement action.
8. For those Tier I and II generators who the contractor also identifies as targeted food facilities needing technical assistance to comply with the Disposable Food Ware Ordinance, the tasks in the section below apply.

Disposable Food Ware Ordinance Compliance Technical Assistance

1. Identify the largest food facilities within each of the AGENCY’s 10 member jurisdictions (approximately 200 facilities) who use the largest amount of disposable food ware in their current operations.
 - a) Priority should be placed on food facilities who use polystyrene foam or have the most potential to switch to reusable food ware.
 - b) Ideally, the food facilities chosen as targets for technical assistance should be from a variety of business types and may serve as models in the future.
2. Reach out to the identified food facilities to assess their knowledge gaps; barriers to switching to reusable, compostable, or recyclable food ware; and resources they may need to comply with their local ordinance requirements.
3. Meet food facilities on-site and create an implementation plan for how they may reduce waste from single-use disposable food ware, switch to compliant compostable/recyclable food ware, and select appropriate vendors and suppliers.
 - a) Contractor may use and promote resources already developed by the AGENCY, such as the established list of vendors, reusable food ware grant, and purchasing guide. If the Contractor determines that additional educational resources are necessary for the project, the Contractor shall collaborate with the AGENCY on creating content. The AGENCY will design, print, and translate all educational materials, which the Contractor and the AGENCY’s member jurisdictions may use and distribute.
 - b) Contractor should guide food facilities in using food ware that minimizes confusion for their customers and limits contamination in the organics and recycling streams. For example, pairing a compostable lid to a compostable take-out bowl that may both be composted, instead of a plastic lid on a compostable bowl that must be separated.
 - c) Although not all jurisdictions’ ordinances require it, the contractor should encourage and help food facilities adopt reusable food ware for dine-in customers, or as much as possible.
4. Collaborate with the three local franchised haulers (RSM, SCRR, and SGC) to ensure consistent messaging regarding contamination minimization in the organics and recycling streams. For food facilities with significant contamination challenges, refer them to the appropriate franchised hauler for additional education.
5. Create a plan for follow-up and troubleshooting any implementation challenges. Provide continued assistance as needed via phone, email, and in-person to ensure that generators

become confident enough to continue the programs independently. Technical assistance should be pro-active, prioritizing face-to-face communications and on-site support work.

6. At the monthly check-in meetings, inform the AGENCY of any food facilities who are unresponsive or refuse to adopt locally compostable/recyclable food ware. The AGENCY will work with the appropriate member jurisdiction to discuss next steps and possible enforcement action.
7. For those food facilities who the contractor also identifies as Tier I and II generators required to comply with SB 1383 food recovery requirements, the tasks in the section above apply.
 - a) Food facilities who are not Tier I and II generators should still be provided with information/resources about food donation and encouraged to donate excess food.

City of Santa Rosa Diversion of High Waste Generators Technical Assistance

- Identify the top waste generators who produce high levels of garbage and have disproportionately low recycling and organics service.
- Conduct visual characterizations of materials currently being disposed in each of the three streams to identify what large volumes of material could be diverted. Contractor should collect this information together with records of existing waste service volumes to establish a baseline for each generator.
- Using data collected from visual characterizations, provide targeted education to employees or residents working or living on site with the types of materials acceptable and not acceptable in recycling and organics collection programs. Contractor may use and promote resources already developed by the AGENCY and the franchised hauler RSM.
- Provide implementation assistance via phone, email, and in person. Provide suggestions to generators (e.g. property owners or managers) such as waste collection service changes, signage and container location, source reduction strategies, and front and back of house operational changes.
- Coordinate and/or partner with RSM to provide presentations or training for staff and residents as necessary.
- Create a plan to follow up no later than one month after implementing the recommended service changes and/or education. Assess if any additional outreach or training is needed and troubleshoot problems as they arise.
- Contractor will work closely with franchised hauler RSM to minimize duplication of work, consistency in information provided, and coordinate service changes and site visits, if necessary.

Minimum Deliverables:

- Initial kick-off meeting with AGENCY staff to discuss program scope, expectations, goals, priorities, and any immediate concerns. Contractor should expect to review project tasks, available resources, and project timeline.
- Monthly meetings with AGENCY staff to discuss progress and troubleshoot any problems that arise.
- Technical assistance activities, recommendations, and notes shall be tracked and reported using AGENCY's Recyclist Program Tracker account. Data should be uploaded monthly, at a minimum. AGENCY shall provide contractor with user account(s).

- Four (4) brief quarterly reports to AGENCY staff summarizing a list of generators/food facilities contacted and/or visited, summary of outreach and assistance provided, and hours worked under relevant subtasks (food recovery or disposable food ware), and results/outcome of scope tasks performed. All information must be broken down by jurisdiction.
- One (1) Final Report (PDF or Word) at the conclusion of the project, summarizing all tasks completed, hours spent, results, and lessons learned. In addition, contractor should provide a method to determine a measurable success rate and follow up plan for all generators/food facilities.
 - Report should include one (1) spreadsheet with points of contact for all generators/food facilities the contractor used, including name, email address, phone numbers, and site address, and mailing address. All information must be broken down by jurisdiction.
- One (1) presentation (live, in-person or virtual) to the AGENCY Board during a public meeting as a supplement to the Final Report following the conclusion of this project.

Exhibit B: Proposal Scoring

Technical assistance approach (40 points):

Please describe your recommended approach to identify priority Tier I and II Edible Food Generators, food facilities, and large waste producing commercial generators for whom technical assistance will be provided. Please describe how your team will reach out to the generators and food facilities targeted in this project, including a description of how staff will be assigned different jurisdictions or areas, how often outreach and follow-up will occur, and how progress and success will be measured.

Experience with providing technical assistance (20 points):

Please describe previous projects providing technical assistance for cities, counties, or other local or state government jurisdictions. If you do not have any experience with technical assistance projects, please provide descriptions of other relevant projects.

Assistance expected of AGENCY staff (10 points):

Agency staff expects there to be data requests related to this project. Please list the data the Proposer will be requesting to adequately complete this technical assistance project in Sonoma County.

Scope of work and budget (30 points):

Please complete a sample scope of work and budget specific to this project which includes budget allocations and lists in detail the services proposed to be provided in connection with this project. Include staff time, materials, reporting, etc.

Exhibit C: Proposal Authorization and Acknowledgement Form

NAME OF PROPOSER _____

ORGANIZATION _____

1. The undersigned is a Proposer under this RFP and possesses the legal authority to submit this Proposal.
2. The undersigned is authorized to conduct all negotiations for and legally bind the Proposer in all matters relating to this Proposal submittal.
3. The undersigned has reviewed, understands, is able to comply with and agrees to be bound by the conditions described in the Agreement for Professional Services (Exhibit C) and this RFP.
4. The undersigned certifies that this Proposal is irrevocable until _____, 2023 (minimum of 120 days from submittal).
5. The undersigned acknowledges that the Agency reserves the following rights and options related to proposals submitted in response to the RFP:
 - Award an agreement for services described in this RFP.
 - Reject all proposals and not award an agreement.
 - Reject any proposal.
 - If during the course of negotiations with a selected PROPOSER, the AGENCY determines in its sole discretion that an acceptable Agreement cannot be negotiated, the AGENCY reserves the right to suspend negotiations with that PROPOSER and begin negotiations with another PROPOSER. Also, the AGENCY reserves the right to undertake simultaneous negotiations of the final Agreement with more than one PROPOSER.
 - Waive defects and/or irregularities in any proposal.
 - Request from any PROPOSER at any time during the evaluation process, clarification of any information contained in the proposal.
 - Conduct interview(s) with any PROPOSER(s).

- Negotiate terms and conditions that are different from those described in this RFP and Agreement.
- Contact references provided and seek information from any client with which the PROPOSER has done business.
- Take other such action that best suits the needs of the AGENCY and/or its citizens.

Form of Agreement

_____ The undersigned has carefully reviewed the forms of Agreement contained in the RFP and is prepared to agree to the terms and conditions stated therein.

_____ The undersigned has carefully reviewed the forms of Agreement contained in the RFP and is prepared to agree to the terms and conditions of the forms with the proposed modifications attached hereto. (Proposer must attach any proposed modifications to the forms of Agreement.)

Print Name: _____

Title: _____

Organization: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Signature: _____

Date: _____

Exhibit D: AGREEMENT FOR CONSULTING SERVICES TO CONDUCT TECHNICAL ASSISTANCE FOR COMPLIANCE WITH SB 1383 REQUIREMENTS AND DISPOSABLE FOOD WARE ORDINANCES IN SONOMA COUNTY

This agreement ("Agreement"), dated as of _____, 2023 ("Effective Date") is by and between the Sonoma County Waste Management Agency, (hereinafter "Agency"), and _____, a [include description of Contractor, e.g., "a California Corporation", etc., if appropriate] (hereinafter "Contractor").

RECITALS

WHEREAS, Contractor represents that it is duly qualified and experienced in Consulting Services related to providing technical assistance; and

WHEREAS, in the judgment of the Board of Directors of Agency, it is necessary and desirable to employ the services of Contractor to perform necessary preparation and provision of technical assistance; and,

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. Scope of Services.

1.1 Contractor's Specified Services. This Agreement is entered into for the purpose performing consulting services related the preparation for and provision of technical assistance. Contractor shall perform services as defined in Exhibit A, Scope of Services.

1.2 Cooperation with Agency. Contractor shall cooperate with Agency and Agency staff in the performance of all work hereunder.

1.3 Performance Standard. Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. If Agency determines that any of Contractor's work is not in accordance with such level of competency and standard of care, Agency, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with Agency to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no

additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

a. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time Agency, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from Agency.

b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by Agency to be key personnel whose services are a material inducement to Agency to enter into this Agreement, and without whose services Agency would not have entered into this Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of Agency.

c. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.

2. Payment.

2.1 Contractor shall be paid \$400,000 for services rendered in accordance with tasks detailed in Section 1.1 above and in Exhibits A and B, upon monthly submission of progress reports, verified claims and invoices, in the amount of ninety percent (90%) of the work billed and approved. Payments shall be made in the proportion of work completed based upon progress reports to total services to be performed. Payment for satisfactory performance includes, without limitation, salary, fringe benefits, overhead, and profit.

2.2 Monthly progress reports shall be submitted by Contractor and shall identify the basis for determination of the percentage of completion, the number of hours for the month, by job classification, spent on work completed, the percent of work completed during the month, and total percent of work completed.

2.3 Final payment of the ten percent (10%) retention corresponding to specific tasks may be paid at the discretion of Agency within thirty-five (35) days after completion of all work for that specific task, and submission of a verified claim and invoice.

3. Term of Agreement. The term of this Agreement shall be from _____ to _____, unless terminated earlier in accordance with the provisions of Article 4 below.

3.1 The Agency Board of Directors authorizes the Executive Director the ability to extend the term of the agreement by up to six (6) months provided that the payment amount, as defined in Section 2, is unchanged.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, Agency shall have the right, in its sole discretion, to terminate this Agreement by giving ten (10) days written notice to Contractor.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Contractor fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, Agency may immediately terminate this Agreement by giving Contractor written notice of such termination, stating the reason for termination.

4.3 Delivery of Work Product and Final Payment Upon Termination.

In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to Agency all materials and work product subject to Section 9.9 and shall submit to Agency payment up to the date of termination.

5. Indemnification. Contractor agrees to accept all responsibility for loss or damage to any person or entity, including but not limited to Agency, and to defend, indemnify, hold harmless, reimburse and release Agency, its officers, agents, and employees, from and against any and all actions, claims, damages, disabilities, liabilities and expense including, but not limited to, attorneys' fees and the cost of litigation incurred in the defense of claims as to which this indemnity applies or incurred in an action by Agency to enforce the indemnity provisions herein, whether arising from personal injury, property damage or economic loss of any type, that may be asserted by any person or entity arising out of or in connection with the performance of Contractor hereunder, but, to the extent required by law, excluding liability due to the sole negligence or willful misconduct of Agency. If there is a possible obligation to indemnify, Contractor's duty to defend with legal counsel acceptable to Agency, exists regardless of whether it is ultimately determined that there is not a duty to indemnify. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents.

6. Insurance. With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described below:

6.1 Workers' Compensation Insurance. Workers' compensation insurance with statutory limits as required by the Labor Code of the State of California. Said policy shall be endorsed with the following specific language:

This policy shall not be cancelled or materially changed without first giving thirty (30) days' prior written notice to the Agency.

6.2 General Liability Insurance. Commercial general liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than One Million Dollars (\$1,000,000.00) combined single limit for each occurrence. Said commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy:

a. The Agency, its Board of Directors and staff, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.

b. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

c. The insurance provided herein is primary coverage to the Agency with respect to any insurance or self-insurance programs maintained by the Agency.

d. This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the Agency.

6.3 Automobile Insurance. Automobile liability insurance covering bodily injury and property damage in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles. Said policy shall be endorsed with the following language:

This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the Agency.

6.4 Professional Liability Insurance. Professional liability insurance for all activities of Contractor arising out of or in connection with this Agreement in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence. Said policy shall be endorsed with the following specific language:

This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the Agency.

6.5 Documentation. The following documentation shall be submitted to the Agency:

- a. Properly executed Certificates of Insurance clearly evidencing all coverages, limits, and endorsements required above. Said Certificates shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Certificates of Insurance evidencing the above-required coverages, limits, and endorsements on file with the Agency for the duration of this Agreement.
- b. Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.
- c. Upon Agency's written request, certified copies of the insurance policies. Said policy copies shall be submitted within thirty (30) days of Agency's request.

6.6 Policy Obligations. Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

6.7 Material Breach. If Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of this Agreement. Agency, in its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, Agency may purchase such required insurance coverage, and without further notice to Contractor, Agency may deduct from sums due to Contractor any premium costs advanced by Agency for such insurance. These remedies shall be in addition to any other remedies available to Agency.

7. Prosecution of Work. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes which do not increase or decrease the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Agency's Executive Director in a form approved by Agency Counsel. All other extra or changed work must be authorized in writing by the Agency Board of Directors.

9. Representations of Contractor.

9.1 Standard of Care. Agency has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by Agency shall not operate as a waiver or release.

9.1.1 Change in Information. Contractor shall notify Agency thirty (30) days prior to any change to the information provided pursuant to Section 10 of Exhibit A, Proposed Scope of Services, that is initiated by Contractor, or within seven (7) days of Contractor becoming aware of a change to the information provided pursuant to Section 10 of Exhibit A that was not initiated by Contractor.

9.2 Status of Contractor. The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of Agency and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits provided to Agency staff. In the event Agency exercises its right to terminate this Agreement pursuant to Article 4, above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 Taxes. Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold Agency harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case Agency is audited for compliance regarding any withholding or other applicable taxes. Contractor agrees to furnish Agency with proof of payment of taxes on these earnings.

9.4 Records Maintenance. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement, as well as information provided pursuant to Section 10 of Exhibit A, Proposed Scope of Services, and shall make such documents and records available to Agency for inspection at any reasonable time. Contractor shall maintain such records for a period of four (4) years following completion of work hereunder.

9.5 Conflict of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed by Contractor. In addition, if requested to do so by Agency,

Contractor shall complete and file and shall require any other person doing work under Contractor and this Agreement to complete and file a "Statement of Economic Interest" with Agency disclosing Contractor's or such other person's financial interests.

9.6 Nondiscrimination. Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.7 AIDS Discrimination. Contractor agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.8 Assignment Of Rights. Contractor assigns to Agency all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Contractor in connection with this Agreement. Contractor agrees to take such actions as are necessary to protect the rights assigned to Agency in this Agreement, and to refrain from taking any action which would impair those rights. Contractor's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as Agency may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of Agency. Contractor shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of Agency.

9.9 Ownership And Disclosure Of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of Agency. Agency shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to Agency all such documents which have not already been provided to Agency in such form or format as Agency deems appropriate. Such documents shall be and will remain the property of Agency without restriction or limitation. Contractor may retain copies of the above described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of Agency.

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if

commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article 10 limits Agency's right to terminate this Agreement pursuant to Article 4.

11. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, and bills, and payments shall be made in writing and shall be given by personal delivery, email, or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

Agency: Zero Waste Sonoma
Attention: Xinci Tan
2300 County Center Drive, STE B-100
Santa Rosa, CA 95403
Email: Xinci.tan@sonoma-county.org
Phone: (707) 837-6134

Contractor: Name
Attention:
Address:
Email:
Phone:
City, State Zip

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile, the notice bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail, (2) the sender has a written confirmation of the facsimile transmission, and (3) the facsimile is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

13.1 No Waiver of Breach. The waiver by Agency of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and Agency acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Contractor and Agency acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the forum nearest to the city of Santa Rosa, in the County of Sonoma.

13.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.8 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

AGENCY: SONOMA COUNTY WASTE MANAGEMENT AGENCY

By: _____
Chair of the Board of Directors

CONTRACTOR:

By: _____

Name: _____

Title: _____

APPROVED AS TO SUBSTANCE BY
AND CERTIFICATES OF INSURANCE
ON FILE WITH:

By: _____
Executive Director, AGENCY

APPROVED AS TO FORM FOR AGENCY:

By: _____