



REQUEST FOR PROPOSALS TO PROVIDE SOFTWARE FOR TRACKING COMPLIANCE WITH SB 1383 AND FOOD WARE ORDINANCES

Proposals due 11:59 p.m. on May 5, 2025

Submit proposal to:

Xinci Tan, Organics Program Manager

Xinci.tan@sonoma-county.org

Zero Waste Sonoma

2300 County Center Drive, Suite B240

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. Zero Waste Sonoma manages programs, submits required reporting, and implements policy on behalf of its member jurisdictions.

COUNTY: The County of Sonoma, a political subdivision of the State of California, primarily overseeing the unincorporated areas within Sonoma County.

Sonoma County: The geographical area of Sonoma County, encompassing all incorporated and unincorporated areas.

1.2 Overview of Requested Services

Zero Waste Sonoma (AGENCY) is seeking proposals for software to track compliance with SB 1383 Regulations and local Disposable Food Ware and Polystyrene Foam Ban Ordinances. The software license will be held by the AGENCY and used by the AGENCY's staff, 10 member jurisdictions, the 3 franchised haulers servicing the jurisdictions, and contractors providing technical assistance within those jurisdictions.

Due to regulations implementing SB 1383, jurisdictions are required to educate and assist commercial businesses 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, monitor their compliance, and pursue enforcement action if necessary.

In 2021, the AGENCY executed a Memorandum of Understanding (MOU) with all 10 of its member jurisdictions to implement the SB 1383 Regulations. As part of that MOU, the AGENCY assumed responsibility for the implementation of edible food recovery requirements, regional education, compliance monitoring, and recordkeeping. Since the AGENCY does not have enforcement authority (only jurisdictions do), staff work with franchised haulers to seek voluntary compliance whenever possible and document evidence of non-compliance. In cases involving repeat offenders, the AGENCY recommends jurisdictions pursue enforcement action.

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. A few jurisdictions encourage or require reusable food ware for dine-in establishments.

The primary objectives of this software are to:

- a. Monitor compliance of commercial generators who are subject to the requirements of the SB 1383 Regulations, including edible food recovery and organics/recycling collection, and local Disposable Food Ware and Polystyrene Foam Ban Ordinances.
- b. Serve as the jurisdictions' main repository of Implementation Records, including waivers issued/denied, education and outreach to generators (e.g., emails, phone calls, letters, site visits), organic waste product and paper procurement, and other records required by the SB 1383 Regulations.
- c. Provide AGENCY staff, 10 member jurisdictions, and franchised haulers real time access to accurate data, including generator compliance status, collection volumes, previous education and outreach efforts, waivers issued/denied, complaints, and enforcement action taken.

Exhibit A details the Proposed Response requested by the Agency for this RFP.

All data and information furnished by the AGENCY or referred to in this RFP are furnished for the PROPOSER's convenience.

1.3 Background

The AGENCY has a current contract with Routeware, Inc. for the Recyclist Program Tracker (Program Tracker) that will expire on June 30, 2025. All 10 member jurisdictions and the 3 franchised waste haulers serving them have full access to the Program Tracker. In the last year, the AGENCY has granted access to several CalRecycle Jurisdiction and Agency Compliance and Enforcement (JACE) and Local Assistance and Market Development (LAMD) representatives for Compliance Review. The AGENCY has also granted limited access to contractors providing technical assistance to generators so the contractors may upload pictures and track outreach activities. The AGENCY uses the Program Tracker to track compliance with SB 1383 regulations and local Disposable Food Ware Ordinances.

Each jurisdiction in Sonoma County has adopted a local ordinance prohibiting the sale and use of certain products containing expanded polystyrene foam and PFAS chemicals. Most jurisdictions require single-use food ware containers and accessory items to be made of materials that are compostable or recyclable in local collection systems, where PLA, PHA, and other bioplastic materials, lined or coated fiber, and non-recyclable plastics are not compliant. In Sebastopol and Santa Rosa, establishments must serve dine-in customers on durable, reusable food ware.

The combined number of commercial and multifamily generators across all 10 jurisdictions is approximately 10,000 accounts. Each of the 10 jurisdictions manages franchise agreements independent of the AGENCY that cover garbage, recycling, and organics. The Cities of Cloverdale, Cotati, Healdsburg, Petaluma, Rohnert Park, and Santa Rosa 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 Sebastopol has a current contract with Recology Sonoma Marin that will expire on July 1st, whereupon SCRR will take over. 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 of the County.

The AGENCY has a current contract with Careit for tracking edible food recovery activities and utilizes Microsoft Sharepoint to serve as part of the Implementation Record for all 10 jurisdictions.

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 Dr
STE B240
Santa Rosa, CA 95403
Phone: (707) 837-6134
E-mail: Xinci.tan@sonoma-county.org

Questions must be submitted no later than **12:00 pm PST on April 28, 2025**; no response will be made to questions submitted after this date. An addendum to this RFP will be published on the AGENCY's website (<https://zerowastesonoma.gov/agency/requests-for-proposals>) in response to any questions received. The PROPOSER is solely responsible for providing their email address by **April 28, 2025** 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 by email. 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 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 7922.000 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:

- a. All proposals shall be submitted digitally in writing and be in accordance with the requirements of this Request for Proposals. No facsimile mailed or hand delivered proposals will be accepted.
- b. The proposal shall be submitted to the AGENCY no later than **11:59 pm PST on May 5, 2025**. The e-mail subject line must clearly state **“Proposal for Compliance Software”** 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.
- c. Each proposal shall include all information required by this RFP and any subsequent addenda.
- d. 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 concerning 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:

- a. Award an agreement for services described in this RFP.
- b. Reject all proposals and not award an agreement.
- c. Reject any proposal.
- d. Select a proposal other than the lowest cost/highest payment proposal.
- e. 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.

- f. Waive defects and/or irregularities in any proposal.
- g. Request from any PROPOSER at any time during the evaluation process, clarification of any information contained in the proposal.
- h. Request "Best and Final" offers.
- i. Conduct interview(s) with any PROPOSER(s).
- j. Negotiate terms and conditions that are different from those described in this RFP and Agreement.
- k. Contact references provided and seek information from any client with which the PROPOSER has done business.
- l. 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:

- a. 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.
- b. If entity is a joint venture, submit a current copy of the joint venture agreement or contract.
- c. Federal Employer I.D. Number
- d. Complete name, mailing address, phone 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 Proposal including qualifications, experience, cost, and software features

Please provide answers to the requested information listed in Exhibit A – Proposed Response and refer to Exhibit B – Proposal Scoring Rubric for how the AGENCY will evaluate proposals.

4.3 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 D. 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 D.

4.4 Agreement for Consulting Services

The selected PROPOSER must execute and submit Exhibit C, acknowledging their willingness to sign the Agreement to Provide Compliance Software 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>
April 21, 2025	RFP Issued	AGENCY
April 28, 2025	Submit Addenda Distribution Information	PROPOSER
April 28, 2025	Submit Written Questions (12:00 p.m. PST)	PROPOSER
April 30, 2025	Answers to Written Questions are published	AGENCY
May 5, 2025	Proposals Due (11:59 p.m. PST)	PROPOSER
May 15, 2025	Award of Agreement (tentative)	AGENCY

6. ATTACHMENTS

Exhibit A: Proposed Response
Exhibit B: Proposal Scoring Rubric
Exhibit C: Proposal Authorization and Acknowledgement Form
Exhibit D: Draft Agreement for Software for Tracking Compliance with SB 1383 and Food Ware Ordinances
Exhibit E: All Data example export from Recyclist.xlsx

Exhibit A: Proposed Response

The contractor will provide software to track commercial generators' compliance with SB 1383 Regulations and local Disposable Food Ware and Polystyrene Foam Ban Ordinances. The software license will be held by the AGENCY and used by the AGENCY's staff, 10 member jurisdictions, the 3 franchised haulers servicing them, and contractors providing technical assistance to generators within those jurisdictions. The approximate combined number of commercial and multi-family generators in all 10 jurisdictions is 10,000 accounts.

In your proposal, please respond to the following.

1. **Experience:** Describe your organization's qualifications and experience in the management of software, large data sets, data security, and compliance tracking. State the number of years you have provided similar software to haulers, jurisdictions, and agencies.
2. **References:** Provide a minimum of two (2) California governmental clients that the AGENCY may contact as references.
3. **Contact Team/Location:** Provide the name, email, and phone number of the person who will serve as the AGENCY's primary contact and manage this contract. Include the team that would be assigned to the AGENCY's account and include their location.
4. **Onboarding Timeline:** State an estimated timeline with major tasks and milestones needed to take over the current compliance software, which includes setup, importing and transferring existing data, testing, and launching. These tasks will need to be completed and the new software to become live and fully functional prior to June 30, 2025, the end date of the current contract.
5. **Training:** What training opportunities and resources are available for users to familiarize themselves with the features of the software before the software goes live? State whether the same resources will be available for new users who are added in the future.
6. **Technical Support and Customer Service:** Describe the process which the AGENCY will need to follow when requesting assistance in using the software. Provide estimated response times from technical support staff and whether phone calls and virtual meetings are available should email be insufficient for troubleshooting.
7. **User Access:** Provide information on the number of unique logins available and the different roles/permissions available per user. State whether the AGENCY will have the ability to add and remove users at will and change other users' roles/permissions.
8. **Accessibility:** Provide information on which web browsers the software functions on and whether there are Android and iOS apps. State how mobile app functionality may be more limited than the browser.
9. **Pricing:** Please provide a formal quote for the cost of the software subscription, whether there are options for a 1-year or for multi-year contracts, and options for renewal. If there are one-time costs associated with setting up the software, recurring costs associated with data uploads, or other supplementary services, please provide those as separate line items.
10. **Data Uploads:** The AGENCY would prefer monthly data uploads for all 3 franchised haulers. Describe the timeline for how long uploads take, and how data accuracy and integrity will be

assured, especially given the number of users that may have access to the compliance software. State whether the AGENCY will be able to edit a generator's service levels (e.g., 4 yards/week trash to 2 yards/week trash) in between uploads.

11. Required features: If the software does not have the following features, describe the timeline for building them and if there will be additional costs for each line item. Feel free to include screenshots if necessary.

- a. Import generator data, which will be in an Excel or CSV format, from the Recyclist and from franchised haulers
- b. Logging education and outreach activities, including emails, phone calls, mailed letters, and site visits
- c. Approval and denial of space and de minimis waivers. Ability to sort generators by waiver issue or expiration dates. Notification reminder of waiver expiration.
- d. Logging food recovery inspections, complaints, and enforcement actions. Notification reminder of follow up tasks.
- e. Tracking records related to organic waste and paper procurement. Ability to upload procurement records in bulk.
- f. Export of all generator data in an Excel-compatible format. Please include attachment example or a screenshot of a file immediately after exporting.
- g. Dashboard that shows real-time compliance statistics at a glance, filtered by jurisdiction and by hauler. Graphs are preferable. Clicking on a specific statistic (e.g., 50 generators without organics collection service) will show the list of generators that fit that criterion.

12. Desired features: Please describe whether the software has the following features. If the software does not have the following features, describe the timeline for building them and if there will be additional costs for each line item. Feel free to include screenshots if necessary.

- a. Map of generators and food recovery organizations/services to plan efficient site visits and coordinate regional food distribution networks.
- b. Export of uploaded documents and pictures in bulk.
- c. Ability to mark generators as compliant, non-compliant, or partially compliant with food ware ordinances. Ability to mark generators that are using reusable food ware. Ability to filter generators by the aforementioned criteria.
- d. A way to flag problem generators and filter for them.
- e. Customizable form letters for bulk outreach emails and Notices of Violation (NOVs) that can be sent to selected generators from within the software. Ability to prepare form letters for bulk mailing to selected generators.

Exhibit B: Proposal Scoring Rubric

Criteria	Weighted Score
Completeness and satisfaction with responses to questions #1 -11 in Exh A	40%
Software has the desired features listed in question #12 in Exh A	20%
Price	30%
Requested exceptions or changes to the proposed contract language	10%

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 Software for Tracking Compliance with SB 1383 and Food Ware Ordinances (Exhibit D) and this RFP.
4. The undersigned certifies that this Proposal is irrevocable until September 2, 2025 (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.

_____ 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:

E-Mail Address:

Signature:

Date:

Exhibit D: Draft Agreement for Software for Tracking Compliance with SB 1383 and Food Ware Ordinances

This agreement ("Agreement"), dated as of May 15, 2025 ("Effective Date") is by and between Zero Waste Sonoma, also known as 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 providing software to track compliance with SB 1383 Regulations and local Disposable Food Ware and Polystyrene Foam Ban Ordinances; and,

WHEREAS, in the judgment of the Board of Directors of Agency, it is necessary and desirable to employ the services of Contractor to provide software to track compliance with SB 1383 Regulations and local Disposable Food Ware and Polystyrene Foam Ban Ordinances; 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 providing software to track compliance with SB 1383 Regulations and local Disposable Food Ware and Polystyrene Foam Ban Ordinances. Contractor shall perform services as defined in Exhibit A, Proposed Response.

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 Section 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 _____ monthly/annually for services rendered in accordance with tasks detailed in Section 1.1 above, Payment for satisfactory performance includes, without limitation, salary, fringe benefits, overhead, and profit.

3. Term of Agreement. The term of this Agreement shall be from **July 1, 2025 to XXXXX**, unless terminated earlier in accordance with the provisions of Section 4 below.

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 products 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. Contractor agrees to indemnify Agency against any third party claim(s) that Contractor's software infringes a third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). 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 insurance provided herein is primary coverage to the Agency with respect to any insurance or self-insurance programs maintained by the Agency.
- c. 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/Cyber 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.

a. Change in Information. Contractor shall notify Agency thirty (30) days prior to any change to the contact team information and location provided pursuant to Exhibit A – Proposed Response, that is initiated by Contractor, or within seven (7) days of Contractor becoming aware of a change to the information provided 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 Section 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 contact team and location information provided pursuant to Exhibit A – Proposed Response, 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 Section 10 limits Agency's right to terminate this Agreement pursuant to Section 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:
2300 County Center Dr STE B240
Santa Rosa, CA 95403
Email: Xinci.Tan@sonoma-county.org
Phone: (707) 837-6134

Contractor: Name
Attention:
Address
Email:
Phone:

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. 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: By: _____
Executive Director

Name: _____

CONTRACTOR: By: _____

Name: _____

Title: _____

APPROVED AS TO FORM FOR AGENCY:

By: _____
Agency Counsel