



April 14, 2017

REQUEST FOR PROPOSALS

**REQUEST FOR PROPOSALS FOR HOME COMPOSTING
EDUCATION SERVICES FOR THE
SONOMA COUNTY WASTE MANAGEMENT AGENCY**

Proposals due 3:00 p.m. on May 15, 2017

Submit proposal to:

Patrick Carter, Executive Director
Sonoma County Waste Management Agency
2300 County Center Drive, Suite B100
Santa Rosa, CA 95403

1. BACKGROUND AND INTENT

Definition of Terms

This section contains definitions that are used throughout this RFP.

COUNTY: The County of Sonoma

COMPOSTING: A process resulting from the controlled biological decomposition of organic material from a feedstock into a stable, humus-like product with many environmental benefits

RFP: This Request for Proposals

SCWMA: The Sonoma County Waste Management Agency, 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.

VERMICOMPOSTING: The practice of using worms to break down organic material into worm manure, which is typically used for soil amendment

Overview of Requested Services

The Sonoma County Waste Management Agency (SCWMA) is seeking an agreement with a CONTRACTOR to perform home composting education services. The goal of this program is to inform as many Sonoma County residents as possible of the importance of landfill diversion through proper home composting/vermicomposting actions, how to obtain the resources necessary to compost at home, and how to maintain home composting systems such that the systems operate properly and minimize potential odors and pests. Contractor shall be responsible for the planning, reservation of venues, development of specific educational materials, staffing, surveying, and reporting for all aspects of this program. Only outreach events taking place in Sonoma County for Sonoma County residents are eligible for payment through this program.

Completion of Exhibit A by the PROPOSER will define the key parameters and Scope of Services requested by the SCWMA for this RFP.

Responsibility of SCWMA

The SCWMA will provide Contractor access to existing SCWMA-generated outreach materials. Contractor may request additional assistance from SCWMA, but additional assistance is subject to SCWMA approval.

2. GENERAL INFORMATION

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

Questions

All questions pertaining to this RFP must be directed to:

Patrick Carter, Executive Director
2300 County Center Drive, Suite B-100
Santa Rosa, CA 95403

e-mail: Patrick.carter@sonoma-county.org

Questions must be submitted no later than 3:00 p.m. on **May 1, 2017**; 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 and fax number by **May 1, 2017** to the contact above so that the addendum can be circulated as soon as available. The SCWMA 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.

SCWMA Contact for Information

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

Appeals Process

Should any PROPOSER dispute the SCWMA's determinations and findings during the RFP process, such PROPOSER shall give the SCWMA 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 SCWMA decision or determination in dispute, provide SCWMA with a complete and comprehensive "Statement of Dispute" that discusses all the reasons why the PROPOSER disputes the SCWMA'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 SCWMA will review the Statement of Dispute, and may elect to hold an administrative hearing thereon, and may request PROPOSER to produce such further evidence as SCWMA deems material to a decision on the issue, after which time SCWMA 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 SCWMA's decisions and determinations made during the RFP process.

Confidentiality

SCWMA 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 SCWMA until the time SCWMA is considering award of a contract for the services. In addition, SCWMA has made a determination in accordance with Section 6255 of the Government Code that all PROPOSER proprietary financial information which is specifically identified by the PROPOSER as "confidential" shall not be made public by SCWMA and shall be returned to each PROPOSER, unless otherwise required by law. In the event a PROPOSER wishes to claim other portions of its proposal 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. Blanket designations of "confidential" shall not be effective. However, SCWMA will make a decision based upon applicable laws. SCWMA shall notify PROPOSER of any requests for disclosure under the Public Records Act. 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 SCWMA 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

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:

All proposals shall be in accordance with the requirements of this Request for Proposals. Proposals may be submitted by e-mail or delivery of physical copies. No facsimile proposals will be accepted. All proposals submitted by e-mail shall be compliant with all Americans with Disabilities Act requirements and shall be ready for posting on the SCWMA website. Proposals submitted by e-mail which fail to meet these requirements may be rejected by SCWMA.

All proposals shall be submitted to the SCWMA no later than **3:00 p.m.** on the time clock located at 2300 County Center Drive, Suite B100, Santa Rosa, California, on **May 15, 2017**. Proposals submitted in physical form must be clearly labeled on the outside with the name and the address of the firm submitting the proposal with the words: "Home Composting Education Services" in the address. One of the physical copies of the proposal shall be unbound to allow for ease of copying. Proposals must be addressed and delivered to the SCWMA contact found in Section 2 above.

PROPOSERS shall label one of the physical copies "Original", which shall govern in the event of any inconsistency among copies of the proposal. This original copy shall be bound.

Each physical copy of the proposal shall be printed on 8 1/2" by 11" paper, double-sided where appropriate, or if larger paper is required, it must be folded to 8 1/2" by 11". Paper shall be 100% post-consumer recycled content.

Each proposal shall include all information required by this RFP and any subsequent addenda.

Proposals received after the required submittal date will be rejected and will be returned. The SCWMA will not,

in any manner, be liable or responsible for any late delivery of proposals.

Evaluation Process

The SCWMA shall evaluate each proposal. All determinations with regard to the evaluation of proposals will be at the sole discretion of the SCWMA. Each proposal shall first be evaluated for completeness and for compliance with the requirements of this RFP. The SCWMA will then evaluate the benefit of the proposed services described in the proposal to the SCWMA and its citizens. The criteria for evaluation is included in Exhibit A.

Rights of the SCWMA

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

- Award an agreement for services described in this RFP.
- Reject all proposals and not award an agreement.
- Reject any proposal.
- Select a proposal other than the lowest cost/highest payment proposal.
- If during the course of negotiations with a selected PROPOSER, the SCWMA determines in its sole discretion that an acceptable Agreement cannot be negotiated, the SCWMA reserves the right to suspend negotiations with that PROPOSER and begin negotiations with another PROPOSER. Also, the SCWMA 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.
- Request “Best and Final” offers.
- 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 SCWMA and/or its 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.*

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.

Proposed Scope of Services

The PROPOSER must include a scope of work which, at minimum, addresses the items listed in Exhibit A – Proposed Scope of Services.

Insurance

The PROPOSER should demonstrate the ability to submit proof of the required insurance as set forth in the Agreement. Prior to award of the Agreement, the successful PROPOSER shall furnish the SCWMA 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.

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 SCWMA may contact to conduct a reference check regarding provision of the proposed service.

Agreement for Home Composting Education Services

The selected PROPOSER must execute the Agreement and submit Exhibit B, acknowledging their willingness to sign the Agreement for Home Composting Education Services attached hereto as Exhibit C to this RFP, unless modified pursuant to the procedures set forth herein. PROPOSER shall identify in its proposal any proposed modifications to the Agreement for Home Composting Education Services.

5. SCHEDULE

<u>Date</u>	<u>Action</u>	<u>Responsible Party</u>
April 14, 2017	Distribution of RFP	SCWMA
May 1, 2017	Submit Addenda Distribution Information	PROPOSER
May 1, 2017	Submit Written Questions	PROPOSER
May 15, 2017	Proposals Due (3:00 p.m.)	PROPOSER
June 21, 2017	Award of Agreement (tentative)	SCWMA

ATTACHMENTS

Exhibit A:	Proposed Scope of Services
Exhibit B:	Proposal Authorization and Acknowledgement Form
Exhibit C:	Form of Agreement

Home Composting Request for Proposals

Exhibit A

Scope of Work

Contractor shall provide the staffing and educational outreach materials to inform Sonoma County residents of the benefits, materials, and effort involved in composting and vermicomposting at home. Contractor shall submit a proposal which details the proposed program, Contractor's experience with similar outreach programs, the schedule for performing the work, how participation will be driven, how participants will be encouraged to take action, how the program will be self-evaluated, the budget for the program, and the level of involvement required by Sonoma County Waste Management Agency (SCWMA) staff.

Contractor shall provide these services in locations convenient for the information to be disseminated to diverse audiences such as farmers markets, fairs and expositions, schools, libraries, and other community gatherings. All events must take place in Sonoma County.

To enable the SCWMA to evaluate potential Home Composting Contractor proposals, please address each of the items below. The RFP evaluation committee will evaluate the Proposals based on completeness of answers to the items below and use of the following scoring criteria. Proposals must score at least 75 points to be considered for the agreement.

- (1) **(10 points)** Overview: Please provide an overview for your proposed Home Composting/Vermicomposting Program. Will resources be developed and/or presentations delivered in Spanish as well as English? Will events occur in each City/Town?
- (2) **(10 points)** Experience: Please describe your qualifications and experience providing educational outreach to Sonoma County residents. Please include home composting and/or vermicomposting educational outreach experience as well.
- (3) **(10 points)** Schedule: Please describe your outreach schedule. Would the program run year-round? How much time is needed before the first outreach event?
- (4) **(15 points)** Participation: Please describe your approach to driving participation to these educational events. What participation goals are you setting per event and per year?
- (5) **(20 points)** Taking Action: How will you motivate participants in these events to take personal action to compost or vermicompost at home? What resources will be developed?
- (6) **(15 points)** Evaluation: How will you measure whether participants took action and how much waste they reduced through that action? How will you measure whether participants kept the practices up over time?

- (7) **(15 points)** Budget: How much do you propose to charge the SCWMA for providing this service? Please include all aspects of the program for which reimbursement would be sought (e.g. staff time, printing costs, location reservations, entry fees, etc.).
- (8) **(5 points)** SCWMA Participation: How much SCWMA staff involvement will be required?



Home Composting Education Services

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 Home Composting Education Services (Exhibit C) and this RFP.
4. The undersigned certifies that this Proposal is irrevocable until _____, 2017 (minimum of 120 days from submittal).
5. The undersigned acknowledges that the SCWMA reserves the following rights and options related to proposals submitted in response to the RFP:
 - Award a single agreement for all services described in this RFP.
 - Award separate agreements to multiple Proposers for specific services described in this RFP.
 - Reject all Proposals and not award an agreement.
 - Reject any Proposal.
 - Select a Proposal other than the highest payment Proposal.
 - If during the course of negotiations with a selected Proposer, the SCWMA determines in its sole discretion that an acceptable Agreement cannot be negotiated, the SCWMA reserves the right to suspend negotiations with that Proposer and begin negotiations with another Proposer. Also, the SCWMA reserves the right to undertake simultaneous negotiations of the final Agreement with more than one Proposer.
 - Waive defects and/or irregularities in any Proposals.
 - Request from any Proposer at any time during the evaluation process, clarification of any information contained in the Proposal.
 - Request "Best and Final" offers.

- 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 agency with which the Proposer has done business.
- Take other such action that best suits the needs of the County 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: _____

Fax: _____

E-Mail Address: _____

Signature: _____ **Date:** _____

EXHIBIT C
AGREEMENT FOR HOME COMPOSTING EDUCATION SERVICES

This agreement ("Agreement"), dated as of _____, 2017 ("Effective Date") is by and between the Sonoma County Waste Management Agency, (hereinafter "SCWMA"), 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 Home Composting Education Services and related services; and

WHEREAS, in the judgment of the Board of Directors of SCWMA, it is necessary and desirable to employ the services of Contractor to perform educational services.

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 of establishing a contract for Home Composting Education Services. Contractor shall perform services as defined in Exhibit "A", Proposed Scope of Services.

1.2 Cooperation with SCWMA. Contractor shall cooperate with SCWMA and SCWMA 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 SCWMA determines that any of Contractor's work is not in accordance with such level of competency and standard of care, SCWMA, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with SCWMA 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 SCWMA, 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 SCWMA.
- 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 SCWMA to be key personnel whose services are a material inducement to SCWMA to enter into this Agreement, and without whose services SCWMA 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 SCWMA.
- 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. Contractor shall be paid an amount not to exceed _____ (\$_____) for services rendered, in accordance with Section 1.1 above and Exhibit A. 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.

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.

3. Term of Agreement. The term of this Agreement shall be from _____ to _____, with up to two annual extensions upon mutual agreement, which extensions may be authorized on behalf of the SCWMA by the SCWMA Executive Director, unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, SCWMA 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, SCWMA 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 SCWMA all materials and work product subject to Section 9.9 and shall submit to SCWMA 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 SCWMA, and to defend, indemnify, hold harmless, reimburse and release SCWMA, 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 SCWMA 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 SCWMA. If there is a possible obligation to indemnify, Contractor's duty to defend with legal counsel acceptable to SCWMA, 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 SCWMA.

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 SCWMA, 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 SCWMA with respect to any insurance or self-insurance programs maintained by the SCWMA.
- d. This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the SCWMA.

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 SCWMA.

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 SCWMA.

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

- 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 SCWMA 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 SCWMA's written request, certified copies of the insurance policies. Said policy copies shall be submitted within thirty (30) days of SCWMA'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. SCWMA, in its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, SCWMA may purchase such required insurance coverage, and without further notice to Contractor, SCWMA may deduct from sums due to Contractor any premium costs advanced by SCWMA for such insurance. These remedies shall be in addition to any other remedies available to SCWMA.

7. Prosecution of Work. The execution of this Agreement shall constitute Contractor's authority to proceed immediately with the performance of this Agreement. 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 SCWMA's Executive Director in a form approved by SCWMA Counsel. All other extra or changed work must be authorized in writing by the SCWMA Board of Directors.

9. Representations of Contractor.

9.1 Standard of Care. SCWMA 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 SCWMA shall not operate as a waiver or release.

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 SCWMA and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits provided to SCWMA staff. In the event SCWMA 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 SCWMA 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 SCWMA is audited for compliance regarding any withholding or other applicable taxes. Contractor agrees to furnish SCWMA 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 SCWMA 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 SCWMA, 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 SCWMA 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 SCWMA 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 SCWMA 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 SCWMA may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of SCWMA. 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 SCWMA.

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 SCWMA. SCWMA 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 SCWMA all such documents which have not already been provided to SCWMA in such form or format as SCWMA deems appropriate. Such documents shall be and will remain the property of SCWMA 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 SCWMA.

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 SCWMA'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, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

SCWMA: Sonoma County Waste Management Agency
Attention: Patrick Carter
2300 County Center Drive, Suite B-100
Santa Rosa, CA 95403
Phone: (707) 565-3687

FAX: (707) 565-3701

CONTRACTOR: Name

Attention:

Address:

City, State Zip

Phone:

Fax:

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 SCWMA 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 SCWMA 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 SCWMA 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.

SCWMA: SONOMA COUNTY WASTE MANAGEMENT AGENCY

By: _____
Chair

CONTRACTOR:

By: _____

Name: _____

Title: _____

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

By: _____
Executive Director, SCWMA

APPROVED AS TO FORM FOR SCWMA:

By: _____
SCWMA Counsel