



REQUEST FOR PROPOSALS

TO IMPLEMENT A REUSABLE FOODWARE INFRASTRUCTURE & SERVICE PROGRAM

Proposals due 5:00 p.m. on December 21, 2022

Submit proposal to:

Sloane Pagal, Zero Waste Program Manager
Sonoma County Waste Management Agency
2300 County Center Drive, Suite B100
Santa Rosa, CA 95403
sloane.pagal@sonoma-county.org

1. INTENT AND BACKGROUND

1.1 Definitions

This section contains definitions that are used throughout this RFP.

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

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

Contractor: The person or entity awarded the contract.

Proposer: The person or entity submitting a proposal in response to the RFP.

1.2 Overview of Requested Services

Agency seeks proposals for a reusable food ware infrastructure and services program.

Reusable foodware systems and services are an innovative and emerging industry. A reusable foodware system is typically a turn-key service, where a vendor provides dishware, inventory management, collection and washing of used dishes, containers, cups, etc., as well as redistribution of clean foodware for take-out and delivery of prepared food, or a subset of these services. Custom solutions may include part of the service, such as dishwashing/sanitizing of foodware provided by a customer or another service provider, closed-loop systems within specific distribution parameters (e.g., meal services), or some alternative that addresses the objectives of this program.

The primary objectives of this project are to:

1. Reduce consumption of single-use foodware at food facilities
2. Identify and recruit entities to receive service, and implement a system of reusable foodware alternatives
3. Establish local infrastructure to support ongoing participation in Sonoma County
4. Increase public exposure, interest, and buy-in to reusable foodware systems
5. Collect data related to number/volume of single-use items avoided, and report to the Agency

Section 4.2 details the Scope of Services requested by the Agency for this RFP.

All data and information furnished by Agency or referred to in this RFP are furnished for the Proposer's convenience. Agency does not guarantee that such data and information are accurate and assumes no responsibility whatsoever as to their accuracy or interpretation.

1.3 Existing Conditions & Context

Agency's Model Polystyrene and Disposable Food Service Ware Ordinance was adopted in 2018 and amended by the Board in January 2021. The goal of the Polystyrene and Disposable Food Service Ware Ordinance is to limit problematic single-use materials from entering the environment as litter and out of the local waste stream. As of November 2022, all Sonoma County jurisdictions have adopted some version of the ordinance, which prohibits the retail sale and use of select polystyrene foam products, requires single-use foodware to be locally compostable or recyclable, requires vendors to provide accessory items such as utensils, lids, straws, and condiments upon customer request only, requires vendors to procure and distribute foodware that is free of fluorinated chemicals (PFAS), and encourages the use of reusables. The Cities of Santa Rosa and Sebastopol have adopted a more rigorous ordinance that expands on the

Agency model to require reusables for dine-in customers. For specifics, please review municipal codes for each jurisdiction.

Life-cycle analysis studies of foodware show that reusables are better for the environment than single-use products and packaging in terms of greenhouse gas emissions, water consumption, resource extraction, waste generation, litter generation, and plastic pollution. Industry research from Upstream Solutions also shows significant benefits for business, including better customer experiences and insights, brand loyalty, and cost savings resulting from a transition from single-use to reusable foodware.

To help build capacity for reusables in Sonoma County, the development of local infrastructure and direct recruitment of food facilities must be prioritized. The purpose of this RFP is to identify one contractor to test a model that replaces single-use foodware with reusable alternatives, based on the geographic, social, and economic characteristics of Sonoma County, that is accessible and preferable to disposables. Solutions may include dishwashing services, cup and container rental/borrowing, reusable takeout and delivery programs, and more.

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:

Sloane Pagal, Zero Waste Program
Sonoma County Waste Management Agency
2300 County Center Drive, Suite B100
Santa Rosa, CA 95403
fax: 707/565-1730 e-mail: sloane.pagal@sonoma-county.org

Questions must be submitted no later than 3:00 p.m. on **December 5, 2022**; no response will be made to questions submitted after this date. Responses will be prepared to any questions received. The Proposer is solely responsible for providing their email address by **December 5, 2022** to the contact above so that the responses can be circulated as soon as available.

2.2 Agency Contact for Information

All requests for additional information regarding this RFP should be directed to Agency's staff person, 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 Agency's determinations and findings during the RFP process, such Proposer shall give 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 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 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, and who shall have seven (7) calendar days to respond to the Statement of Dispute.

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

2.4 Confidentiality

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

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

3. INSTRUCTIONS TO PROPOSERS AND PROCEDURES FOR SUBMITTAL

3.1 Submittal Rules

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

- All proposals shall be submitted in writing and be in accordance with the requirements of this Request for Proposals. No facsimile, mailed or hand delivered proposals will be accepted.
- The proposal shall be submitted to Agency no later than **5:00 p.m. on December 21, 2022**. The e-mail subject line must clearly state "**Reusable Foodware Infrastructure and Service Proposal**" and the e-mail content must include the name and the address of the firm submitting the proposal. Proposals must be sent by email to Agency contact found in Section 2.1 above.

- Each proposal shall include all information required by this RFP and any subsequent addenda.
- 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 Rights of the Agency

Contractors shall submit an appropriately signed Exhibit A – Proposal Authorization and Acknowledgement Form stating that the Contractor agrees with the rights of Agency as described below. Agency 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 Contractor, the Agency determines in its sole discretion that an acceptable Agreement cannot be negotiated, the Agency reserves the right to suspend negotiations with that Contractor and begin negotiations with another Contractor. Also, the Agency reserves the right to undertake simultaneous negotiations of the final Agreement with more than one Contractor.
- Waive defects and/or irregularities in any proposal.
- Request from any Contractor 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 Contractor(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 Contractor has done business.
- Take other such action that best suits the needs of Agency, its member agencies and/or their citizens.

Contractors are notified that the costs of preparing and submitting proposals and the risks associated therewith shall be borne solely by the Contractor. No compensation will be provided to Contractors 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 Contractor’s unconditional acceptance of the performance obligations set forth in the RFP. An officer of the proposing entity authorized to bind the Contractor to the proposal terms must sign this letter.

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

- Official name and address. Indicate the type of entity and list its officers (e.g. corporation, partnership, sole proprietorship). Indicate the date and place of incorporation or organization.
- If entity is a joint venture, submit a current copy of the joint venture agreement or contract.
- Federal Employer I.D. Number

- Complete name, mailing address, phone number, fax number and email address (if available) of the person to receive notices and who is authorized to make decisions or represent the company with respect to this RFP.

4.2 Scope of Work

The Agency is seeking the professional services of a Contractor with expertise in reusable foodware systems, technical assistance, and multi-lingual outreach. The selected Contractor will lead efforts to establish a reusable foodware service for interested businesses and patrons in Sonoma County. This will involve the following tasks:

Task 1: Work Plan

The Contractor will work with Agency Staff to finalize the service and to market the service to businesses. This will include participating in local business forums as well as meeting with individual businesses to promote the concept, or other direct outreach. The Contractor will submit a Work Plan that includes, at a minimum:

- Process necessary to establish a local program for implementing a reusable foodware system
- Description of infrastructure, products, staffing, and partnerships sought to support this program
- The overall goals of the project, the project implementation location(s) and timeline (from start to end), and the anticipated impact of the project
 - Goals should be specific, realistic, timely, and measurable

Agency is open to a range of project types including but not limited to:

- Implementing reusables for on-site dining and/or takeout at food facilities such as cafés, restaurants, and institutional dining facilities
- Reusable cups, containers and other foodware items for on-site use at events and large gatherings
- Launching or expanding services that facilitate the use of reusables, such as dishwashing services, cup and container rental services, etc.
- Testing reusable solutions in real-world food-service scenarios to evaluate consumer demand and perception, and gather information on financial, operations, and environmental impacts
- Implementing reusable foodware systems operated by third-party vendors who provide, collect, wash, and redistribute the foodware
- Introducing reusable foodware for meal delivery apps and services, and other solutions that reduce the community's dependence on single-use foodware item

Task 2: Procure Products and Materials

The Contractor will identify what products it will offer and procure on behalf of the Agency as part of the program based on their understanding of the Agency's ten member jurisdictions. This could include cups, plate/dishes for in-house dining, silverware, and/or takeout containers. Agency is open to options for starting with certain products and expanding to others based on market adoption and business interest. Agency has done some initial outreach and has received strong interest in cups and utensils from a local franchise owner of a national chain.

Task 3: Conduct Outreach to Establish Community Partnerships

Agency will provide information related to previous reusables business outreach and share contact information that may assist the Contractor with partnership development. However, it is up to the Contractor to connect with and recruit food providers to participate in the program.

Task 4: Program Implementation

The Contractor will establish the infrastructure necessary to implement the reusable foodware program. This will include purchasing on behalf of the Agency the food ware products as well as ordering, installing, or identifying drop-off locations. If needed, Agency will work with the provider to identify dish washing facilities. This could include locations in community centers or local schools that already have dish washing capabilities or could support such operations with additional enhancements. Agency may work with the provider to determine local staffing needs and connect the provider to organizations that may be able to assist with hiring. The Contractor will operate the reusable food ware program for up to three consecutive fiscal years. This includes managing and implementing all aspects of the process from marketing and promotion to collection, cleaning and restocking and replacing foodware when necessary. The Contractor will perform tasks described in work plan on the proposed timeline.

Task 5: Monitoring and Communication

The Contractor will monitor program implementation progress and determine what improvements are needed to increase adoption by businesses and by customers. The Contractor shall compile the data reflecting;

- The number of businesses/organizations participating in the program,
- The number/volume and type of single-use items prevented, reused and/or recovered,
- The greenhouse gas emissions impact of the program, and
- How the program will be monitored and measured and the methodology by which you will measure impact, such as using software, estimating waste based on volume, etc.

This data should be reported annually through the contract term.

The Contractor will meet with Agency monthly initially and then quarterly or as needed to report the progress and challenges experienced and share recommendations for improvements. The intent of the program is to establish a long-term, viable reusable food ware service throughout the 10 member jurisdictions.

Task 6: Submit Interim and Final Reports

The Contractor will submit to the Agency a brief Draft Report for review and comment annually. The described above in Task 4, should be presented in sortable electronic and paper formats.

Minimum data to be presented includes:

- Number of participating food facilities
- Quantity of material by type converted from disposables to reusables for each entity and overall project
- Photo documentation and description of food facilities
- Brief case study of at least one participating restaurant, event, or facility
- Funding allocation for infrastructure, equipment, staffing,

Upon receiving comments from Agency, the Contractor shall prepare a Final Report annually and present it to the Agency.

4.3 Qualifications and Experience of Firm

The proposal should include the Contractor's experience relevant to the requested services and qualifications and resumes of key personnel that will be assigned to the management of the Agreement. The Contractor will describe the history, purpose, and primary activities of their business. Indicate any similar projects previously implemented by your group. Describe the geographic area of current operations, entities you are providing services to, and the primary funding sources for your business.

If the Contractor cannot provide all of the information requested under Section 4.1.c. above, then the Contractor must provide descriptions of similar work performed for other clients. In either case, the description shall list the:

Request For Proposals to Implement a Reusable Foodware Infrastructure & Service Program in Sonoma County

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

Contractor should ideally provide a minimum of two (2) California governmental clients that Agency may contact to conduct a reference check regarding provision of the proposed service, if applicable.

4.4 Subcontractors

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

4.5 Schedule and Timeline

Period Work will commence when a signed contract is in place, preferably no later than January 1, 2023, and all work shall be completed within the fiscal year ending June 30, 2025. The start of work shall be the kickoff meeting with Agency.

4.6 Budget and Future Financial Sustainability

Work will be compensated on a time and materials basis. Contract pricing should include all labor, expenses, and incidentals to complete the work outlined in the contract scope. The Contractor will bill monthly. No additional compensation will be due by Agency unless the contract is modified for additional work requested by Agency.

Agency has allocated \$75,000 in total funding for this project over three fiscal years. The Contractor must provide details on how the budget will be used over the three fiscal years: (January 2023 - June 30, 2023; July 1, 2023 - June 30, 2024; July 1, 2024 - June 30, 2025)

The Contractor will define how the project might become financially viable and self-sustaining after the expiration of the funding period and/or what opportunities for scaling up might be unlocked through the program activities (e.g., identify opportunities to expand geographically or to a wider variety of disposable foodware items prevented, etc.). If applicable, provide details on how future expenses might be met, e.g., investment or grant funding opportunities once proof of concept is obtained, possible partnerships, etc.

4.7 Equity and Community Involvement

Referring to your proposed project and/or your organization's work in general, please describe efforts to advance equity and inclusion in your organization, in your community, and/or through your programs and services in one or more of the following areas:

- Increasing access for those in need of food, products and /or services.
- Improving the community by offering education, training, recreation or other lacking services.
- Job training and creation of jobs for marginalized and/or under-employed community members.
- Working with and supporting community organizations in your community.
- Other

NOTE: If you have addressed equity and community involvement in response to previous questions, no need to repeat. Just reference the question response(s) that contain(s) the information.

4.8 Insurance

The Contractor should demonstrate the ability to submit proof of the required insurance as set forth in the Agreement attached to this RFP as Exhibit B. Prior to award of the Agreement, the successful Contractor shall furnish Agency with Certificates of Insurance clearly evidencing all required insurance and endorsements. The successful Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the successful Contractor, its agents, representatives, employees or subcontractors. If Contractor wishes to change specific insurance terms, these exceptions must be noted in Exhibit B.

4.9 Agreement for Services

The selected Contractor must execute and submit the Agreement, which includes a requirement to attached hereto as Exhibit B to this RFP, unless modified pursuant to the procedures set forth herein. Contractor shall identify in its proposal any requested modifications to the Agreement.

5. Evaluation of Proposals

This solicitation has been developed in the RFP best value format. Accordingly, firms should take note that multiple factors as identified in the RFP will be considered by the Evaluation Committee to determine which proposal best meets the requirements set forth in the RFP document. Price alone will not be the sole determining criteria. Proposal Evaluation Criteria: An Evaluation Committee, using the following evaluation criteria for this RFP, will evaluate all responsive proposals to this RFP. Firms are requested to submit their proposals so that they correspond to and are identified with the following specific evaluation criteria (100 total points possible):

Criteria	Points
Firm's (including any subcontractors) Qualifications and experience in providing similar services and equipment as defined in the RFP, including References	20
Staff / Team's (including any subcontractors) Qualifications and experience in providing similar services and equipment as defined in the RFP, including References	15
Demonstrated Understanding of the overall project and proposed approach that addresses the requested Scope of Work	50
Detailed Project Timeline	15

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

6. AGENCY RFP SCHEDULE

<u>Date</u>	<u>Action</u>	<u>Responsible Party</u>
November 21, 2022	Distribution of RFP	AGENCY
December 5, 2022	Submit Written Questions (3:00 p.m.)	PROPOSER
December 7, 2022	Response to Submitted Questions	AGENCY
December 21, 2022	Proposals Due (5:00 p.m.)	PROPOSER
January 20, 2023	Award of Agreement (tentative)	AGENCY
June 30, 2025	Work completed	CONTRACTOR

7. ATTACHMENTS

Exhibit A: Proposal Authorization and Acknowledgement Form
Exhibit B: Form of Agreement

Exhibit A

Proposal Authorization and Acknowledgement Form

NAME OF PROPOSER _____

ORGANIZATION _____

1. The undersigned is a Proposer under this RFP and possesses the legal authority to submit this Proposal.
2. The undersigned is authorized to conduct all negotiations for and legally bind the Proposer in all matters relating to this Proposal submittal.
3. The undersigned has reviewed, understands, is able to comply with and agrees to be bound by the conditions described in the Agreement for Professional Services (Exhibit B) and this RFP.
4. The undersigned certifies that this Proposal is irrevocable for 120 days from the date of submittal.
5. The undersigned acknowledges that 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 CONTRACTOR, Agency determines in its sole discretion that an acceptable Agreement cannot be negotiated, Agency reserves the right to suspend negotiations with that Contractor and begin negotiations with another Contractor. Also, Agency reserves the right to undertake simultaneous negotiations of the final Agreement with more than one Contractor.
 - 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 Agency and/or its citizens.

Form of Agreement

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

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

Print Name: _____

Title: _____

Organization: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Signature: _____ Date: _____

Exhibit B
**AGREEMENT FOR CONSULTING SERVICES TO IMPLEMENT A REUSABLE FOODWARE
INFRASTRUCTURE & SERVICE PROGRAM IN SONOMA COUNTY**

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

RECITALS

WHEREAS, Contractor represents that it is duly qualified and experienced in Services related to the provision of a reusable foodware infrastructure and service program ("Program") and

WHEREAS, in the judgment of the Board of Directors of Agency, it is necessary and desirable to employ the services of Contractor to operate the Program; and,

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

AGREEMENT

1. Scope of Services.

1.1 Contractor's Specified Services. This Agreement is entered into for the purpose performing Services related to the Project and Study. Contractor shall perform services as defined in Exhibit A, Scope of Services.

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

1.3 Performance Standard. Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. If Agency determines that any of Contractor's work is not in accordance with such level of competency and standard of care, Agency, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with Agency to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

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

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

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

2. Payment.

2.1 Contractor shall be paid for services rendered on a time and materials basis in accordance with ExhibitB, upon monthly invoices for work billed and satisfactorily performed.

2.2 Monthly invoices shall be submitted by Contractor and shall identify the work completed, the number of hours for the month, by job classification and the amount for work completed.

3. Term of Agreement. The term of this Agreement shall be from January 1, 2023 to June 30, 2025, unless terminated earlier in accordance with the provisions of Article 4 below.

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

4. Termination.

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

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

4.3 Delivery of Work Product and Final Payment Upon Termination.

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

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

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

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

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

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

- a. The Agency, its Board of Directors and staff, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.
- b. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.
- c. The insurance provided herein is primary coverage to the Agency with respect to any insurance or self-insurance programs maintained by the Agency.
- d. This policy shall not be cancelled or materially changed without first giving thirty (30) days' prior written notice to the Agency.

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

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

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

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

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

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

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

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

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

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

9. Representations of Contractor.

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

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

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

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

9.5 Conflict of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further

covenants that in the performance of this Agreement no person having any such interests shall be employed by Contractor. In addition, if requested to do so by Agency, Contractor shall complete and file and shall require any other person doing work under Contractor and this Agreement to complete and file a "Statement of Economic Interest" with Agency disclosing Contractor's or such other person's financial interests.

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

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

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

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

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article 10 limits Agency's right to terminate this Agreement pursuant to Article 4.

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

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

Agency: Zero Waste Sonoma
Attention: Sloane Pagal
2300 County Center Drive, Suite B 100
Santa Rosa, CA 95403
Email: Sloane.pagal@sonoma-county.org
Phone: (707) 565-1730
FAX: (707) 565-3701

Contractor: Name
Attention:
Address:
Email:
Phone:
City, State Zip 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 email/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 email/facsimile transmission, and (3) the email/facsimile is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

AGENCY: SONOMA COUNTY WASTE MANAGEMENT AGENCY

By: _____
Chair

CONTRACTOR:

By: _____

Name: _____

Title: _____

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

By: _____
Executive Director, AGENCY

APPROVED AS TO FORM FOR AGENCY:

By: _____
Agency Counsel

Exhibit A Scope of Work

The Agency is seeking the professional services of a Contractor with expertise in reusable foodware systems, technical assistance, and multi-lingual outreach. Contractor will lead efforts to establish a reusable foodware service for interested businesses and patrons in Sonoma County. This will involve the following tasks:

Task 1: Work Plan

The Contractor will work with Agency Staff to finalize the service and to market the service to businesses. This will include participating in local business forums as well as meeting with individual businesses to promote the concept, or other direct outreach. The Contractor will submit a Work Plan that includes, at a minimum:

- Process necessary to establish a local program for implementing a reusable foodware system
- Description of infrastructure, products, staffing, and partnerships sought to support this program
- The overall goals of the project, the project implementation location(s) and timeline (from start to end), and the anticipated impact of the project
 - Goals should be specific, realistic, timely, and measurable

Agency is open to a range of project types including but not limited to:

- Implementing reusables for on-site dining and/or takeout at food facilities such as cafés, restaurants, and institutional dining facilities
- Reusable cups, containers and other foodware items for on-site use at events and large gatherings
- Launching or expanding services that facilitate the use of reusables, such as dishwashing services, cup and container rental services, etc.
- Testing reusable solutions in real-world food-service scenarios to evaluate consumer demand and perception, and gather information on financial, operations, and environmental impacts
- Implementing reusable foodware systems operated by third-party vendors who provide, collect, wash, and redistribute the foodware
- Introducing reusable foodware for meal delivery apps and services, and other solutions that reduce the community's dependence on single-use foodware item

Task 2: Procure Products and Materials

The Contractor will identify what products it will offer and procure on behalf of the Agency as part of the program based on their understanding of the Agency's ten member jurisdictions. This could include cups, plate/dishes for in-house dining, silverware, and/or takeout containers. Agency is open to options for starting with certain products and expanding to others based on market adoption and business interest. Agency has done some initial outreach and has received strong interest in cups and utensils from a local franchise owner of a national chain.

Task 3: Conduct Outreach to Establish Community Partnerships

Agency will provide information related to previous reusables business outreach and share contact information that may assist the Contractor with partnership development. However, it is up to the Contractor to connect with and recruit food providers to participate in the program.

Task 4: Program Implementation

The Contractor will establish the infrastructure necessary to implement the reusable foodware program. This will include purchasing the food ware products on behalf of the Agency as well as ordering, installing, or identifying drop-off locations. If needed, Agency will work with the provider to identify dish washing facilities. This could include locations in community centers or local schools that already have dish washing capabilities or could support such

operations with additional enhancements. Agency may work with the provider to determine local staffing needs and connect the provider to organizations that may be able to assist with hiring. The Contractor will operate the reusable food ware program for up to three consecutive fiscal years. This includes managing and implementing all aspects of the process from marketing and promotion to collection, cleaning and restocking and replacing foodware when necessary. The Contractor will perform tasks described in work plan on the proposed timeline.

Task 5: Monitoring and Communication

The Contractor will monitor program implementation progress and determine what improvements are needed to increase adoption by businesses and by customers. The Contractor shall compile the data reflecting;

- The number of businesses/organizations participating in the program,
- The number/volume and type of single-use items prevented, reused and/or recovered,
- The greenhouse gas emissions impact of the program, and
- How the program will be monitored and measured and the methodology by which you will measure impact, such as using software, estimating waste based on volume, etc.

This data should be reported annually through the contract term.

The Contractor will meet with Agency monthly initially and then quarterly or as needed to report the progress and challenges experienced and share recommendations for improvements. The intent of the program is to establish a long-term, viable reusable food ware service throughout the 10 member jurisdictions.

Task 6: Submit Interim and Final Reports

The Contractor will submit to the Agency a brief Draft Report for review and comment annually. The described above in Task 4, should be presented in sortable electronic and paper formats.

Minimum data to be presented includes:

- Number of participating food facilities
- Quantity of material by type converted from disposables to reusables for each entity and overall project
- Photo documentation and description of food facilities
- Brief case study of at least one participating restaurant, event, or facility
- Funding allocation for infrastructure, equipment, staffing,

Upon receiving comments from Agency, the Contractor shall prepare a Final Report annually and present it to the Agency.

Exhibit B
Compensation

[to be inserted]