



## **REQUEST FOR PROPOSALS**

### **REQUEST FOR PROPOSALS FOR A FEASIBILITY STUDY OF PROPERTY TO BECOME A HOUSEHOLD HAZARDOUS WASTE FACILITY FOR ZERO WASTE SONOMA**

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**Proposals due 3:00 p.m. on March 13, 2020**

**Submit proposal to:**  
Courtney Scott, HHW Program Manager  
Zero Waste Sonoma  
2300 County Center Drive, Suite B100  
Santa Rosa, CA 95403

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## 1. INTENT AND BACKGROUND

### 1.1 Definitions

This section contains definitions that are used throughout this RFP.

**AGENCY:** Zero Waste Sonoma, also known as 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.

**HHW:** Household Hazardous Waste

**RFP:** Request for Proposals

### 1.2 Overview of Requested Services

The AGENCY is seeking professional assistance to assess the feasibility of a potential site for a new permanent HHW facility. The site is not identified yet and may be bare land for a new-build or an existing building for retrofit. **The PROPOSER should address both property options (bare land and existing structure) in their response.** The AGENCY wishes to enter into an agreement prior to selecting a preferred property to allow for a faster purchasing process contingent upon a successful feasibility study.

The feasibility study shall include, at a minimum, property analysis, a topographic survey, existing conditions analysis and drawings, permitting analysis, improvement options, code analysis, civil engineering services, a construction cost estimate, and a Phase 1 Environmental Assessment. The proposal shall include all time and materials required to complete the feasibility study.

**Exhibit A details the Scope of Services requested by the Agency for this RFP.**

All data and information furnished by the AGENCY or referred to in this RFP are furnished for the PROPOSER's convenience. The AGENCY does not guarantee that such data and information are accurate and assumes no responsibility whatsoever as to their accuracy or interpretation. PROPOSERS shall satisfy themselves as to the accuracy or interpretation of all such information or data.

### 1.3 Existing Conditions

The AGENCY's household hazardous waste program has been providing opportunities for residents and small businesses to dispose of their wastes since 1993. The current program consists of one permanent HHW facility located at the Sonoma County Central Disposal Site, HHW Collection Events held weekly throughout the County, and an appointment based door-to-door collection program called the HHW Rover.

The AGENCY is searching for property to build a new HHW facility that would be more accessible to northern Sonoma County residents as well as the larger population of Santa Rosa. The new facility may be larger than the existing facility and may become the primary HHW location in Sonoma County.

## 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:

Courtney Scott, HHW Program Manager  
Zero Waste Sonoma  
2300 County Center Drive, Suite B100  
Santa Rosa, CA 95403  
e-mail: Courtney.Scott@sonoma-county.org

Questions must be submitted no later than 3:00 p.m. on **March 4, 2020**; 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 e-mail address by **March 4, 2020** to the contact above so that the addendum can be circulated as soon as available. The AGENCY cannot assure that every entity receiving an RFP will receive the addenda. All addenda shall become part of the Agreement documents, and all PROPOSERS are bound by such addenda, whether or not received by the PROPOSER.

## 2.2 AGENCY Contact for Information

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

## 2.3 Appeals Process

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

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

The AGENCY will review the Statement of Dispute, and may elect to hold an administrative hearing thereon, the format of which shall be determined at the AGENCY's discretion, 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 after AGENCY awards a contract for the services. 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. AGENCY shall notify PROPOSER of any requests for disclosure of documents marked confidential by PROPOSER 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 AGENCY from any claims and/or litigation relating to a claim of confidentiality.

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

## **3. INSTRUCTIONS TO PROPOSERS AND PROCEDURES FOR SUBMITTAL**

### **3.1 Submittal Rules**

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

1. All proposals shall be submitted via e-mail and be in accordance with the requirements of this Request for Proposals. No facsimile or hard-copies of the proposals will be accepted.
2. The proposal shall be submitted to the AGENCY no later than **3:00 p.m. on March 13, 2020**. The e-mail subject line must clearly state **"HHW Feasibility Study Proposal"** and the e-mail content must include the name and the address of the firm submitting the proposal. Proposals must be sent to the AGENCY contact found in Section 2.1 above.
3. Each proposal shall include all information required by this RFP and any subsequent addenda.
4. Proposals received after the required submittal date and time will be rejected. The AGENCY will not, in any manner, be liable or responsible for any late delivery of proposals.

### **3.2 Evaluation Process**

The AGENCY shall evaluate each proposal. All determinations with regard to the evaluation of proposals will be at the sole discretion of the AGENCY. Each proposal shall first be evaluated for completeness and for compliance with the requirements of this RFP. The AGENCY will evaluate the cost of services of the proposal, including, but not limited to, all costs, benefits and risks to the AGENCY and its citizens.

### **3.3 Rights of the AGENCY**

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

1. Award an agreement for services described in this RFP.
2. Reject all proposals and not award an agreement.
3. Reject any proposal.
4. Select a proposal other than the lowest cost proposal.
5. If during the course of negotiations with a selected PROPOSER, the AGENCY determines in its sole discretion that an acceptable Agreement cannot be negotiated, the AGENCY reserves the right to suspend negotiations with that PROPOSER and begin negotiations with another PROPOSER. Also, the AGENCY reserves the right to undertake simultaneous negotiations of the final Agreement with more than one PROPOSER.
6. Waive defects and/or irregularities in any proposals.
7. Request from any PROPOSER at any time during the evaluation process, clarification of any information contained in the proposal.
8. Request "Best and Final" offers.
9. Conduct interview(s) with any PROPOSER(s).
10. Negotiate terms and conditions that are different from those described in this RFP and Agreement.
11. Contact references provided and seek information from any client with which the PROPOSER has done business.
12. Take other such action that best suits the needs of the AGENCY 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.**

##### **4.1 Letter of Submission**

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

##### **4.2 Company/Organization Information**

PROPOSER shall describe, in detail, 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, and e-mail address of the person to receive notices and who is authorized to make decisions or represent the company with respect to this RFP.

#### **4.3 Payment Obligation for Services**

The sole obligation of the AGENCY for all services to be provided under the terms of this RFP and the Agreement shall be payment for all work on a time and material basis with a firm cap which requires the selected PROPOSER to perform all the work for an amount not to exceed the cap regardless of whether it actually takes more time or more materials than anticipated. Payment may include individual costs for identified sub-tasks. The selected PROPOSER must complete all tasks and/or sub-tasks for the agreed-upon cost and will not have a basis to request additional payment.

#### **4.4 Proposed Scope of Work**

The consultant must include a scope of work which, at minimum, addresses the tasks described in Exhibit A – Scope of Services. Proposals detailing subtasks and clearly notated optional or alternative tasks will be rated higher in this criterion than proposals which do not.

#### **4.5 Detailed Cost Proposal**

The proposal should include a cost proposal specifying key personnel, hours to complete each specific task or subtask, hourly billing rate, and resulting line item cost. Proposals omitting detailed cost proposals will be considered incomplete and rated lower in this criterion than proposals which include a thorough explanation of costs.

#### **4.6 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 AGENCY with Certificates of Insurance clearly evidencing all required insurance and endorsements. The successful PROPOSER shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the successful PROPOSER, its agents, representatives, employees or subcontractors.

#### **4.7 Qualifications and Experience of Firm**

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

PROPOSER should provide a minimum of two (2) California governmental clients that the AGENCY may contact to conduct a reference check regarding provision of the proposed service. The PROPOSER should be providing or have provided similar services as requested herein to the governmental entity within the last fifteen (15) years.

If the PROPOSER cannot provide all of the information requested under Section 4.7 above, then the PROPOSER must provide descriptions of similar work performed for other clients. In either case, the description shall list the:

- dates and a description of the services that were provided;
- names and responsibilities of the team members involved with the referenced work; and

- name, address, and telephone number of a contact person of each client who would be most familiar with the services provided.

#### **4.8 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.

#### **4.9 Agreement for Consulting Services**

The selected PROPOSER must execute the Agreement for Consulting Services attached hereto as Exhibit B 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 Consulting Services.

### **5. SCHEDULE**

<u>Date</u>	<u>Action</u>	<u>Responsible Party</u>
February 21, 2020	Distribution of RFP	AGENCY
March 4, 2020	Submit Addenda Distribution Information	PROPOSER
March 4, 2020	Submit Questions	PROPOSER
March 13, 2020	Proposals Due	PROPOSER
April 15, 2020	Award of Agreement (tentative)	AGENCY

### **6. ATTACHMENTS**

- Exhibit A: Scope of Services and Evaluation Criteria
- Exhibit B: Agreement for Consulting Services
- Exhibit C: Proposal Authorization and Acknowledgement Form





## **Exhibit A**

### **Scope of Services and Evaluation Criteria**

Zero Waste Sonoma (AGENCY) is seeking professional assistance to potentially expand household hazardous waste (HHW) collection services in Sonoma County. The purpose of this Request for Proposals (RFP) is to develop a feasibility study for the purposes of assessing a potential site to become a new permanent HHW facility. The site is not yet identified and may be bare land for a new-build or an existing building for retrofit. Proposers must include both land-type options in their response.

Once a property is selected by the AGENCY and its Board of Directors, the Executive Director will provide the Proposer with a written Notice to Proceed.

The primary objective of this study is to determine if a site is viable to become an HHW facility and to determine a plan of action to construct an HHW facility. The chosen Proposer will be expected to work in conjunction with, and receive input from, the AGENCY and other AGENCY contractors for their expertise in HHW design and operations.

The required Scope of Services must include, but is not limited to, the following tasks:

#### **Task 1: Project Scoping**

Confirm Zero Waste Sonoma's project scope by identifying conceptual goals, space uses, workflow, equipment, and project requirements.

#### **Task 2: Property Research**

Research and provide a report on site zoning, permitted uses, easements, restrictions, setbacks, dedications, utilities and capacities, and ingress and egress opportunities or restrictions.

#### **Task 3: Photo Documentation**

Provide photo documentation of selected site, surrounding context, and existing building conditions.

#### **Task 4: Code Analysis**

Review most up-to-date version of the California Code of Regulations, local zoning ordinances, fire and building codes, and any other applicable regulations regarding the design, management, and operations of HHW. A summary of requirements will be provided as they pertain to the proposed new HHW facility.

#### **Task 5: Permitting and Approval Analysis**

Provide a summary of the permitting and approval process, special study requirements, offsite improvements, and any other permitting concerns as required by the County of Sonoma and/or governing local jurisdiction. Meeting time spent with the jurisdiction's Planners and Engineers must be included.

#### **Task 6: Topographic Survey**

Conduct a topographic survey of the project parcel and provide drawings as part of Task 8. The drawings should include ground elevation contours and features, vegetation, utilities, structures, roads, and drainage features.

#### **Task 7: Phase 1 Environmental Assessment**

Perform a complete Phase 1 Environmental Site Assessment of the selected parcel in accordance with ASTM Standards E1527-05 for Environmental Site Assessments. The assessment must include:

- A review of past and current land use for indications of the manufacture, generation, use, storage, and/or disposal of hazardous substances;
- Evaluation of potential soil or groundwater contamination resulting from past and present site use activities and adjacent off-site operations (where possible);
- A rendering of the findings and professional opinions regarding the potential for environmental contamination at the site; and
- Further investigations, if necessary, to evaluate whether contamination or hazards exist.

A written report will be provided with the findings and recommendations regarding the site condition.

#### **Task 8: Existing Conditions Drawings**

Prepare drawings of the selected site including land and existing structures. Drawings must include topography from Task 6, property boundaries, conceptual site grading, drainage, and findings from Task 7, the Phase 1 Environmental Assessment.

#### **Task 9: Improvement Options**

Develop conceptual architectural site and floor plan options based on previous task findings and recommend solutions for the site and building improvements. Finalize a design drawing that can be used for construction bidding.

#### **Task 10: Feasibility Study Report and Conceptual Cost Estimate**

Prepare a final feasibility study report that includes a summary of all tasks, existing conditions project scope, programmatic requirements, proposed development plans for the site and building, architectural, mechanical and electrical systems, and provide a preliminary cost estimate including construction and permitting costs. The final feasibility study report must include civil engineering services detailing utilities, drainage, a preliminary storm water management plan, and a conceptual site plan.

#### **Task 11: Additional Projects Not Yet Identified**

The Proposer may suggest additional tasks that have not yet been identified. The proposal shall include a detailed explanation of the additional tasks and include the cost of each task.

## Evaluation Criteria

1. **Ability to perform services as specified within the RFP and all the tasks listed above based on prior experiences (30 points).** Describe the Proposer's qualifications and experience in designing HHW facilities. Include past examples of projects with previous permanent HHW facilities in California within the last twenty (20) years. If Proposer does not have relevant experience with permanent HHW facilities in California, experience with other types of HHW facilities may be considered. If Proposer does not have relevant experience with HHW in California, experience with other types of hazardous materials facilities may be considered.
2. **Ability to perform services as specified within the RFP and the tasks listed above based on knowledge of Sonoma County (20 points).** Describe the Proposer's experience and familiarity with federal, state, and local HHW regulations, building codes, and fire codes that will be relevant for the project. Similarly, include experience working with construction projects based in Sonoma County including contractors, materials, and timelines of projects. If applicable, include past examples of projects with previous permanent HHW facilities in California within the last twenty (20) years.
3. **Description of services offered (20 points).** Describe the Proposer's project management plan, timeline, and personnel required to complete each task.
4. **Cost (30 points).** Describe the cost associated with each task for both bare land and existing structure scenarios. The cost should be comprehensive and include labor and materials.



## Exhibit B

# Agreement for Consulting Services

This agreement ("Agreement"), dated as of April 15, 2020 ("Effective Date") is by and between the Sonoma County Waste Management Agency, (hereinafter "Agency"), and \_\_\_\_\_, a [include description of Consultant, e.g., "a California Corporation", etc., if appropriate] (hereinafter "Consultant").

### R E C I T A L S

WHEREAS, Consultant represents that it is duly qualified and experienced in architecture, design, engineering, and related services; and

WHEREAS, in the judgment of the Agency, it is necessary and desirable to employ the services of Consultant to perform a feasibility study of a property to become a permanent household hazardous waste (HHW) within Sonoma County.

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

### A G R E E M E N T

#### 1. Scope of Services.

1.1 Consultant's Specified Services. This Agreement is entered into for the purpose of performing a feasibility study of a property to become a permanent HHW facility for the Agency. Consultant shall perform services as defined in Exhibit A, Scope of Services upon the receipt of a written Notice to Proceed from the Executive Director of the Agency.

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

1.3 Performance Standard. Consultant 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 Consultant's profession. If Agency determines that any of Consultant'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 Consultant to meet with Agency to review the quality of the work and resolve matters of concern; (b) require Consultant 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. Consultant 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 Consultant to perform work hereunder, Consultant 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. Consultant 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 Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

## 2. Payment.

2.1 Consultant shall wait for a Notice to Proceed from the Agency's Executive Director to begin billable services.

2.2 Consultant shall be paid an amount not to exceed \_\_\_\_\_ (\$ \_\_\_\_\_) for services rendered in accordance with tasks detailed in Section 1.1 above, upon monthly submission of progress reports, verified claims and invoices, in triplicate. The method and timing of payment shall be in accordance with Exhibit B, attached hereto and incorporated herein by this reference. Payments shall be made in the proportion of work completed based upon progress reports to total services to be performed.

2.3 Monthly progress reports shall be submitted by Consultant 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 April 15, 2020 to April 15, 2023, 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, Agency shall have the right, in its sole discretion, to terminate this Agreement by giving ten (10) days written notice to Consultant.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant 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 Consultant 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, Consultant, 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 an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by Agency, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that

if Agency terminates the Agreement for cause pursuant to Section 4.2, Agency shall deduct from such amount the amount of damage, if any, sustained by Agency by virtue of the breach of the Agreement by Consultant.

## 5. Indemnification

5.1 Indemnity for Design Professional Services (Tasks 8 and 9). In connection with the provision of professional services listed in Tasks 3 and 6 in of the Scope of Services for this Agreement, Consultant shall defend, hold harmless and indemnify Agency, its officials, officers, employees, members, volunteers, and agents serving as independent contractors in the role of Agency officials, (collectively, "Indemnitees"), from any claim, demand, damage, liability, loss, cost or expense (collectively, "claims"), including, but not limited to, death or injury to any person and injury to any property, arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant or any of its officers, employees, subconsultants, or agents in the performance of professional services listed in Tasks 3 and 6 in Exhibit A of this Agreement with the exception of loss or damage resulting from the Agency's sole, active negligence or willful misconduct. Consultant shall defend the Indemnitees in any action or actions filed in connection with any such claims with counsel of Agency's choice, and shall pay all costs and expenses, including actual attorney's fees, incurred in connection with such defense.

5.2 Indemnity for Other Professional Services (Tasks 1-9 and 10). In connection with all claims not covered by Section 5.1 above and services provided in Tasks 1-9, and 10 in Exhibit A of this Agreement, Consultant shall defend, hold harmless and indemnify Agency, its officials, officers, employees, volunteers, and agents serving as independent contractors in the role of Agency officials, (collectively, "Indemnitees"), from any claim, demand, damages, liability, loss, cost or expense (collectively, "claims"), including, but not limited to, death or injury to any person and any injury to any property, arising out of, pertaining to, or relating to Consultant's performance of work under this Agreement. Consultant shall defend Indemnitees in any action or actions filed in connection with any such claims with counsel of Agency's choice, and shall pay all costs and expenses, including actual attorney's fees, incurred in connection with such defense.

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

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

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

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

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

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

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

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

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

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

6.4 Professional Liability Insurance. Professional liability insurance for all activities of Consultant 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. Consultant 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. Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

6.7 Material Breach. If Consultant, 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 Consultant resulting from said breach. Alternatively, Agency may purchase such required insurance coverage, and without further notice to Consultant, Agency may deduct from sums due to Consultant 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. The execution of this Agreement shall constitute Consultant'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 Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant 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 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. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the Agency.

9. Representations of Consultant.

9.1 Standard of Care. Agency has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant 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 Consultant's work by Agency shall not operate as a waiver or release.

9.2 Status of Consultant. The parties intend that Consultant, 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. Consultant 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, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 Taxes. Consultant 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. Consultant 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 Consultant'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. Consultant agrees to furnish Agency with proof of payment of taxes on these earnings.

9.4 Records Maintenance. Consultant 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. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.



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

9.6 Nondiscrimination. Consultant 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. Consultant 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. Consultant 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 Consultant in connection with this Agreement. Consultant 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. Consultant'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. Consultant 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 Consultant or Consultant'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, Consultant 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. Consultant 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, bills, and payments shall be made in writing or by email. Notices, bills, and payments shall be addressed as follows:

Agency: Zero Waste Sonoma  
Attention: Courtney Scott  
2300 County Center Drive, Suite B-100  
Santa Rosa, CA 95403  
Phone: (707) 565-3632

Consultant: Name  
Attention:  
Address:  
City, State Zip  
Phone:

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by e-mail, the notice bill or payment shall be deemed received upon transmission as long as the e-mail 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. Consultant 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. Consultant 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: \_\_\_\_\_  
Agency Director

APPROVED AS TO FORM FOR AGENCY:

By: \_\_\_\_\_  
Agency Counsel

**EXHIBIT A**  
**SCOPE OF SERVICES**

[to be inserted]

**EXHIBIT B**  
**METHOD AND TIMING OF PAYMENT**

[to be inserted]



## Exhibit C

# Proposal Authorization and Acknowledgement Form

NAME OF PROPOSER \_\_\_\_\_

ORGANIZATION \_\_\_\_\_

1. The undersigned is a Proposer under this RFP and possesses the legal authority to submit this Proposal.
2. The undersigned is authorized to conduct all negotiations for and legally bind the Proposer in all matters relating to this Proposal submittal.
3. The undersigned has reviewed, understands, is able to comply with and agrees to be bound by the conditions described in the Agreement for Consulting Services (Exhibit B) and this RFP.
4. The undersigned certifies that this Proposal is irrevocable until **April 15, 2023**.
5. The undersigned acknowledges that the Agency 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 lowest cost Proposal;
  - If during the course of negotiations with a selected Proposer, the Agency determines in its sole discretion that an acceptable Agreement cannot be negotiated, the Agency reserves the right to suspend negotiations with that Proposer and begin negotiations with another Proposer. Also, the Agency reserves the right to undertake simultaneous negotiations of the final Agreement with more than one Proposer;
  - Waive defects and/or irregularities in any 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;

### **Exhibit C (continued)**

- Contact references provided and seek information from any agency with which the Proposer has done business; and/or
- Take other such action that best suits the needs of the Agency, 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:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_