

Agreement No. _____

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND ENVIRONMENTAL INNOVATIONS, INC.

This Agreement is entered into this 9th day of December 2020, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Environmental Innovations, Inc., hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of developing, implementing, and tracking the effectiveness of a comprehensive, standardized, and impactful community awareness and engagement program that will (1) help food facilities and the rest of the community meet the requirements of County's Disposable Food Service Ware Ordinance (Ordinance) and (2) promote reusable food ware within unincorporated areas of the county as well as in incorporated cities that adopt the Ordinance.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A – Services
Exhibit B – Payments and Rates
Attachment I - § 504 Compliance
Attachment IP – Intellectual Property

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed seven hundred ninety-four thousand dollars (\$794,000.00). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from December 9th, 2020, through December 8th, 2023.

5. Termination

This Agreement may be terminated by Contractor or by County's Director of Office of Sustainability or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification

performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- (a) Comprehensive General Liability... \$1,000,000
- (b) Motor Vehicle Liability Insurance... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations

for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Eun-Soo Lim, Senior Sustainability Specialist
Address: Office of Sustainability, County of San Mateo, 455 County Center,
4th Floor, Redwood City, CA 94063
Telephone: (650) 599-1498
Email: eulim@smcgov.org

In the case of Contractor, to:

Name/Title: Jo Fleming
Address: 307 Laguna Street, Santa Cruz, CA 95060
Telephone: (831) 706-7384
Email: jofleming@environmentalin.com

18. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

19. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: Environmental Innovations, Inc.

Josephine Fleming
Contractor Signature

11/6/2020

Date

Josephine Fleming

Contractor Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

Exhibit A – Services

In consideration of the payments set forth in Exhibit B, Contractor shall provide the below services.

This scope of work is divided into the below two categories:

- **Category 1: Awareness and Engagement Program for County's Disposable Food Service Ware Ordinance and Reuse Food Ware Expansion**

Objective: Development and implementation of an awareness and engagement program (Program) for (1) meeting the requirements of County's Disposable Food Service Ware Ordinance (Ordinance) in jurisdictions that adopt it and (2) promoting the switch to reusable food ware. The specific tasks are outlined below:

- Task 1: Program launch
 - Task 2: Development and distribution of awareness and engagement materials
 - Task 3: Development and implementation of a comprehensive, standardized, and impactful awareness and engagement program
 - Task 4: Performance tracking and evaluation
 - Task 5: Project management, communication, invoicing, and reporting
- **Category 2: Awareness and Engagement Program for Provisions that Go Beyond County's Ordinance**

Objective: Development and implementation of an awareness and engagement program for meeting related provisions that *go beyond* those detailed in the Ordinance that have been adopted by jurisdictions in the county.

CATEGORY 1: AWARENESS AND ENGAGEMENT PROGRAM FOR COUNTY ORDINANCE AND REUSE FOOD WARE EXPANSION

Task 1: Program launch

Task 1a – Kick-off meeting

Contractor shall schedule and convene a kick-off meeting with County staff to start the discussion on overall program goals, strategy, implementation, and next steps. The information collected during the kick-off meeting will be used to inform the development of the Awareness & Engagement Strategy Work Plan, as detailed in Task 1b.

Deliverables

- Kick-off meeting with County staff

Task 1b – Awareness and Engagement Strategy Work Plan

Contractor shall develop an Awareness and Engagement Strategy Workplan (Workplan) that will capture and flesh out the information that was discussed during the kick-off meeting. The Workplan will align with expectations and deliverables laid out in this contract. The Workplan will be a living document that will be updated as needed by Contractor and County staff to track and adjust program activities and tasks, as needed.

Deliverables

- A “living” Awareness and Engagement Strategy Work Plan

Task 2: Development and distribution of awareness and engagement materials

Task 2a – Branding and messaging

Contractor shall create brand identity and proper messaging that effectively communicates the vision and mission of the program to food facilities and the general public. As part of this effort, Contractor shall research similar awareness campaign/program examples used by local governments and other relevant entities. Contractor shall also coordinate and facilitate online focus groups, comprised of food facilities and/or the general public, to better understand their concerns regarding the Ordinance and reusable food ware and their implementation and identify future communication opportunities and collateral development. The focus groups would also be a valuable resource for testing potential program names, visual and written messaging, program collateral, and other outreach materials. Information collected from the focus groups will inform the creation of the program brand identity, the educational collateral to be developed, and the crafting of the program message within the collateral.

Deliverables

- Coordinate and facilitate up to two (2) online focus groups
- A memo of key findings from discussion with focus groups
- Digital suite of program name and logo file types and formats

Task 2b – Printable and digital educational collateral development and distribution

Working closely with County staff, Contractor shall develop a suite of both printable and digital educational collateral for the target audiences – food facilities and the general public. When relevant, information collected from the focus groups referenced in Task 2a above will be used to help inform the type of collateral to be created and the crafting of the message within the collateral. Collateral and messaging will be tailored for each target audience category and subcategories (e.g., different types of food facilities), as needed.

Examples of *printable* educational collateral for this effort may include, but are not limited to the following: mailers, rack cards, posters, point-of-sale cards, tent cards, flyers, summary/fact sheet, case studies, shelf-talker (specifically for food ware suppliers/vendors), etc.

Examples of *digital* educational collateral for this effort may include, but are not limited to the following: program website development (including graphics/photos), social media content development (including graphics/photos), and video(s) production.

Contractor shall create collateral in three languages, as needed: English, Spanish, and Chinese. Contractor shall have the ability to produce freehand graphics and produce/purchase photos.

Although priority will be placed on electronic distribution of printable educational collateral, when appropriate, Contractor shall print and/or distribute (including mail) educational collateral to relevant stakeholders.

Deliverables

- Integration of key messaging gathered from focus group discussions into relevant educational collateral, as relevant
- Suite of printable and digital educational collateral for target audiences translated into three languages (English, Spanish, and Chinese), as needed

- Print and/or distribute (including mail) printable educational collateral, as needed

Task 2c – Resource guide

Contractor shall develop a resource guide that includes examples of both reusable and compliant disposable food ware that food facilities can purchase, where they can be purchased, as well as other relevant information. As part of this effort, Contractor shall research and investigate manufacturers and supplier/vendors that supply compliant disposable food ware. Contractor shall identify and coordinate with food ware suppliers/vendors that are located in/hear the county (e.g., Costcos, Restaurant Depot, etc.) to ensure that they have available compliant items. The resource guide will also include the various services that are innovating ways to promote reusable food ware in to-go ware (e.g., Dispatch, Dishcraft, Sparkl, Muuse, etc.) as well dine-in services (e.g., Dishjoy). Contractor shall update the resource guide up to twice a year.

Contractor shall provide the design and layout support to create the resource guide so that its look and feel aligns with the rest of the program's suite of educational collateral referenced in Task 2b.

Contractor shall translate the resource guide in three languages, as needed: English, Spanish, and Chinese.

Although priority will be placed on electronic distribution of the resource guide, when appropriate, Contractor shall print and/or distribute (including mail) the resource guide to relevant stakeholders.

Deliverables

- Resource guide, which will be updated up to twice a year and translated into three languages (English, Spanish, and Chinese), as needed
- Print and/or distribute (including mail) resource guide, as needed

Task 2d – Resource toolkit

Contractor shall develop and assemble toolkits for food facilities that will include a variety of resources to raise awareness about the Ordinance, materials to help food facilities come into compliance, and information around switching from disposable to reusable food ware. Examples of materials that can be included in the resource toolkit include, but are not limited to the following:

- Resource guide*
- Tent cards*
- Point-of-sale cards*
- Poster*
- Case studies*
- Samples of Ordinance-compliant disposable food ware items, as available (free from suppliers/vendors)
- Social media content posts for food facilities
- Content for food facilities' websites, especially if they have online ordering platforms
- Staff training materials (e.g., talking points by facility operator)

*Denotes educational collateral already discussed in Tasks 2b and 2c.

Contractor shall tailor the assortment of materials for the resource toolkit to the needs of different food facility categories, as needed (e.g., fast food, sit down/dine-in, schools, temporary vendors, etc.).

Contractor shall translate the materials of the resource toolkit in three languages, as needed: English, Spanish, and Chinese.

Although priority will be placed on electronic distribution of the resource toolkit, when appropriate, Contractor shall assemble and/or distribute (including mail) the toolkit to relevant stakeholders.

Deliverables

- Resource toolkit
- Assemble and/or distribute (including mail) resource toolkit, as needed

Task 2e – Other Activities

Contractor shall undertake other activities as needed relating to the development and distribution of awareness and engagement materials for the program.

Deliverables

- Deliverables will be contingent on the details of the activities. Contractor and County shall work together to agree on acceptable deliverables.

Task 3: Development and implementation of a comprehensive, standardized, and impactful awareness and engagement program

Task 3a – Advertising and media strategies and campaigns

Contractor shall develop and coordinate an advertising and media strategy and campaign, which includes strategy development, identification of available outreach channels, and media buys and placements. Working with County staff, Contractor shall set advertising and media campaign goals based on available budget, develop and select recommended media channels and contact distribution list, determine timing/scheduling of the campaigns, tailor message to target audience, and determine measures of success.

Advertising and media strategies shall include the most cost-efficient delivery of an effective message to each target audience throughout the contract period and will be in line with the County's existing media platforms and guiding rules. Examples of digital strategies that can be utilized include, but are not limited to Google ads and social media (e.g., Instagram, NextDoor, Twitter, Facebook, etc.). Examples of print advertising that can be utilized include, but are not limited to newspaper/newsletter ads and articles. If appropriate, Contractor may explore other advertising and media strategies, including but not limited to bus/transit ads, local radio, movie theaters, broadcast/cable, etc.

Contractor shall provide detailed levels of ad and media targeting based on various factors, including but not limited to geography, demographics, key word/interests, age, gender, etc. Contractor shall also tailor ad and media content to different targeted audiences and different languages, as needed.

When appropriate, Contractor shall also coordinate with city partners, solid waste haulers, joint powers authorities (e.g., RethinkWaste, City/County Association of Governments of San Mateo, etc.) and other relevant entities (e.g., Sustainable San Mateo County, Chambers of Commerce, local business districts, etc.) on advertising and media options including, but not limited to social media content, bill inserts, blogs, newsletter content, etc.

Deliverables

- Develop and coordinate an advertising and media strategy and campaign, which includes strategy development, identification of available outreach channels, and media buys and placements

- Leverage existing partnerships and actively collaborate with key entities, such as city partners, solid waste haulers, joint powers authorities, and other relevant entities on advertising and media options, when appropriate

Task 3b – Direct communication, technical assistance, and soft enforcement support to food facilities

Contractor shall provide direct communication and/or technical assistance to *all* food facilities within jurisdictions that adopt the Ordinance. Contractor shall use a combination of the below communication strategies as part of this effort:

- Mailers
- Emails
- Phone calls
- Dedicated program hotline
- Online video meetings and trainings
- In-person meetings and site visits, as deemed appropriate by County's COVID-19 health order – for select food facilities that request/require in-person meetings/site visits
- Other communication strategies, as needed

As part of the program's soft enforcement strategy specifically around meeting Ordinance requirements, if County receives notice regarding non-compliance by a food facility, Contractor shall undertake the necessary steps to reeducate and support all reported non-compliant food facilities to come into compliance; verify their compliance; and support the food facilities in other ways, as appropriate.

Contractor shall keep track of which food facilities they engaged, the communication strategies used for engagement, and compliance/verification progress and results (see Task 4 for details for performance tracking).

Contractor shall provide direct communication and technical support to food facilities in native Spanish and/or Chinese, as needed.

Deliverables

- Provide direct communication and technical support in English, Spanish, and Chinese, as needed, to *all* food facilities within jurisdictions in San Mateo County that adopt the Ordinance through the use a combination of the communication strategies listed above
- Provide direct soft enforcement support to all food facilities that are reported not to be in compliance with the Ordinance and verify their compliance

Task 3c – Financial incentives for food facilities

Contractor shall make available different financial incentives for eligible food facilities in jurisdictions that adopt the Ordinance. The financial incentives, which may include but are not limited to rebates, prebates, and/or distribution of food ware-related materials/equipment, will be made available to food facilities to help them come into compliance with the Ordinance, help offset setup costs for switching to reusable food ware operations, and/or any other related activities approved by County. When appropriate, priority of financial incentives may be given to underrepresented food facilities, which may include but are not limited to minority and/or women-owned food facilities as well as those that operate in socially vulnerable communities. Contractor shall work with County staff to define the eligibility criteria for the financial incentive and ensure its alignment with County's existing programs/policies, when relevant. If appropriate, Contractor shall also make these financial incentives available for distribution by community-based organizations that Contractor will partner with as part of this program's scope of service (see Task 3g for details).

Deliverables

- Process and distribute financial incentives to food facilities to help them come into compliance with the Ordinance, help offset setup costs for switching to reusable food ware operations, and/or any other related activities approved by County. When relevant, priority of these financial incentives may be given to underrepresented food facilities in the county.

Task 3d – Events

Contractor shall take the lead in coordinating and hosting in-person and/or virtual events throughout the county to inform food facilities about the Ordinance, showcase compliant disposable food service ware that food facilities can sample and use, as well as promote reusable food ware. The events can be stand-alone and/or part of larger events hosted by partner entities (e.g., restaurant association meetings, business assistance community-based organizations, restaurant trade shows, etc.) held within the county.

Contractor shall coordinate with and invite food facilities and different manufacturers/suppliers to showcase their compliant disposable food ware products. The events may also feature chefs and/or food facility managers presenting success stories on how they have become successfully compliant with the Ordinance and even gone beyond compliance. Contractor shall explore additional event options including, but not limited to providing zero waste refreshments (if in-person), distribution of prizes and/or discounts to the first food facilities that sign up for 1:1 assistance, and other options. At least one event may be hosted in Spanish. Contractor may record at least one virtual event to be made available on the County of San Mateo Office of Sustainability's program webpage for future viewing.

Deliverables

- Promote, coordinate, schedule, event plan, and facilitate up to six (6) in-person and/or virtual events (at least one may be hosted in Spanish)

Task 3e – Community-based social marketing

Contractor shall integrate into all appropriate program elements the five community-based social marketing (CBSM) steps: selecting behaviors, identifying barriers, developing strategies, conducting pilots, and broad scale implementation. Contractor shall conduct and test the approaches selected for this program initially on a microscale, assess for effectiveness, and adjust/make updates to the approaches, as needed. Once deemed effective/successful, then they will be rolled out on a broader scale. Contractor shall ensure approaches are properly monitored and assessed for effectiveness (additional details for tracking effectiveness are provided in Task 4).

Deliverables

- Use available surveys and other relevant information (e.g., food facility survey completed by ReThink Disposable, Thrive's report on single-use plastics, etc.) as a springboard to help inform project plan with OOS and other municipal partners, which will be integrated in Awareness and Engagement Strategy Work Plan (see Task 1b).

Task 3f – Collaboration with County Office of Sustainability's (OOS) programs

Contractor shall collaborate closely with OOS' other relevant and related programs (e.g., ReThink Disposable, Green Business, etc.) to ensure opportunities for providing support to food facilities are maximized. When appropriate, Contractor shall cross-promote and leverage available programs' incentives. Contractor shall also collaborate with other OOS programs (e.g., Sustainability Academy, etc.) for reaching out to the boarder public to increase general public awareness around the Ordinance and for promoting reusable food ware.

Deliverables

- Active collaboration with relevant OOS programs, including but not limited to Rethink Disposable, Green Business, and the Sustainability Academy

Task 3g – Collaboration with community groups, food ware suppliers/vendors/service providers, and other relevant entities

Contractor shall collaborate with the below relevant entities to raise awareness and engagement around the program:

- *Community-based organizations (CBOs)*: Contractor shall recruit, hire, train, support, and manage CBOs to help engage food facilities and different communities throughout the county on Ordinance requirements, the benefits of reusable food ware, available resources and support, and/or other related information. Priority may be placed on partnering with CBOs that can actively and successfully engage underrepresented food facilities and/or community members in socially vulnerable communities in the county.

Contractor shall work with County staff to develop an engagement plan that provides details of the approach for partnering with appropriate CBOs, including but not limited to their role, expectations, timeline, target audiences, strategies, training, measures of success, tracking, funding for their services, financial incentives for food facilities (as detailed in Task 3c), eligibility requirement for food facilities for receiving financial incentives, etc.

- *Food ware suppliers/vendors/service providers*: Contractor shall identify and coordinate with food ware suppliers/vendors (e.g., Costco, Restaurant Depot, etc.) that are located in/near the county to ensure that they have available disposable food ware that is in compliance with the Ordinance and/or explore other opportunities for collaboration. List of relevant suppliers/vendors will be included in the program's resource guide (as detailed in Task 2c).

Consultant shall also explore and, if appropriate, recruit, and partner with one or more innovative food ware vendors/service providers through a competitive process to assist program efforts and fill in potential gaps in services that food facilities may need to comply with the Ordinance and/or promote reusable food ware. Examples of food ware vendors/service include, but are not limited to Dispatch, Dishcraft, Sparkl, Dishjoy, Vessel, Ecotainer, WorldCentric, EcoProducts, Muuse, etc. Information of relevant vendors/service providers will be included in the program's resource guide (as detailed in Task 2c).

- *Other relevant entities*: Contractor may also collaborate with other relevant entities, as appropriate.

Deliverables

- CBO engagement plan that details out approach for successfully partnering with CBOs
- Recruit, hire, train, support, and manage up to five CBOs
- Coordinate with food ware suppliers/vendors (e.g., Costco, Restaurant Depot, etc.) to ensure that they have in stock disposable food ware that is in compliance with the Ordinance and/or explore other opportunities for collaboration
- Explore and, if appropriate, recruit and partner with one or more innovative food ware vendors/service providers to assist and fill in potential gaps in services that food facilities may need to comply with the Ordinance and/or promote reusable food ware

Task 3h – Other Activities

Contractor shall undertake other activities as needed relating to the development and implementation of a comprehensive, standardized, and impactful awareness and engagement program.

Deliverables

- Deliverables will be contingent on the details of the activities. Contractor and County shall work together to agree on acceptable deliverables.

Task 4: Performance tracking and evaluation

Contractor shall continually track, measure, and evaluate the performance of the awareness-building activities/campaigns and success of engagement with food facilities and the general public using different performance metrics and indicators. Contractor shall provide recommendations for potential modifications, if needed, based on the evaluation of performance and implement those changes. Below is information on various approaches for performance tracking and evaluation that shall be utilized by Contractor:

- Contractor shall keep track of which food facilities they engaged, the communication strategies used for engagement, and compliance/verification progress and results, as part of the program's soft enforcement strategy for the Ordinance, as discussed in Task 3b. Contractor shall utilize County-specialized tools including, but not limited to Recyclist, SeeClickFix, etc. for this specific task. County shall provide any necessary training to Contractor for using these tools.
- Contractor may utilize the solid waste diversion tool in GreenBizTracker to estimate the reduction in landfill waste at food facilities receiving direct technical assistance.
- Contractor may utilize ReThink Disposable's web portal to track and measure the changes a food facility makes to reduce their waste generation. The key performance indicators to be tracked on this web portal are the number of disposable food ware items eliminated from the waste stream, total weight of food ware packaging reduced, and net-cost savings, all on an annual basis. Payback period, cost of upfront investment in reusable food ware, material type of disposable and reusable items, and when possible water and labor impacts will also be tracked.
- At the beginning of the program, Contractor may gather voluntary input from food facilities about their current purchasing practices and relevant operations with a brief survey. A follow-up survey may be conducted later on in the future to determine the effectiveness of the program's different engagement activities.
- Contractor shall hold regular meetings with its internal program team (Environmental Innovations, ReThink Disposable, and potentially other subconsultants) as well as convene regular meetings with County staff, city partners, and potentially other relevant stakeholders to analyze approaches and results and hone-in on the most effective tactics, so that they can be rolled out broadly.
- Contractor shall utilize other performance tracking and evaluation methods, as needed.

Deliverables

- Track food facilities' engagement and compliance/verification progress and results, as part of the program's soft enforcement strategy for the Ordinance using County-specialized tools
- Track changes made by food facilities, amount of waste diverted, and other performance indicators using the GreenBizTracker and ReThink Disposable web portal for businesses receiving direct technical assistance from either the Green Business program or Rethink Disposable.

- Conduct a deep dive assessment of at least 10% of businesses engaged 1:1 and all of the businesses engaged with both the Food Ware and Green Business Programs.
- Regular check-in meetings with internal program team members (Environmental Innovations, ReThink Disposable, and potentially other subconsultants) to evaluate program progress and recommended plans for adjustment, as needed
- Regular meetings with County staff, city partners, and potentially other relevant stakeholders to discuss progress of program and recommended plans for adjustment, as needed

Task 5: Project management, communication, invoicing, and reporting

Contractor shall provide strong program management of program team and subconsultant(s), if any, and coordinate internally to ensure program goals, timeline, and budget requirements are successfully met, including hiring additional staff to fulfill program needs (e.g., multi-cultural written and verbal communications).

Deliverables

- Regular check-in meetings with all relevant internal program team members (Environmental Innovations, ReThink Disposable, and potentially other subconsultants) reporting on goals, priorities, and timeline to meet them and to evaluate program progress and plans for adjustment, as needed
- Regular check-in meetings with County staff
- Regular meetings with County staff, city partners, and potentially other relevant stakeholders to discuss progress of program and recommended plans for adjustment, as needed
- Working closely with County staff, continuous update of the Awareness and Engagement Strategy Work Plan, as needed, as detailed in Task 1b
- Monthly invoices and short summary reports and project budget tracking
- Close-out and transition activities and documentation at the end of contract period

CATEGORY 2: AWARENESS AND ENGAGEMENT PROGRAM FOR PROVISIONS THAT GO BEYOND COUNTY'S ORDINANCE

For this category, if appropriate, Contractor shall enter into a separate contract directly with individual jurisdictions within San Mateo County that adopt the Ordinance and decide to pursue related requirements that *go beyond* those detailed in the Ordinance. If permissible, each interested jurisdiction will work directly with Contractor to develop and implement an accompanying awareness and engagement program for the “go beyond” requirements.

Exhibit B – Payments and Rates

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the below fee schedule and terms.

Budgets are shown below for each program category (for details of the two program categories, please refer to Exhibit A – Services). The contract shall not exceed the amount total amount of seven hundred ninety-four thousand dollars (\$794,000.00) over the course of up to three (3) years. Each year of work will be approved by County staff in advance of the work being commenced. Upon execution of the agreement, County agrees to advance Contractor \$94,000 within 30 business days of receipt of an invoice for implementation of Category 1, Activities 3c detailed below. Actual financial incentive to be distributed may be adjusted if needed based on need.

Category 1: Awareness and Engagement Program for County Ordinance and Reuse Food Ware Expansion [1]

| Project Tasks | Activities | Hours | Labor [2] | Materials | Other Sub-Contracts | Subtotal [3] |
|--|---|--------------|------------------|------------------|----------------------------|---------------------|
| 1. Develop detailed work plan & materials | 1a: Kick-off meeting 1b: Awareness & Engagement Strategy | - | - | - | - | \$0 |
| 2. Development and distribution of awareness and engagement materials | 2a: Branding & Messaging 2b: Print & Digital Collateral 2c: Resource Guide 2d: Resource Toolkit 2e: Other activities | 584 | \$45,840 | \$13,000 | \$10,000 | \$68,840 |
| 3. Development and implementation of a comprehensive, standardized, and impactful awareness and engagement program | 3a: Advertising & Media Strategies & Campaigns 3b: Direct communications, technical assistance & soft enforcement 3c: Financial Incentives for Food Facilities 3d: Events 3e: Community-Based Social Marketing 3f: Collaboration with OOS 3g: Collaboration with community groups, food ware suppliers/vendors/service providers, and other relevant entities 3h: Other activities | 4,408 | \$425,510 | \$128,850 | \$53,000 [4] | \$607,360 |

| | | | | | | |
|--|---|-----|----------|---|---|------------------|
| 4. Performance tracking and evaluation | <ul style="list-style-type: none"> • Track food facilities' engagement and compliance/verification progress • Track changes made by food facilities, receiving direct technical assistance using GreenBizTracker and ReThink Disposable web portal for businesses from either the Green Business program or Rethink Disposable. • Conduct a deep dive assessment of at least 10% of businesses engaged • Regular check-in meetings with internal team members, county staff, city partners, and other relevant stakeholders to evaluate program progress and recommended plans for adjustment, as needed discuss progress of program and recommended plans for adjustment, as needed. | 320 | \$18,000 | - | - | \$18,000 |
| 5. Project Management & Administration | <ul style="list-style-type: none"> • Check-in meetings with program team members, county staff, city partners, and relevant stakeholders. • Close-out and transition activities and documentation at the end of contract period • Monthly invoices and short summary reports and project budget tracking • Process payments, process financial incentives, partner payments, manage sub-contractors, track the budget, etc. • Project administration is billed at 8.6% of the pre-travel \$694,000 sub-total | 225 | \$81,165 | - | - | \$81,165 |
| Mileage & Travel Expenses | | | | | | \$18,635 |
| PROJECT TOTAL | | | | | | \$794,000 |

[1] The total contract amount assumes that all food facilities in the county (approximately 6,000) will be affected. The actual amount spent on the contract will be adjusted if needed based on the number of cities that end up adopting the Ordinance.

[2] Labor is for Environmental Innovations, Inc (Contractor) and ReThink Disposable of Clean Water Fund (main subcontractor) staff time. Hourly rate will be billed at \$100/hr and \$85/hr for Environmental Innovations, Inc and \$90/hr for ReThink Disposable of Clean Water Fund.

[3] Budget subtotals allocated to each task are subjected to change, depending on program need throughout the contract period. County and Contractor shall coordinate and agree on any modifications, as needed.

[4] Task 3 includes sub-contracts for approximately \$45,000 for community based organizations (CBO) mini-grants and approximately \$16,000 for food ware vendor partnerships. Total amounts may be adjusted, as needed.

Category 2: Awareness and Engagement Program for Provisions that Go Beyond County's Ordinance

For Category 2, instead of a detailed budget, Contractor shall provide the hourly rates for both in-house consultant team and sub-consultants, if any, for work anticipated under this category for relevant jurisdictions.

| CONTRACTOR | HOURLY RATE |
|---|--------------------|
| Environmental Innovations, Inc. | \$100/hour |
| Rethink Disposables of Clean Water Fund | \$90/hour |