

**REQUEST FOR PROPOSALS  
FOR  
Humboldt County  
SB 1383 & Organics Regional Compliance Services  
ISSUED BY:**



**Humboldt Waste Management Authority  
1059 West Hawthorne Street  
Eureka, CA 95501**

**September 1, 2021**

Submission Deadline: 3:00 pm, Friday October 1, 2021

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**I. GENERAL INFORMATION**

The Humboldt Waste Management Authority (HWMA or Authority) is seeking Proposals from qualified consulting firms to assist planning and implementation of programs associated with compliance requirements of the “Short-Lived Climate Pollutant Reduction Act” (SB 1383), with limited assistance related to Mandatory Commercial Recycling (AB 341) and Mandatory Organics Recycling (AB 1826) for those jurisdictions eligible for low population waivers issued by CalRecycle. The selected consulting firm will assist in the development of recommended compliance strategies and assist the municipal jurisdictions located in Humboldt County with implementation of those strategies.

**II. BACKGROUND**

HWMA is a California Joint Powers Authority formed in 1999. The Authority is a public agency, comprised of six municipal members including the County of Humboldt and the Cities of Arcata, Blue Lake, Eureka, Ferndale, and Rio Dell. The remaining non-member public agency jurisdictions in Humboldt are the cities of Fortuna and Trinidad. It is the desire of these HWMA member and non-member entities to coordinate and work regionally, through HWMA, on items identified in the Anticipated Scope of Services.

There are a total of seven incorporated cities in the County of Humboldt. HWMA is comprised of six representatives from five (5) cities including Arcata, Blue Lake, Eureka, Ferndale, Rio Dell, and the County of Humboldt.

<b>Jurisdiction</b>	<b>HCSWLTF Member</b>	<b>HWMA Member</b>
Arcata	✓	✓
Blue Lake	✓	✓
Eureka	✓	✓
Ferndale	✓	✓
Fortuna	✓	0
Rio Dell	✓	✓
Trinidad	✓	0
County of Humboldt	✓	✓

The Humboldt County Solid Waste Local Task Force (“HCSWLTF” or “Local Task Force”) is comprised of representatives from all 8 jurisdictions, with administrative support provided by HWMA. At their July 6, 2021 meeting, the Local Task Force requested the HWMA Board of Directors to coordinate with the HCSWLTF in the development and circulation of a Request for Proposals (RFP) for a Regional SB 1383 Action Plan for all its municipal jurisdictions, selection of a successful consultant, and management of the consultant contract.

The deliverables are expected to aid the individual municipal jurisdictions in their respective establishment of appropriate legal authority in their existing municipal codes, describe critical pathways to enable expansion of existing food recovery, and develop organic diversion programs and identify new programs and policies as appropriate.

Recognizing that HWMA is primarily responsible for post-collection management and disposal of member agencies’ municipal solid waste, it is anticipated that responses to the RFP will include delineation of roles with development of individual Action Plans for each of the eight municipal jurisdictions that will serve to edify the overall goals of the Local Task Force. This will enable local jurisdictions and the Local Task Force to identify and prioritize efforts to meet state diversion goals and identify specific actions that can be taken within their jurisdictions along with possible regional projects.

**III. REGIONAL DESCRIPTION**

Humboldt County is located on the coast of northern California, approximately 250 miles north of San Francisco. The County is over 4,050 square miles with a total County population of approximately 134,740,558 according to the 2020 census <https://www.gohumco.com/288/Demographics>

<b>Jurisdiction</b>	<b>Area</b>	<b>2019 Population (source)</b>
Arcata	9.1	18,579
Blue Lake	0.6	1,233
Eureka	9.4	26,278
Ferndale	1.0	1,339
Fortuna	4.9	12,195
Rio Dell	2.3	3,325
Trinidad	0.5	347
Unincorporated Humboldt	4,020	71,444

**IV. SOLID WASTE & DIVERSION SERVICES INFRASTRUCTURE**

Municipal solid waste management, disposal and diversion services are handled through a combination of private and public providers. Waste management services are administered through individual City and County collection programs, and for certain services, such as transportation and disposal of solid waste, on a multi-jurisdictional basis by HWMA.

Curbside Collection:

Jurisdictions enter into individual franchise collection agreements with one of three curbside haulers for the collection of solid waste, recyclables and green waste (where available). HWMA member agencies are obligated to direct their solid waste materials to HWMA’s Hawthorne Street Transfer Station or HWMA an approved satellite transfer station. Non-member agencies direct their hauler to transport solid waste and recyclables to designated transfer stations.

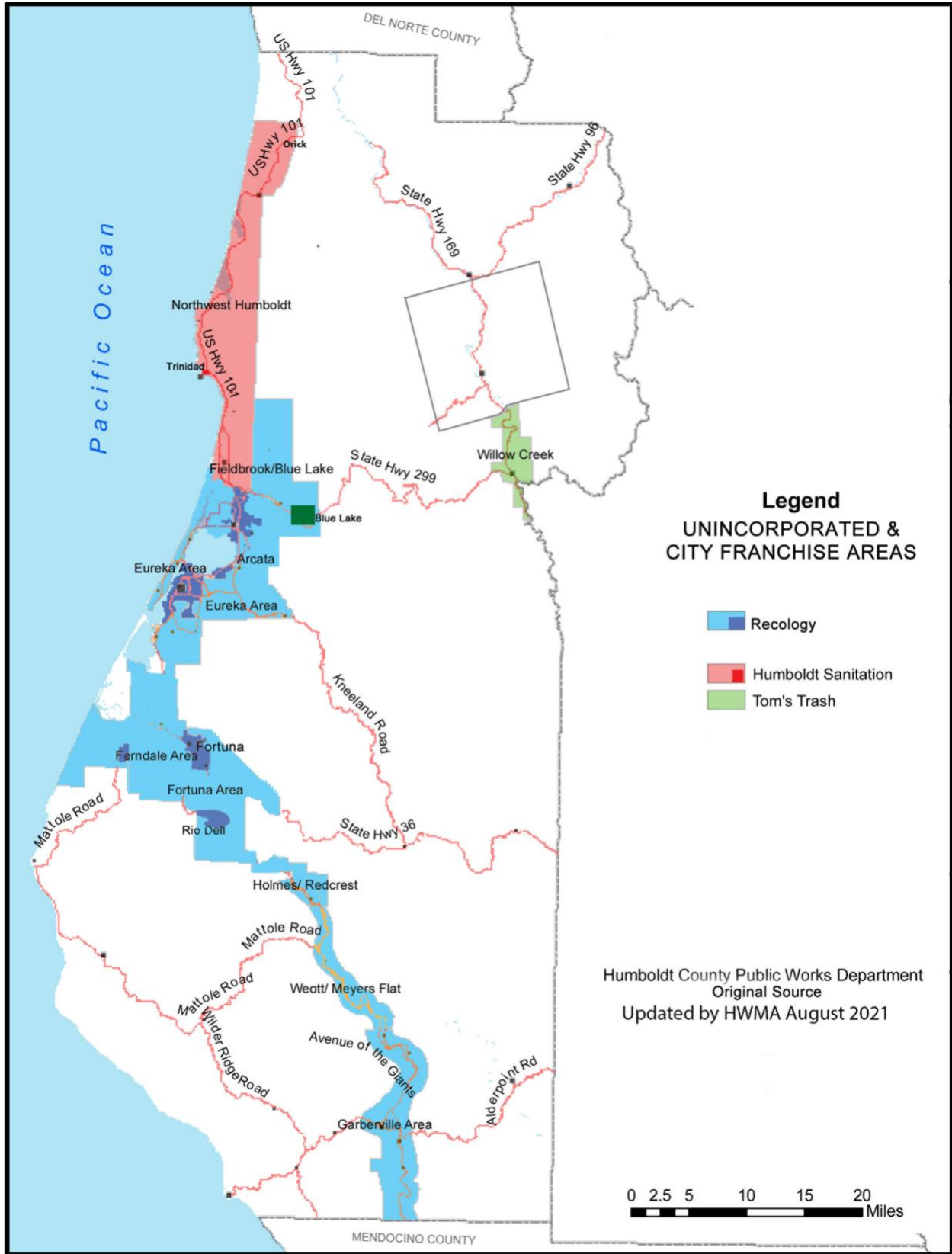
Not all of the unincorporated areas are offered curbside collection services. This is due primarily to the large geographic area and low-density population that is unable to support affordable collection services. Residents in these areas self-haul their solid waste and recyclables to a transfer station for management and disposal.

Collection haulers include one of three companies: Humboldt Sanitation, Recology or Tom’s Trash.

**Table 1: Jurisdiction, Collection Haulers & Services**

Jurisdiction	Collection Hauler	Collection Services			Universal or Voluntary Collection
		Solid Waste	Curbside Recyclables	Green Waste	
Arcata	Recology	✓	✓	✓	Universal
Blue Lake	Humboldt Sanitation	✓	✓		Voluntary
Eureka	Recology	✓	✓	✓	Universal
Ferndale	Recology	✓	✓	✓	Voluntary
Fortuna	Recology	✓	✓	✓	Voluntary
Rio Dell	Recology	✓	✓	✓	Voluntary
Trinidad	Humboldt Sanitation	✓	✓		Voluntary
<b>Unincorporated County Collection Areas</b>					
Greater Arcata Area	Recology	✓	✓	✓	Voluntary
Greater Eureka Area	Recology	✓	✓	✓	Voluntary
Fieldbrook/Blue Lake	Recology	✓	✓	✓	Voluntary
Northwest Humboldt	Humboldt Sanitation	✓	✓		Voluntary
Willow Creek	Tom’s Trash	✓	✓		Voluntary
Holmes/Redcrest	Recology	✓	✓		Voluntary

Weott/Myers Flat	Recology	✓	✓		Voluntary
Garberville	Recology	✓	✓		Voluntary



**Figure 1: Humboldt County Map and Franchise Collection Areas**

Solid Waste Tonnage Information by Jurisdiction

As reported to CalRecycle for 2020 calendar year tons of solid waste disposed at landfill are:

<b>Jurisdiction</b>	<b>Tons to Landfill</b>
Arcata	8,799
Blue Lake	826
Eureka	31,886
Ferndale	1,156
Fortuna	10,866
Rio Dell	1,575
Trinidad	426
Unincorporated Humboldt	50,692
<b>Total Annual Tonnage</b>	<b>106,226</b>

**Transfer Stations & Services:**

Three privately and one publicly owned transfer stations accept curbside collected and self-hauled materials from solid waste haulers, contractors and the general public. Some transfer stations also accept materials collected from rural container sites, and this tonnage is reflected in the overall transfer station tonnage. Municipal waste is transferred into trailers and hauled to out-of-county landfills.

**Humboldt Sanitation:** accepts approximately 20,000 tons annually of solid wastes, green wastes, recycling and special materials from member and non member agencies.

**HWMA Hawthorne Street Transfer Station:** accepts approximately 71,000 tons annually of solid wastes, green wastes, recycling, household hazardous wastes and special materials from member agencies.

**Recology Eel River Transfer Station:** accepts approximately 28,000 tons annually of solid wastes, green wastes, recycling and special materials from member and non member agencies.

**Redway Transfer Station:** accepts approximately 5,700 tons annually of solid wastes, green wastes, recycling and special materials from member agencies.



### **Material Recovery Facility (Recycling Only):**

**Recology Humboldt:** Mixed recycling sorting and processing facility that accepts approximately 14,000 tons of mixed recycling from HWMA member agencies and non member jurisdictions

### **Organics Processing Facilities**

**Wes Green Company:** permitted green waste only processing into composted materials. Total annual tonnage accepted is approximately 18,000 tons with 4,500 tons coming from non member agency sources.

There are several other small organic processors that include Blue Lake Rancheria, North Coast Co-Op, Full Cycle Compost, The Local Worm Guy and residential composters. Tonnage information is not available at this time.

### **Biosolids Composting from Wastewater Treatment Plants**

Waste water treatment plants located in Arcata, Eureka and Fortuna treat waste water and regularly remove and compost biosolids from their respective anaerobic digesters.

### **Transportation and Disposal to Out-of-Area Landfills**

There are no operating landfills in Humboldt. All solid waste is transported primarily to landfills located out-of-county.

- Dry Creek Landfill (White City, Oregon):
  - All HWMA solid waste and Humboldt Sanitation.
- Anderson Landfill (Anderson, CA):
  - Includes Fortuna and Redway material, and self-hauled by independent haulers.
- Potrero Hills Landfill (Suisun City, CA):
  - Incidental materials by self-haulers or HWMA material in the event of emergency which closes Hwy 101.

### **Waste Characterization Study**

In 2010-2011, HWMA completed a comprehensive two season waste characterization study by contracting with Cascadia Consulting Group to perform detailed audits of customer wastes. Member agencies used the information from this audit to prioritize efforts to meet state jurisdiction diversion goals and specific actions within their jurisdictions. In 2019 HWMA entered into an agreement with Cascadia Consulting Group to conduct another round of audits to examine and compare changes from the 2010 baseline information. This information will be

collected from HWMA member agencies and specific generating sectors includes residences, commercial businesses, self-haulers (from HWMA member agencies) and construction and demolition activities received at the Hawthorne Street Transfer Station.

Data was collected during two sampling events, with approximately 200 samples collected and analyzed from HWMA and our member agencies. The Final report is expected to be delivered in Fall 2021.

**V. ANTICIPATED SCOPE OF SERVICES**

This project intends to result in comprehensive and coordinated regional programs including, but not limited to, related policies, ordinances, agreements, programs, infrastructure and materials for HWMA and the eight municipal agencies to meet state compliance requirements under AB 341, AB 1826 and SB 1383. Proposers are requested to describe their recommended approach to complete the work based on their experience and understanding of the project and to recommend any alternatives that may enhance the project or reduce costs.

Proposers are expected to provide a detailed scope of work that covers the categories outlined below along with any additional items that the Proposer deems necessary to provide full service to HWMA in developing the described project. Proposers will identify and detail specific tasks as necessary to complete the work, as well as the cost for each category and/or task identified below.

Deliverables are expected to guide the individual municipal jurisdictions in their respective establishment of appropriate legal authority in their existing municipal codes, describe critical pathways to enable expansion of existing food recovery, and develop organic diversion programs and identify new programs and policies as appropriate.

**1. Compliance Plan Roadmap:**

- a. Provide a description of SB 1383 requirements and CalRecycle rulemaking, as of the submission date of the Consultant’s proposal. The description should focus on components of the law and subsequent rule-making as they impact HWMA and local governments. The eight municipal jurisdictions may have different duties and responsibilities pertaining to compliance. The roadmap should prioritize time sensitive ordinance updates and should identify existing areas/programs etc. where each jurisdiction is already in compliance as well as identify opportunities to merge/align with existing jurisdictional planning efforts such as climate action and zero waste action plans.

Due to low population areas, four municipal entities including the cities of Blue Lake, Ferndale, Rio Dell and Trinidad may be eligible for SB 1383 2-year waivers. The Compliance Plan Roadmap should include reference to compliance efforts necessary for AB 341 and SB 1826 efforts for these jurisdictions.

**2. Organics Processing and Collection:**

a. This region does not currently have collection and commercial processing of food waste materials, although there are green waste collection and self-haul services in some communities. Consultant must provide a regional analysis and implementation timeline to establish universal organics processing and collection services needed to achieve the AB 1826 and SB 1383 requirements. This requirement includes but is not limited to: evaluate site location and infrastructure options for organics processing facility/s, including evaluation of existing waste water treatment plants, evaluate and recommend potential composting technologies, and compare and analyze collection options. Based on the analysis and results, develop a finance plan to implement collection and composting services. Recommendations should consider future waste generation over the next 20 years.

i. Policies, Contracts, Ordinances:

1. Review possible funding sources for the organics processing and collection program that are compliant with Proposition 218 requirements for rate setting and consider a Countywide approach to maximize efficiency;
2. Provide recommendations for any required ordinances for monitoring and enforcement and establish penalties that jurisdictional agencies would be required to impose
3. Consider contracted services for compliance monitoring and audit requirements;
4. Evaluate and make recommendations to current franchise hauler agreements.

b. Education and Outreach:

- i. Develop an organics recycling education program for residents and businesses to be compliant with AB1826 and SB1383 requirements;
- ii. Develop a regional special event organics recycling diversion program.

- c. Recordkeeping:
  - i. Assist with the development of necessary recordkeeping and reporting documents relating to monthly, quarterly, or annual legislative reporting requirements.

### **3. Edible Food Recovery**

- a. Development of an edible food recovery program, including inventory of existing food recovery organizations and services, identify regional capacity for food rescue needs and provide recommendations for expansion if necessary, and develop monitoring, reporting, education and outreach to achieve SB1383 compliance.
  - i. Policies, Contracts, Ordinances:
    - 1. Review possible funding sources for the edible food recovery program that are compliant with Proposition 218 requirements for rate setting and consider countywide approach to maximize efficiency;
    - 2. Provide recommendations for any required ordinances for monitoring and enforcement and establish penalties that jurisdictional agencies would be required to impose;
    - 3. Consider contracted services for compliance monitoring.
  - ii. Education and Outreach:
    - 1. Identify Tier 1 and Tier 2 commercial edible food generators and conduct outreach to convey SB 1383 requirements and support set up of edible food donation programs;
    - 2. Develop an annual education program for generators.
  - iii. Recordkeeping:
    - 1. Confirm written agreements are in place with food recovery organizations;
    - 2. Recommend any relevant recordkeeping requirements.

### **4. Procurement**

- a. Review each jurisdiction's current use of recovered organic waste products (compost, renewable natural gas, mulch, etc.), the amount required to be used annually, as well as the required use of recycled paper products and postconsumer fiber, and provide an analysis and recommendation on what each jurisdiction must address to achieve SB1383 compliance. The analysis shall include an estimate of potential compost/mulch quantities that could be applied to parks, open space,

right-of-ways, and other jurisdiction owned properties as well as provide potential multi-jurisdictional partnership alternatives that will meet the SB1383 requirements.

- b. Policies, Contracts, Ordinances:
  - i. Recommend policy updates to each jurisdiction, including updates to existing Environmental Preferred Purchasing Policies to ensure SB1383 compliance.
- c. Recordkeeping:
  - i. Assist with the development of recordkeeping and reporting process, including annual checklist and guidance document.

#### **5. Separate Task: Waste Management Structure**

It is anticipated that a regional Action Plan will provide a comprehensive analysis, including evaluation of compliance obligations, assessment of resource gaps and staffing needs, an analysis and recommendation of rates and fees to future HWMA's Waste Management Fee along with anticipated curbside customer rate impacts and recommendations for regional monitoring, enforcement, reporting and record keeping activities.

### **VI. TERM**

The initial term shall be for a one (1) year period from the effective date of the agreement. This agreement may be renewed annually for up to three (3) consecutive years after the initial agreement period, at the discretion and approval of HWMA. HWMA shall notify the Consultant in writing of the intent to extend the agreement, 30 days prior to the expiration of the term.

### **VII. PROPOSAL ORGANIZATION AND CONTENT**

Proposals shall contain a scope of work describing all work tasks provided by the Consultant and as described in Section III "Anticipating Scope of Services", including any proposed changes, additions or recommendations. The proposal shall include, but not be limited to, the following minimum information.

1. **Description of consulting firm and information on the major types of consulting services that the firm provides.** Provide information on the firm's current work load, facilities, resources, and solid waste and recycling resources project experiences.
2. **Provide a work history of the consulting firm.** Include examples of previous work done on projects of similar type, size and scope within the past five (5) years. Projects must note the specific individuals who completed such project(s). Include a list of client references with contacts, telephone

numbers and email address. Examples and Client references should include at least one for each category listed in this RFP.

3. **The ability of the consulting firm to Perform.** Provide a detailed description of the proposer and their qualifications, including names, titles, brief professional resumes and past experiences in similar work efforts/products of key personnel who will be involved with the project. Name of the principal or project manager who will have direct and continued responsibility for the service provided to HWMA. This person will be HWMA staff's first contact on all matters dealing with the services offered and will handle day to day activities through completion. Indicate the composition of sub-consultants and number of staff, number of years in the business, facilities available, location where the work will be performed, and experience of your team as it relates to this project. If two or more firms are involved in an association or a joint venture for this Project, provide information concerning past associations and outline the working relationship between the firms, e.g. indicate where management responsibility resides and where quality control and production coordination will be performed.
4. **Organization and Project Management Approach:** Describe your project and management approach. Identify the role and responsibility for each member of the project team. Include the amount of time key personnel will be involved in the respective portions of the assignment. Include descriptions of their assigned duties and projected involvement in the project. Provide a detailed description of how the team and scope of work will be managed. Provide an organizational chart showing the proposed relationships between all key personnel and support staff who will be expected to participate.
5. **Work Plan:** Describe the proposed methodology to the project. Provide an estimated project schedule to ensure compliance is achieved within state require timeframes and include the proposed work tasks, personnel and resources allocated to each task. Provide a statement that addresses how the firm or consultant team will demonstrate their commitment to be responsive and accessible to HWMA staff in a timely manner. Provide a statement that addresses the challenges that can occur during a project similar to this and any unique experience, abilities, or services provided by the firm or consultant team to solve these challenges.
6. **Cover Letter:** All proposals shall include a cover letter which states that the proposal shall remain valid for a period of not less than ninety (90) days from the date of submittal. If the proposal contemplates the use of sub-consultants, the sub-consultants shall be identified in the cover letter. If a business entity submits the proposal, the cover letter shall be signed by an

officer authorized to bind the business entity contractually. With respect to the business entity, the cover letter shall include the identification of the business entity, including the name and where its corporate offices are located.

7. **Cost Proposal:** Provide a cost proposal that shall consist of a “not to exceed” price quotation along with the current fee schedule and applicable hourly rates, which shall be bound as part of the proposed scope of services. The cost proposal shall be provided in a table format that identifies the key project team member(s) proposed for each task and subtask, the number of hours for management, drafting, support personnel hours, sub-consultants and costs envisioned for each task. These costs should be presented in a way that tasks and their associated costs are easily recognizable so jurisdictions may pick and choose what services they wish to have provided
8. Suggestions for optional services to better accomplish HWMA’s objectives will be considered but should be priced separately from the price provided for the basic services described in this RFP.
9. Although revisions to the Authority’s standard “*Agreement for Professional Consulting Services*” and/or insurance requirements as described in Attachment A are discouraged, you may submit proposed exceptions or revisions your firm has to the standard agreement terms, together with explanation(s) for the revision(s).

#### **VIII. FORMAT AND DELIVERY OF RESPONSE**

Proposers are asked to submit ten (10) hard copies and one (1) electronic PDF copy (via email) of their proposals in sufficient detail to allow for a thorough evaluation and comparative analysis. The proposal should include, at a minimum, the information in sectionalized format addressing all phases of the work in the RFP.

Format: Proposals must be on typed 8.5” x 11” paper, on minimum 30% Post Consumer Content (PCC) recycled paper (excluding cover letter and attachments). Firm brochures may be attached; however, it must be as a separate attachment and independent from the required elements noted above.

1. Use a conventional typeface with a minimum font size of 12 points. Use 1” margin on all borders.
2. Organize the submittal in the order described above.
3. Prominently label the package: “Humboldt County 1383 & Organics Regional Compliance Services” and include the name of the primary contact for the respondent.

Delivery:

Proposals must be received no later than 3 PM Friday October 1, 2021 to:

HWMA  
Jill Duffy  
Executive Director  
1059 W. Hawthorne Street  
Eureka, CA 95501  
(707) 268-8680, Ext. 215  
[jduffy@hwma.net](mailto:jduffy@hwma.net)

Proposals submitting less than the required number of copies of their proposals will be rejected and considered “non-responsive”. Proposals received beyond the deadline will not be considered, and will be returned unopened.

For questions regarding the RFP, only the authorized representative of the Proposer should submit a written request for interpretation addressed to Jill Duffy [jduffy@hwma.net](mailto:jduffy@hwma.net) by Wednesday September 22, 2021

Firms interested in submitting a proposal should contact HWMA with the name of the project representative and e-mail address by September 15, 2021 to ensure full dissemination of responses and addendums.

#### **IX. SELECTION SCHEDULE**

HWMA reserves the right to modify the timeline below.

The anticipated proposal/consultant selection schedule is as follows:

<b>Action Steps</b>	<b>Tentative Date</b>
<b>Release Request for Proposal</b>	<b>Wednesday September 1, 2021</b>
Deadline for question/clarification	Wednesday September 22
Responses to Questions (Final Addenda) released	Friday September 24
<b>Proposal Submittal Deadline</b>	<b>3pm Friday October 1</b>
Review and Ranking of Proposals	October 4 – October 8
Conduct Interviews	October 12-October 14
Negotiate Scope, Finalize Costs and Contract	October 18 – October 21
<b>HWMA Board of Directors Review/Approval</b>	<b>Thursday November 11</b>
Contract Award	Thursday November 11
Notice to Proceed	Tuesday November 16



**X. PUBLIC RECORDS ACT**

All Proposals shall become public information at the conclusion of the selection process, with the exception of those portions of a proposal that are identified at the time of submittal by the Proposers as trade secrets and/or which are deemed by HWMA as not being public documents that must be disclosed under the Public Records Act, or other appropriate statutes and regulations. Pricing and service elements of the successful proposal will not be considered proprietary information. Proprietary information shall be submitted in a separate sealed envelope clearly labeled as proprietary with the project and proposers name on the outside of the envelope. All materials submitted and retained by HWMA in response to this RFP shall become the property of the Authority and will not be returned.

**XI. REVISION TO THE RFP**

HWMA reserves the right to revise the RFP prior to the date that proposals are due. HWMA reserves the right to extend the date by which the proposals are due. It is the Proposer's responsibility to monitor HWMA's website for possible addenda to this RFP to inform themselves of the most current scope of work, terms and conditions and to submit proposals in accordance with the original proposal requirements and all addenda. Revisions and extensions to the RFP will be emailed to all potential consultants whom we have information for. Additionally, available RFP's and related addenda can be found at:

<http://hwma.net/about/open-proposals-services>

Failure of Proposers to obtain this information shall not relieve them of the requirements contained therein. Those Proposers not acknowledging and returning Addenda as required will not be considered and will be rejected as "non-responsive".

HWMA reserves the right to reject any or all of the proposals, and re-initiate the RFP process.

**XII. QUALIFICATIONS AND CRITERIA**

- A. **Qualifications:** HWMA will select one firm for all of the outlined Scope of Work on the basis of qualifications, experience and cost(s).
- B. **Evaluation Criteria:** HWMA will conduct a comprehensive, fair and impartial evaluation of proposals received in response to this RFP. All proposals received will be reviewed and evaluated by a committee of qualified personnel. The name, information or experience of the individual members will not be made available to any proposer. The Evaluation Committee will first review and screen all proposals submitted according to the minimum qualifications set forth above.

The following criteria will be used in reviewing and comparing the proposes and in determining the highest scoring proposal:

**1. Responsiveness to Requirements, Terms and Conditions of RFP, Availability**  
**30 Points**

- Ability to commence work immediately after execution of contract.
- Name of Consultant’s project manager and individual authorized to negotiate the contract on behalf of the firm.
- Ability to meet HWMA’s insurance requirements.
- Adequacy of the financial management and accounting system.
- Efficiency and timeliness in completion of the project.
- Understanding the project and the needs of HWM and local jurisdictions;  
and
- Ability of project team to deliver project in a timely manner consistent with the submitted proposal timeline.

**2. Project Management/Firm(s) Strength & Qualifications**                   **30 Points**

- Team management qualifications and strengths; identify lead for overall proposal.
- Organized approach to work assignments; identify key staff including their names, classifications, professional history (attach resumes) and their respective roles and responsibilities in the project.
- Clear, effective organization chart.
- Staffing capacity and capability to perform work within desired time frame.
- Proposer’s overall operation should encourage cost effective work and services. Cost control, performance within budget allocations, prudent accounting practices, management and clear communication with HWMA staff are essential to the success of this project. A brief description of how this was achieved with former clients.
- Thorough discussion of project management, sub-firm coordination, and quality controls, and familiarity with HWMA, City, County solid waste financing and regulatory requirements.

**3. Project Team/Previous Experience**   **40 Points**

- Recent and significant experience and strong technical background in the field of expertise including prior experience with SB 1383 planning projects.
- Depth and breadth of experience with California Code of Regulations, Title 14, Division 7, Chapter 3 and the Final Regulations related to SB 1383.
- Demonstrated capability on similar projects.

- Proposer’s listed work shall be such as to ensure that the distinctive goals established for each component, by jurisdiction and HWMA, are met.
- Ability and proven experience of working with, and responding to, jurisdiction and communities required to implement regulatory compliance.
- Past relevant project and outcomes.
- Provide references for projects of similar type and scope.

All proposals will be evaluated by the Local Task Force’s Ad Hoc 1383 group selected for this project. Each member will assess and rate each proposal based on the information submitted. Each firm may be interviewed to assess their approach and capability. A Proposal Scoresheet will be used to evaluate and rank the proposals. The proposals should address the issues shown in the Scope of Work’s listed categories. A Group Proposal Summary form will be used to compile all the scores and totaled to determine the most qualified firm.

HWMA reserves the right to invite any number of firms for oral interviews.

### **XIII. AGREEMENT AWARD AND EXECUTION**

The highest ranking Proposer will be notified to begin agreement negotiations and tentatively enter into an agreement, pending final approval by the HWMA Board of Directors. If terms of an agreement cannot be reached, HWMA will initiate negotiations with the second highest ranking qualified firm.

Notification of selection of a Proposer or Proposers, or a recommendation of an award by the Local Task Force Ad Hoc group or any other party does not constitute an award of agreement.

HWMA may negotiate with the selected Proposer to acquire the combination of functionality that best meets HWMA’s needs. Alternatively, HWMA reserves the right to enter into an agreement without further discussion of the submitted proposal. Therefore, the Proposal should be initially submitted on the most favorable terms the proposing party can offer. HWMA’s standard “*Agreement for Professional Consulting Services*” described in Attachment A. The successful Proposer will be expected to execute HWMA’s standard “*Agreement for Professional Consulting Services*” and to satisfy HWMA’s insurance requirements, provided in Attachment A.

Proposers are expected to have reviewed the Agreement prior to submitting a proposal.

No oral explanation or instruction of any kind or nature whatsoever given before the award of an Agreement to a Proposer shall be binding. HWMA shall not be bound, or in any way obligated, until HWMA has awarded the Agreement and all documents

have been executed. The proposing party may not incur any chargeable costs prior to final Agreement execution.

The RFP document and the successful parties' proposal response, as amended by agreement between HWMA and the successful party or parties, may become part of the Agreement documents. Additionally, HWMA may verify the successful party or parties' representation appear in the proposal. Failure of the successful party or parties to perform as represented may result in elimination of the successful party or parties from further negotiation or in Agreement cancellation or termination.

This RFP does not commit HWM to award a contract, to reimburse for costs incurred in the preparation of Proposals pursuant to this RFP or to procure or contract for work.

HWMA reserves the right to reject any and all proposals, or to negotiate separately with any source whatsoever in any manner necessary to service the best interests of its member and non-member jurisdictions. Non-acceptance of any proposal does not imply any criticism of the proposal or imply that the proposal was deficient.

When HWMA has negotiated an agreement and price for the work with a selected Proposer, it will recommend selection of that Proposers to the HWMA Board of Directors. Confirmation and approval of the Consultant recommended by HWMA staff is subject to approval by the Board of Directors.

#### **XIV. ATTACHMENTS**

Attachment A: *"Sample Agreement for Professional Consulting Services"*

Attachment A:  
**SAMPLE AGREEMENT BETWEEN  
HUMBOLDT WASTE MANAGEMENT AUTHORITY AND**  

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**FOR PROFESSIONAL SERVICES**

THIS AGREEMENT for Professional Services (“Agreement”) is effective as of \_\_\_\_\_, by and between the Humboldt Waste Management Authority, a joint powers authority (hereinafter referred to as “Authority”) and \_\_\_\_\_, a \_\_\_\_\_ (hereinafter referred to as “Consultant”).

**RECITALS**

**WHEREAS**, -----; and

**WHEREAS**, Consultant has the demonstrated qualifications, skills and training necessary to perform the services and the Authority desires to retain Consultant to complete the services based on the terms and conditions below.

**NOW THEREFORE**, based on the mutual terms, conditions, covenants and agreements recited above and made a material part hereof, the parties agree as follows:

**1. Scope of Services.**

1.1 Services Defined. Consultant agrees to perform services as set out in Exhibit A, “Scope of Work,” attached hereto and incorporated herein (“Services”). Services shall be provided in accordance with the terms and conditions of this Agreement. In the event of conflict between the provisions contained in Sections 1-18 of this Agreement and those within Exhibit A, the terms and conditions of Sections 1- 18 shall control over those in Exhibit A.

(a) Materials and Equipment. Consultant shall, at its sole cost and expense, furnish all materials and equipment which may be required for performing services pursuant to this Agreement excepting those specifically identified in Exhibit A.

1.2 Special Conditions. Consultant shall comply with all additional terms and conditions set forth in Exhibit C “Special Conditions,” if any are required [*check applicable box*]:

\_\_\_\_\_ Special Conditions                      \_\_\_\_\_ No Special Conditions

1.3 Special Insurance Conditions. Consultant shall comply with the insurance provisions set forth in Section 10 and all additional terms set forth in Exhibit D “Special Insurance Conditions,” if any are so required [*check applicable box*]:

\_\_\_\_\_ Special Insurance Conditions      \_\_\_\_\_ No Special Insurance Conditions

**2. Compensation for Services, Payment.**

2.1 The Authority shall pay Consultant at the rate and basis as set forth in Exhibit B, "Compensation," attached hereto and incorporated herein, not to exceed \$\_\_\_\_\_.

2.2 Consultant shall prepare and submit its invoices to the Authority no more than once per month and the final bill upon completion of the Services. For Services billed on a time and materials basis or in installments, Consultant shall provide a time summary of work performed by each person for whom charges are billed. All reasonable efforts will be made by the Authority to pay undisputed invoices within 30 days of receipt. If the Authority disputes an invoice, it may withhold that portion so contested and shall pay the undisputed amount. The Authority may withhold all or any portion of the funds provided for by this Agreement in the event that the Consultant has materially violated or threatens to materially violate, any term, provision, or condition of this Agreement; or the Consultant fails to maintain reasonable progress toward completion of the Services or any component thereof.

**3. Term.**

3.1 Commencement. Services of Consultant shall commence upon full execution of this Agreement by both parties.

3.2 Time for Completion. Consultant shall complete all Services in accordance with the time schedule set forth in Exhibit A.

3.3 Suspension and Termination.

(a) Suspension. At any time and for any reason, the Authority may temporarily suspend the Services upon five days' written notice to Consultant. In such event, Consultant shall perform no additional Services under this Agreement until the Authority has provided written notice to Consultant to re-commence Services.

(b) Project Termination. The Authority may for any reason and at any time terminate the project for which Services were engaged and thereby permanently suspend the Services upon five days' written notice to Consultant. In such event, Consultant shall perform no additional Services under this Agreement and Consultant shall be entitled to invoice the Authority to receive payment for all acceptable services performed or furnished and all reimbursable expenses incurred until the effective date of termination.

3.4 Delivery of Project Materials to Authority. Upon the effective date of Services termination, Consultant shall promptly deliver to Authority all data and originals of all plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work and other materials for which the Authority has compensated Consultant, and all such material shall become the property of the Authority upon the date of termination.

**4. Professional Standards.** The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant shall be responsible for the professional and technical soundness, accuracy, and adequacy of all designs, drawings, specifications, and other work and materials furnished under this Agreement.

5. **Independent Contractor Status.** Consultant is performing Services as an independent contractor for the Authority, and is neither an employee nor an agent of the Authority. Except as otherwise provided in this Agreement, Consultant shall have sole control over the manner and method of performance of the services, and Authority’s only interest shall be in the results of such Services. Authority’s liability hereunder shall be limited to payment of the compensation provided in this Agreement. Consultant agrees and acknowledges that it is not entitled to any benefits or insurance, including without limitation any medical, unemployment, or disability benefits, on Authority’s account. This Section shall also apply to any of Consultant’s subcontractors.
  
6. **Document Submission and Title to Documents.** Consultant agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement is considered work made for hire and shall be the property of the Authority upon delivery. Authority may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Agreement.
  
7. **Designation of Representative.** Consultant and Authority shall designate specific individuals to act as representatives (“Designated Representative”), who shall have authority to transmit instructions, receive information, and implement the Agreement on behalf of each respective party. Each party shall provide the name and contact information of its Designated Representative in writing to the other, and either party may change its Designated Representative or contact information by giving written notice to the other party.
  
8. **Notice.** All notices required or permitted hereunder shall be in writing and shall be deemed to have been properly given and delivered when delivered personally (including by commercial messenger or courier or by facsimile transmission) or four (4) days after deposit in the U. S. mail with all postage or charges fully prepaid and addressed to the authorized representative of the appropriate party.

Authority:  
 Jill Duffy, Executive Director  
 Humboldt Waste Management Authority,  
 1059 West Hawthorne Street, Eureka, CA, 95501

Consultant:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

9. **Indemnification.** If this Agreement is for design professional services subject to California Civil Code § 2782.8(a) and Consultant is a design professional as defined in California Civil Code § 2782.8(c)(2), to the fullest extent allowed by law, Consultant shall hold harmless, defend and indemnify the Authority, its officers, agents, employees, and volunteers from and against all claims, damages, losses, and expenses including attorneys’ fees arising out of, or pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Authority, except where caused by the active negligence, sole negligence, or willful misconduct of the Authority.

If this Agreement is not for design professional services subject to California Civil Code § 2782.8(a) or Consultant is not a design professional as defined in California Civil Code § 2782.8(c)(2), to the fullest extent permitted by law, Consultant shall indemnify and hold harmless Authority and its boards, task forces, officials, employees and agents (collectively "Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-contractors or any entity or individual for which Consultant shall bear legal liability in the performance of professional services under this Agreement.

Other than in the performance of professional services and to the extent permitted by law, Consultant shall indemnify, defend and hold harmless Authority, and any and all of the Indemnified Parties from and against any liability (including liability from claims, suits, actions, arbitration proceedings, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), to the extent the same arise out of, are a consequence of, or are attributable to, in whole or in part, negligence of the Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant.

The defense and indemnification obligations of the Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. Consultant's responsibility for defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

## **10. Insurance.**

### 10.1 *General Insurance Requirements.*

- (a) Prior to performing any Services hereunder and until the Services have been completed in accordance with this Agreement, the Consultant shall maintain insurance in full compliance with all of the provisions of this Section 10 and Exhibit D, Special Insurance Provisions, if any. All insurance carriers shall be admitted in the state of California and with an A.M. Best's rating of A- or better and a minimum financial size VII.
- (b) Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all required coverages and an additional insured endorsement to Consultant's general liability policy, shall be delivered to the Authority at or prior to the execution of the Agreement.
- (c) All insurance certificates shall contain a statement that the policy will not be cancelled except after thirty (30) days prior written notice to the Authority.
- (d) Consultant shall have its insurer endorse the third party general liability coverage to include the Authority as additional insured. The additional insured coverage under Consultant's policy shall be provided on a primary, non-contributing basis in relation to any other insurance or self- insurance available to the Authority.



- (e) In the event the Consultant subcontracts any part of the Services, each subcontractor shall be bound by the same terms and conditions concerning insurance as required by this Agreement will be made a part of any such subcontract agreement.
- (f) The Authority reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice.
- (g) The Authority may, in its sole discretion, reduce or waive any insurance coverage requirements provided herein based on an analysis of the availability of insurance coverage for the type of professional consultant retained by this agreement, the type of risk exposure for the Authority, and the financial capability of the Consultant to bear the risk of losses without insurance. Any specific insurance coverage reductions or waivers shall be itemized in Exhibit D.

10.2 Professional or Errors and Omissions Insurance. Consultant shall purchase and maintain such Professional or Errors and Omissions Insurance for the Services performed and furnished as will provide protection from any claim arising out of any negligent act, error or omission in rendering or failing to render professional services either committed or alleged to have been committed by Consultant or by anyone employed by Consultant to perform or furnish any of the Services, or by anyone for whose acts any of them may be liable. Such coverage shall not be subject to a Self-Insured Retention (SIR) greater than \$100,000, and for not less than \$1,000,000 single limit, any one claim and \$2,000,000 annual aggregate.

10.3 Workers' Compensation Insurance. Consultant shall purchase and maintain such Workers' Compensation covering all employees and volunteers as required by the State of California, and on a state-approved policy form, and Employer's Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

10.4 Commercial General Liability. Insurance Services Office (ISO) "Commercial General Liability" policy form CG 00 01 or equivalent. Coverage for additional insured shall not be limited to vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$2,000,000 general aggregate.

10.5 Automobile Liability Insurance. ISO Business Auto Coverage for CA 0001 including symbol 1 or equivalent. Limits are subject to review, but in no event to be less than \$2,000,000 per accident. If Consultant or Consultant's employees will use personal autos in the performance of any duties under this Agreement, Consultant shall provide evidence of personal auto liability coverage for each such person.

**11. Dispute Resolution.** The parties agree to negotiate any disputes over the performance of their respective rights and obligations under this Agreement in good faith for a period of at least 30 days after the date of notice invoking the need for dispute resolution or exercising rights under law. Neither party may initiate court action prior to such good faith negotiation.

**12. Time of the Essence.** Time limits stated in this Agreement are of the essence

- 13. Governing Law, Venue.** This Agreement and performance hereunder and all suits and special proceedings shall be interpreted in accordance with California law. Venue shall be fixed in Humboldt County.
- 14. Authority.** Each party hereto warrants and represents to the other party that such party has the full right, power and authority to enter into this Agreement and has obtained all necessary consents and approvals to consummate the transaction contemplated hereby.
- 15. Negotiated Agreement, Interpretation.** This Agreement has been negotiated by the parties hereto. Each of the parties has had full opportunity to have this Agreement reviewed by an attorney acting on such party's behalf. The language of the Agreement shall not be construed for or against either party by reason of the authorship or alleged authorship of any provision hereof or by reason of the status of the respective parties.
- 16. Entire Agreement/Modifications and Amendments.** This Agreement together with all Exhibits (and all attachments thereto) constitutes the entire agreement between the Authority and Consultant as to the subject matter hereof. It supersedes all prior communications, representations, or agreements, whether oral or written. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. Any modification of scope, schedule, or budget relating to Services specified in this Agreement must be in writing and must be signed and dated by both parties prior to the performance of the additional proposed work and expenditure of additional funds for that work.
- 17. Assignment, Subcontract.** Neither party shall assign its rights, interests, duties or obligations under this Agreement without consent from the other party. Consultant may not subcontract Services without prior written consent from Authority. In the event subcontracting is approved, the following shall apply:
- a) Consultant shall include in all subcontracts and require of all subcontractors all insurance and indemnity requirements and provisions of the Agreement that are applicable to any subcontractor's scope of work. Subcontractor's responsibility for defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.
  - b) Each subcontractor shall be obligated to Consultant and the Authority in the same manner and to the same extent as Consultant is obligated to the Authority under this Agreement. If hiring a sub-subcontractor to perform any Services, the subcontractor shall include in the sub-subcontract all provisions of this Agreement including all insurance and indemnity provisions that are applicable to said sub-subcontractor's scope of work.
  - c) Consultant shall furnish a copy of the Agreement's insurance and indemnity provisions to any subcontractor upon request. Upon request from the Authority, Consultant shall provide insurance certificates and endorsements of its subcontractors.
- 18. Permits, Licenses And Approvals.** Consultant shall obtain and maintain throughout the Agreement period all permits, licenses and approvals required by law to perform the Services.

**IN WITNESS WHEREOF**, the person executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

**HUMBOLDT WASTE MANAGEMENT AUTHORITY:**

\_\_\_\_\_ Date: \_\_\_\_\_  
Jill Duffy, Executive Director

**CONSULTANT:**

\_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

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

**EXHIBIT B  
COMPENSATION**

**EXHIBIT C  
SPECIAL CONDITIONS**

**EXHIBIT D**  
**SPECIAL INSURANCE REQUIREMENTS**