

**REQUEST FOR PROPOSALS**  
**FOR**  
**CUMMINGS ROAD LANDFILL LEACHATE**  
**TRANSPORTATION AND DISPOSAL SERVICES**

**ISSUED BY:**



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

**October 12, 2023**

Submission Deadline: 4:00 PM Pacific Standard November 20, 2023

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## 1.0 GENERAL INFORMATION

The Humboldt Waste Management Authority (“Authority” or ”HWMA”) is issuing a Request for Proposals (RFP) to select a qualified Contractor(s) to provide liquid leachate transportation and disposal services from the Cummings Road Landfill (“Landfill”) from April 1, 2024, through May 31, 2029, with the potential of two five-year extensions each, at the discretion of HWMA. Collected liquid leachate will be pumped and transported to the City of Eureka Wastewater Treatment Plant located at 4301 Hilfiker Lane, Eureka, CA 95503 for disposal.

The Landfill leachate system extracts leachate continuously and stores it in a 20,000-gallon capacity tank at the Landfill. This tank must be regularly maintained and requires emptying and transportation of leachate offsite for disposal of between one to four loads daily, as necessary.

### 1.1 Humboldt Waste Management Authority

Humboldt Waste Management Authority (HWMA), or the Authority, is a Joint Powers Authority consisting of the Member Agencies comprised of the cities of Arcata, Blue Lake, Eureka, Ferndale, Rio Dell, and Humboldt County. The HWMA is governed by a six (6) member Board of Directors that is made up of representatives from each of the Member agencies.

HWMA was formed in 1999 for the purposes of economically coordinating the disposal of Solid Waste generated in the incorporated and unincorporated areas of Humboldt County and responsible for Closure and Post-Closure activities at the Cummings Road Landfill.

The Authority is seeking proposals from qualified contractors to transport leachate collected from the Cummings Road Landfill and then deliver leachate to the City of Eureka Wastewater Treatment Plant, located at 4301 Hilfiker Lane, Eureka, CA 95503 for disposal. Contractor is required to provide leachate hauling services at a frequency and in such volume as to prevent overflow and potential damage to the leachate removal system located at the Cummings Road Landfill. Contractor will operate such that hauling services are available 365 days per year.

All Contractor costs for providing the hauling services shall be accounted for and incorporated into Contractor’s base transportation quote.

### 1.2 Cummings Road Landfill

The Authority owns the 33-acre Cummings Road Landfill and is located approximately two miles southeast of the City of Eureka at the termination point of Cummings Road. Cummings Road Landfill is physically located at 5775 Cummings Road, Eureka, CA. The Cummings Road Landfill is a former municipal landfill that stopped receiving solid waste in June of 2000 and achieved final closure certification in February of 2017. Maintenance of the Landfill is required by State and federal laws for a 30 years post – closure period.

During the Summer of 2012, the Authority completed Cummings Road Landfill Closure-Phase 1 activities and completed Closure-Phase 2 was completed October 13, 2015. Leachate hauling services continue to be necessary even though Phase 1 of the Cummings Road Closure was completed in late 2012. The Authority’s engineers anticipated a slight reduction of leachate

generation upon final closure. It was anticipated that following landfill closure there would be a reduction of up to 60% of leachate generation.

## **2.0 PROPOSAL CONSIDERATIONS**

### **2.1 Rights of the Authority**

The Authority's rights include, but are not limited to, the following:

- Reissuing or modifying the RFP.
- Withdrawing the RFP at any time during the procurement process
- Issuing addenda to the RFP, including extending or revising the timeline for submittals.
- Requesting clarification or additional information from the Proposers at any time during the procurement process.
- Execution of an Agreement with the successful Proposer on the basis of the original proposals and/or any other information submitted by the Proposers during the procurement process.
- Rejection of any or all proposals, waiving irregularities in any proposals, accepting or rejecting all or part of any proposals, and waiving any requirements of the RFP, as may be deemed in the best interest of the Authority.
- Negotiating with more than one Proposer.

Accepting a proposal that does not offer the lowest cost but offers the best overall proposal, which the Authority determined is in the best interest of the Member Agencies based on the Proposer's qualifications, operations proposal, financial strength, and willingness to accept the Agreement terms as well as its cost proposal.

Discontinuing negotiations after commencing negotiations with a selected Contactor if progress is unsatisfactory in the sole judgment of the Authority, and commencing negotiations with another qualified Proposer.

### **2.2 Obligations of Submission of Proposal**

Proposers submitting a Proposal understand that:

- Proposal submission constitutes an incontrovertible representation and warranty by Proposer that the Proposer has investigated all aspects of the RFP.
- Proposer is aware of the applicable facts pertaining to the RFP process, its procedures and requirements.
- Proposer has read and understands the RFP, and complied with every requirement.

- Without exception, the proposal is premised upon performing and furnishing the services and equipment required by this RFP and Agreement and as such means, methods, techniques as may be indicated or required by this RFP and Agreement.
- Proposer submittal of an RFP, and/or any addendums, are sufficient in scope and detail to indicate and convey understanding of all the terms and conditions for performance and furnishing services of the project.

The submission of a proposal shall not be deemed an agreement between the Proposer and the Authority, and the following conditions apply:

- Authority shall not be obligated to respond to any proposal submitted, nor is bound in any manner by the submission of a proposal by a Proposer.
- Acceptance of a proposal by the Authority obligates the Proposer to enter into good faith Agreement negotiations on the proposal submitted.
- The Agreement shall not be binding or valid against the Authority unless and until it is executed by the Authority Board and the selected Proposer, and the Proposer’s performance bond or other surety has been accepted.

### 2.3 Proposal Costs

Costs of investigating, preparing, and submitting a proposal is the sole responsibility of the Proposer and shall not be chargeable in any manner to the HWMA. The HWMA will not reimburse any Proposer for any costs associated with the preparation and submission of proposals or expenses incurred in making an oral presentation, participating in an interview, or negotiating an Agreement with the HWMA.

### 2.4 Proposal Schedule

The HWMA intends to adhere to the schedule provided in Table 1 during the selection process. This schedule may change at the HWMA's sole discretion.

**Table 1: Proposal Procurement Schedule**

	<b>Date</b>
<b>HWMA release of RFP.</b>	<b>October 16, 2023</b>
<b>Deadline to submit written questions and comments by Proposers.</b>	<b>November 3, 2023 by 3pm</b>
<b>HWMA will issue to Proposers: response to written questions and RFP addendum if necessary.</b>	<b>November 10, 2023</b>
<b>PROPOSAL DUE</b>	<b>November 20, 2023</b>
<b>HWMA Evaluation Committee Recommends to Board a Proposer.</b>	<b>January 5, 2024</b>
<b>HWMA conducts and completes negotiations with Contractor.</b>	<b>By March 31, 2024</b>
<b>Proposer commences providing services.</b>	<b>April 1, 2024</b>

\*The Authority retains the rights to modify and/or amend dates as necessary.

## 2.5 Anti-Collusion Statement

A sworn anti-collusion statement is included as *Attachment 2* as part of the proposal package. The Authority requires that a non-collusion statement be made as a sworn affidavit executed and sworn before a person who is authorized to administer oaths by laws of the State. This certification is required as important evidence in the event that collusion or bid rigging is discovered at a later date. If any Proposer submits a false statement, sanctions could then be taken against the Proposer.

## 2.6 Conflict of Interest

The Proposer must disclose any contractual relationship that exists, or has existed, between the Proposer and a predecessor organization of the Proposer, or a sub-contractor included in the Proposer's response to this RFP, and the HWMA or its Member Agencies. Proposers must also disclose any existing business or personal relationship between the Proposer, its principals, or any affiliate or subcontractor, and the HWMA, its Member Agencies, or any other entity or person involved in the project that is the subject of this RFP.

Failure to disclose any such prior or existing contractual or personal relationship as described in this section may result in disqualification of the proposal. The Authority will make the final determination regarding the existence of a conflict of interest.

## 2.7 Limits on Disclosure of Proposals

The HWMA has determined that the public interest will be best served if proposals submitted by Proposers in response to this RFP are not made available for review by other companies participating in the competitive selection process. For that reason, proposals submitted during the RFP process will not be made available to other Proposers or the public earlier than the date on which the HWMA issues to Member Agencies a shortlist of a company or companies recommended for final negotiation. The HWMA may, at its sole discretion, release select portions of the proposal(s) of the recommended companies that have not been identified as entitled to confidential treatment as containing trade secrets.

Conversely, public release may be deferred until the Authority has narrowed its consideration to one preferred Proposer. All materials received from that Proposer (other than those entitled to protection under California Government Code Section 6254(k)) will be made available for public review by the Member Agencies no less than twenty (20) days prior to the date on which the governing board of each Member Agency will consider a staff recommendation to award the Agreement to a selected company.

The HWMA will implement the following procedures:

- All materials which a Proposer believes to contain trade secret information entitled to protection from disclosure under Government Code Section 6254(k) must be clearly marked on each page as “CONFIDENTIAL”; and

- Prior to the date on which the Board of Directors selects its preferred Proposer, if HWMA receives a request to review and/or copy materials submitted by any Proposer, the Authority will decline release of those materials; and
- If the person submitting the request files a legal action against HWMA seeking its release, the HWMA will notify the affected Proposer(s) and will not oppose a motion by such Proposer(s) to intervene in the action. The Proposer(s) must either intervene or agree to pay HWMA's and its agent(s) legal expenses in defending the action, including fees, if any, awarded to the plaintiff. Absent such an agreement, the HWMA will have no obligation to defend the action and may release the information sought without any liability whatsoever; and
- Proposer will not seek damages against HWMA, its agents, or any Member Agency for recovery of its attorneys' fees as a result of any dispute related to the release or withholding of information submitted in response to this RFP.

## 2.8 Proposer Code of Conduct

The Proposer is required to follow the Proposer Code of Conduct as a result of submitting an RFP. The Code of Conduct for Proposers includes the following provisions:

- Prohibits ex parte communications with HWMA Board members or elected officials of Member Agencies;
- Prohibits giving any gift or monetary compensation to an HWMA Board member, staff member or its agents; and
- Prohibits collaboration or discussion with other Proposers of the content of the proposal or rates proposed.

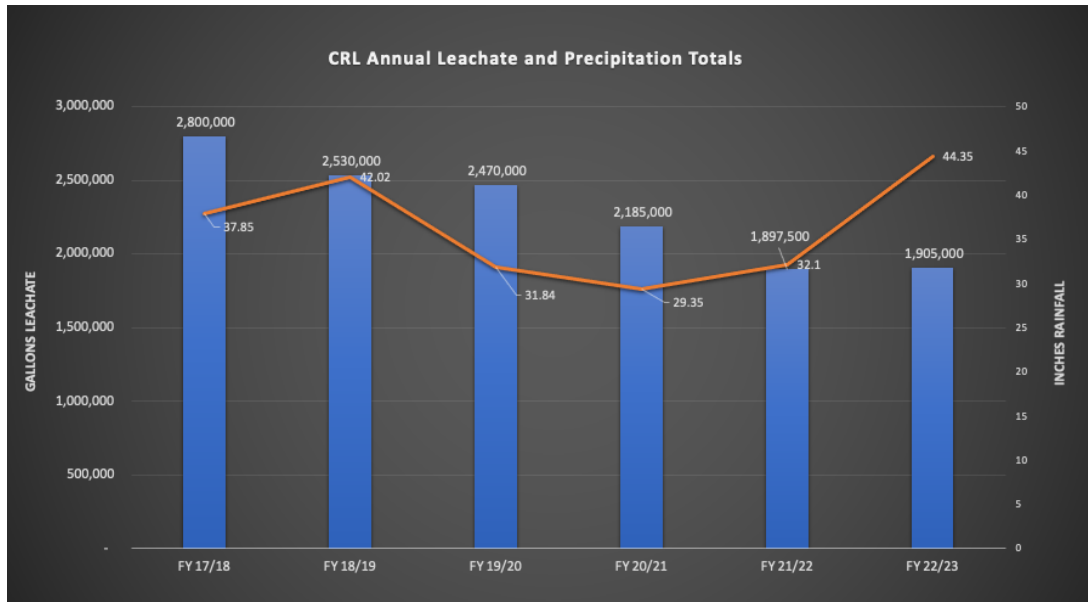
Failure to abide by the above will result in the bid proposal being disqualified.



### 3.0 BACKGROUND INFORMATION

#### 3.1 Current and Future Leachate volumes

Leachate data collected over the last five fiscal years indicates a downward trend in total volume hauled offsite per fiscal year, as shown below in Figure 1. Daily rainfall data is also collected at the Landfill and when compared in relation to leachate volumes shows a weak correlation (Fig.1)



We anticipate leachate volumes to stabilize at the volumes observed in Fiscal Year (FY) 21/22 and FY 22/23 or continue to trend downwards.

#### 3.2 Loads Transported Fiscal Year 2017-2018 to Fiscal Year 2022-2023

Based upon historical data received from the contracted hauler transporting loads of leachate with a 5,000-gallon trailer, Table 2 presents the total number of gallons transported monthly to the City of Eureka of Eureka Wastewater Treatment Plant and total gallons hauled per Fiscal year.

MONTH	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Jul	220,000	250,000	175,000	215,000	190,000	150,000
Aug	250,000	215,000	165,000	205,000	157,500	160,000
Sept	200,000	155,000	180,000	170,000	117,500	135,000
Oct	180,000	155,000	175,000	180,000	162,500	130,000
Nov	210,000	180,000	170,000	170,000	135,000	140,000
Dec	250,000	135,000	175,000	145,000	145,000	135,000
Jan	265,000	200,000	230,000	145,000	135,000	145,000
Feb	215,000	250,000	240,000	135,000	170,000	140,000
Mar	220,000	275,000	235,000	165,000	170,000	195,000
Apr	280,000	255,000	240,000	250,000	165,000	190,000
May	265,000	230,000	245,000	225,000	180,000	210,000
Jun	245,000	230,000	240,000	180,000	170,000	175,000
<b>TOTAL GALLONS PER YEAR</b>	<b>2,800,000</b>	<b>2,530,000</b>	<b>2,470,000</b>	<b>2,185,000</b>	<b>1,897,500</b>	<b>1,905,000</b>

Table 2.

### 3.2 City of Eureka Wastewater Treatment Plant

The City of Eureka Wastewater Treatment Plant is located at 4301 Hilfiker Lane, Eureka and the hauler will be responsible for delivering and discharging the leachate to the appropriate location as identified by City Staff.

The Authority is required to maintain a 'City of Eureka Pretreatment Discharge Permit' which details monitoring and reporting criteria for discharge standards. Cost and arrangements for leachate sampling requirements will be the responsibility of the Authority. The Authority also receives monthly discharge billing invoices directly from the City of Eureka.

The Contractor must maintain, in good standing, a 'City of Eureka Holding Tank Wastewater Discharge Permit' and operate within the guidelines of the permit and policies of the City of Eureka Wastewater Treatment Plant.

## 4.0 SCOPE OF SERVICES

This section describes the scope of services that will be required for the selected Contractor to perform as part of the Agreement with the Authority for the purposes of transporting leachate from the Cummings Road Landfill to the City of Eureka Wastewater Treatment Plant for disposal.

Proposers are expected to carefully review the Scope of Services that will define the contractual arrangement(s) between HWMA and the Contractor selected through this RFP process. In the event of a conflict between the Agreement and this RFP, the language in the Agreement takes precedence. For all services required under the Agreement, the Contractor must provide all labor, supervision, equipment, and materials in conformance to all required permits and regulatory requirements.

### 4.1 Transportation

Essential portions of the scope of work required by the PROPOSER for this solicitation are detailed below.

The selected Contractor shall be responsible for the following:

1. Proposer must provide a scope of work and identify rates for transportation to the identified Disposal Facility.
2. Contractor shall be responsible for accepting and delivering leachate from the Cummings Road Landfill to the City of Eureka Wastewater Treatment Plant.
3. Provide truck and trailer labor, rolling stock, stationary equipment, material storage containers, spare parts, maintenance supplies, and other consumables necessary to perform transportation operations.
4. Contractor shall keep trailers enclosed and/or sealed to contain leachate and prevent spilling or scattering of leachate during transportation.

5. Contractor shall be available to transport Trailers from the Cummings Road Landfill to the City of Eureka Wastewater Treatment Plant daily, as needed.
6. Contractor shall supply an adequate number of trailers or frequency of delivery sufficient to meet leachate disposal demand.
7. On a monthly basis Contractor will provide invoices that include total loads and gallons hauled to the City of Eureka Wastewater Treatment Plant. These must be received by the Authority no later than the 10th day following each monthly billing period.

## **5.0 AGREEMENT ARRANGEMENTS**

The procurement schedule in Table 1 outlines the time schedule proposal evaluations, recommendation, and selection of the most responsive Proposer, and to negotiate and execute an agreement with the Authority. The attached draft Agreement provides Proposers an outline of the terms and conditions of the requested services, and the HWMA's roles, responsibilities, and obligations.

The HWMA is interested in selecting a Proposer that is willing to negotiate and execute an Agreement in a timely manner.

## **6.0 SUBMITTAL INSTRUCTIONS**

Proposers are required to provide all information requested in this section, requested attachments and addendum items, if any, as part of their proposals. Failure to provide all required information as listed below may be grounds for rejection of a proposal as nonresponsive.

### **6.1 Qualifications Response**

1. State the name and address of the company that will be entering into the Agreement with HWMA, and the name, address, phone number, fax number, e-mail address, and title of person to be contacted regarding the Proposal. Provide the names of any other company(ies) or firms that will share significant responsibilities as team members in performing under the Agreement.
2. Describe relevant technical experience of key personnel, how long they have been with the company, and their backgrounds in the requested services.
3. Provide a minimum of three (3) references that can attest to PROPOSER experience and performance. References shall include all pertinent contact information to allow the Authority to independently check the reference.

## 6.2 Company Information

At a minimum, provide a detailed description of your company and its qualification to provide the requested services in the RFP.

1. Describe services provided currently, or in the past, to other jurisdictions that are directly relevant to services described in this RFP, including descriptions of relevant contracts and the dates the service was provided.
2. Provide a list showing the position and number as full-time equivalents (or partial FTE) of all company employees that will be involved with providing these services.

## 6.3 Compliance, Litigation and Debarment History

1. Provide details of any past or pending litigation against the Proposer or its parent company or joint venture company (ies) by a governmental entity contracting with the Proposer or its parent for services relating to waste management services, or against such governmental entity by the Proposer or its parent company or joint venture in the past five (5) years. Failure to disclose an accurate litigation history may result in disqualification of the proposal.
2. Proposer must provide information detailing its worker safety record for the past five (5) years for the company and its affiliates in California or pertinent State(s) where it operates.
3. The worker safety record information will include, but not be limited to, employee safety metrics commonly used in the industry such as the number of hours lost for individual injuries per employee and workers' compensation insurance ratios.

## 6.4 Environmental Compliance

List any environmental compliance-permit violations incurred by the company, partner or subsidiary in this venture, or sub-Proposer in the past five (5) years.

## 6.5 Financial Response

1. Demonstrate that the Proposer has financial resources sufficient to undertake the development, operations, and maintenance of the proposed services for the term of the agreement and longer.
2. Provide audited financial statements, including income and balance sheets for the contractually responsible party and any parent company and joint venture company (ies), for the most recent three (3) complete fiscal years and an audited statement through the most recently completed quarter of the current fiscal year.
3. Provide a statement from the chief financial officer indicating that there has been no material change in the financial circumstances of the proposing entity (or its parent or owners if they are providing financial assurance of performance) since the date of the last audited statements.

## 6.6 Proposal Alternatives and Exceptions

Proposer shall present any exceptions or requested changes that Proposer has to the Proposal conditions, requirements, or Section 4 Scope of Service. If no exceptions are noted, it is assumed the Proposer will accept all conditions and requirements identified in the RFP.

In the event the Proposer takes exception to the RFP specifications or wishes to propose an alternative technology, to propose the development of a new facility, or to propose the expansion of processing capacity at an existing operation, they may set forth those exceptions in their overall proposal, but are required to provide details as outlined in Section 4.

## 6.7 Additional Information

Proposers may provide any additional information that they believe to be applicable to their proposal.

## 7.0 COST PROPOSAL AND COST FORM

The Proposer is required to submit its cost using the cost form in Attachment 1.

## 8.0 PROPOSAL EVALUATION AND PROPOSER SELECTION

### 8.1 Proposal Evaluation Procedures

Proposals will be evaluated based on their responsiveness, content, completeness, and clarity. Specific evaluation criteria has been developed that will focus on evaluating the information requested in the RFP. Proposals will be evaluated based on the extent to which they meet evaluation criteria.

Proposals will be evaluated by a RFP Evaluation Committee (RFP Committee) consisting of Three (3) HWMA staff members.

The Authority's Executive Director will facilitate the evaluation process and provide support to the RFP Evaluation Committee. The Executive Director will be available to answer questions by the RFP Evaluation Committee as needed, but will not have any proposal scoring and ranking voting authority. Each evaluator will review all proposals received using a set of established evaluation criteria that will be applied to identify the relative strengths and weaknesses of individual proposals.

The ratings from the RFP Committee evaluators will be compiled to determine a ranking of the proposals based solely on the evaluation criteria, then present their rankings and recommendations to the HWMA Board of Directors.

After the HWMA Board reviews and approves their selected Proposer, HWMA staff will enter negotiations with the selected Proposer to develop an agreement that provides the services outlined in this RFP. The final agreement will be presented to the Board for approval. In the event the negotiations with the selected Proposer are unsuccessful, HWMA may

designate another Proposer from the list of shortlisted Proposers and enter negotiations with that Proposer(s).

## 8.2 Proposal Evaluation Criteria

Proposals will be numerically scored and ranked using the criteria and weighting described in this section. The scores assigned will reflect the extent to which criteria is satisfied relative to other proposals. The evaluation criteria and maximum score that can be achieved for each criterion are presented in Table 3.

Table 3: Proposal Evaluation Criteria and Maximum Evaluation Score

<b>Proposal Evaluation Criteria</b>	<b>Maximum Evaluation Score</b>
Cost proposal	<b>40</b>
Operations proposal	<b>30</b>
Company qualifications and experience	<b>20</b>
Workforce Compliance, Litigation History	<b>10</b>
<b>Total Maximum Score Up To</b>	<b>100</b>

The potential factors that may be considered by the proposal Evaluation Committee when developing the score for each criterion are presented below. Proposer must be fully compliant with the RFP and procurement procedures as demonstrated by submittal of all elements required including completion of the proposal cost form and compliance with proposal submission process.

### **Cost Proposal (Maximum 40 points)**

- Reasonableness of Cost Proposal: Logical relationship between proposed costs and operational assumptions for the cost proposal.
- Competitiveness of Cost Proposal: Cost competitiveness relative to other proposals submitted.

### **Operational Proposal (Maximum 30 points)**

- Approach: Reasonableness and reliability of the proposed services (e.g., technology, equipment, and staffing levels,); reasonableness of productivity and operating assumptions (operating metrics).

- General Operations: Proposed methods of tracking and reporting operational activities such as productivity, staffing levels, and training programs.

### **Company's Qualifications and Experience (Maximum 20 points)**

- Company Experience: Demonstrated experience of the company in Providing similar services.
- Key Personnel Qualifications: Extent and relevance of the qualifications and experience of key personnel proposed for the team and on-going management of the operations.
- Management: Demonstrated capabilities of the company's existing management and its responsiveness to the ongoing needs and requests of customers including: reporting, providing new services, tracking and monitoring operational activities, regulatory compliance, safety record, general quality of operations.
- Provide a table showing the position and number as full-time equivalents (or partial FTE) of all company employees that will be involved with providing these services.
- Financial Stability: Financial strength and ability of company to acquire equipment and provide financial assurance of performance based on review of its audited financial statements and its proposed financing plan.

### **Workforce Compliance, Litigation History (Maximum 20 points)**

- Worker safety record for the past five (5) years for the company and its affiliates in California or pertinent State(s) where it operates, to include, but not be limited to; employee safety metrics commonly used in the industry such as the number of hours lost for individual injuries per employee and workers' compensation insurance ratios.
- Describe any criminal proceedings in which the Proposer, and/or any director or officer of the proposer or affiliate and any individual identified as key personnel in the proposal has been named as a defendant that are either currently pending or were concluded within the past ten (10) years. For each proceeding, provide the name of the case, the court in which it was filed, and the docket number.
- Describe any civil lawsuit in which the Proposer has been named as a defendant or cross defendant, either currently pending or were concluded within the past five (5) years. For each lawsuit, provide the name of the case, the court in which it was filed, and the docket number. Lawsuits which involved only claims for personal injury or property damage arising from vehicle accidents which resulted in defense verdicts or in judgments against defendant, or settlements of less than \$100,000, need not be disclosed.
- Describe any administrative proceedings involving the Proposer initiated by federal, state, or local regulatory agencies that are either currently pending or were concluded

within the past ten (10) years. For each, provide the name of the regulatory Authority, the nature of the proceeding, and the amount of any fines or penalties assessed.

## 9 PROPOSAL SUBMITTAL INSTRUCTIONS

Proposals shall be submitted in accordance with the requirements presented. All data and information furnished by HWMA or referred to in this RFP are provided for the Proposer's convenience. The HWMA does not guarantee that such information or data is accurate and assumes no responsibility as to the accuracy of the information. Proposers are encouraged to independently verify the accuracy and interpretation of all such information or data.

### 9.1 Authority Contact and Address

Proposers shall submit all correspondences, questions, and the proposal submittal to the following contact individual:

Executive Director  
Humboldt Waste Management Authority  
1059 West Hawthorne Street  
Eureka, CA 95501  
Telephone number: 707.268.8680  
Email: ekeller@hwma.net

### 9.2 Submittal of Written Questions

HWMA requires Proposer to submit all questions and requests for information in writing (email is acceptable) directly to HWMA at the address listed in Section 9.1. The deadline for submitting written questions and requests for information will be November 10, 2023.

### 9.3 Proposal Submittal Format

The Proposer shall submit one (1) double-sided hard copy of the complete proposal, no later than 4:00 p.m. November 20, 2023 in a sealed package. In addition, a thumb drive storage device containing an electronic copy of the proposal in Adobe PDF must be submitted in the sealed package. Package must be labeled:

Proposal To HWMA For  
“ Cummings Road Landfill Leachate Transportation and Disposal Services”  
Submitted By: (Name of Proposer)

Proposals must be printed on 8½” x 11” paper with 30% or greater post-consumer recycled content paper. All pages shall be consecutively numbered,

Proposals must be mailed or hand delivered to HWMA's Business Office address as cited in Section 9.1. Proposals received after the deadline will not be considered and will be returned unopened to the Proposer. Postmarks will not be accepted as proof of receipt.



## 9.4 Clarification of Proposal Information

Proposer may be asked to clarify information through written communications and interviews or during site visits of the Proposer's processing facility. The clarification process may be performed by HWMA staff or Evaluation Committee representatives.

## 9.7 Schedule

The Procurement Process schedule is presented in Section 2.4, Table 1.

## 9.8 Proposal Content

Proposals must be submitted according to the following format and include the following information:

1. Cover letter containing:
  - a. Name, address, and telephone and fax number of Proposer and key contact person.
  - b. Description of type of organization (e.g., corporation, partnership) submitting proposal.
  - c. Name of entity that would sign the Agreement.
  - d. A statement that you have reviewed the requirements of the project as described in this RFP, its enclosures, and all addenda, by listing all addenda and dates received.
  - e. The cover letter and Forms must be signed by an officer or agent of the Proposer authorized to bind the Proposer. In signing proposal, the Proposer agrees that the terms of proposal and the cost as submitted by Proposer are firm for a period of one year from proposal due date and assures that a performance bond or other instrument as specified in the Agreement will be issued by the Proposer.
2. Executive summary that highlights the major topics of your qualifications and proposal and clearly states the services the proposal addresses.
3. Responses to all information requested in Section 4. Organize your responses into topics, and address each element following the format outlined below so that all requested information can be readily found.
4. Proposal Outline

Each proposal must address the topics and Scope of Services as stated in Sections 4, 6 and 7 of the RFP in the following format:

- I. Title Page, Cover Letter, Table of Contents, Executive Summary
- II. Company Description, Experience and Qualifications

## Attachment 1: Cost Proposal Form

Proposer Name: \_\_\_\_\_

Cost Per Trip	
Base Transportation	\$ _____/Trip
Base Fuel Rate	\$ _____/Trip
<b>Total Rate</b>	<b>\$ _____/Trip</b>

The Transportation Rates to be proposed are to be comprised of two (2) separate cost components:

- Base Transportation Rate component is comprised of all non-fuel related costs including driver labor wages and benefits, equipment repair, capital costs, overhead and profit, and;
- Fuel Rate component is based on monthly changes, either increase or decrease, to the approved Fuel Index beginning with the initial Fuel Rate component at the effective date of the Agreement.

The Base Transportation Rate and Fuel Component Rate, when added together, arrive at the total Transportation Rate to be charged to the Authority for each leachate load delivered by the PROPOSER from Cummings Road Landfill to the City of Eureka's Wastewater Treatment Plant.

## Attachment 2: Anti Collusion Statement Form

The undersigned Proposer has not divulged, discussed, or compared his/her proposal with other Proposers and has not colluded with any other Proposer or parties to the proposal whatsoever. Proposer acknowledges that all information contained herein is part of the public domain as defined in the guidelines in Section 2.7 Limits on Disclosure of Proposals as stated in the RFP and as governed by the State of California.

I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same service, and is in all respects fair and without collusion. I agree to abide by all conditions of these proposal specifications and I certify that I am authorized to sign this proposal.

(Please type or print below)

Executed under penalty of perjury on this \_\_\_\_\_ day of \_\_\_\_\_, 2023 at \_\_\_\_\_.

SIGNED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

ORGANIZATION: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023 at \_\_\_\_\_.

Notary Public

My Commission expires:

Attachment 3: Agreement Template.

**AGREEMENT BETWEEN  
THE HUMBOLDT WASTE MANAGEMENT  
AUTHORITY AND**

**FOR HAULING LEACHATE FROM CUMMINGS ROAD LANDFILL**

**THIS AGREEMENT** for Leachate Hauling ("Agreement") is made by and between the Humboldt Waste Management Authority, a joint powers public entity, (hereinafter referred to as "Authority" and "HWMA") and \_\_\_\_\_, a [insert legal status of Contractor, e.g., California corporation, California limited liability company, etc.] (hereinafter referred to as "Contractor"). This Agreement is effective as of April 1, 2024 ("Effective Date").

**RECITALS**

**WHEREAS**, HWMA owns and maintains a 33-acre Cummings Road Landfill located at 5775 Cummings Road, Eureka, CA, ("Landfill");

**WHEREAS**, as a normal maintenance byproduct, the Landfill generates leachate waste which must be transported to a wastewater treatment facility for proper disposal;

**WHEREAS**, the HWMA solicited proposals for a contractor to transport the leachate from the Landfill to the City of Eureka wastewater treatment facility, and, determined that the proposal submitted by Contractor best meets the HWMA 's needs and that Contractor holds the necessary skills, qualifications, permits, licenses and equipment to provide such services;

**WHEREAS**, the parties intend to enter into a contract for such services.

**NOW THEREFORE**, in consideration of the mutual promises, covenants, and representations recited herein and made a material part hereof, the parties agree as follows:

**1. Scope of Services.**

Contractor will perform hauling services for Authority in accordance with this Agreement. The term "Services" shall mean the Services to be performed by Contractor described in this Section 1 as follows:

Contractor shall provide the truck, appropriate trailer, labor and equipment necessary to transport leachate collected from the Cummings Road Landfill to the City of Eureka Wastewater Treatment Plant, located at 4301 Hilfiker Lane, Eureka, CA 95503. The Contractor shall keep trailers enclosed and/or sealed to contain leachate and prevent spilling or scattering of leachate during transportation. Contractor will be paid on a per ton basis for disposal of leachate at the rate set forth in Section 3.

Contractor is required to provide leachate hauling services at a frequency and in such volume as to prevent overflow and potential damage to the leachate removal system located at the Cummings Road Landfill. Contractor will operate such that hauling services are available 365 days per year.

The Contractor must maintain, in good standing, a City of Eureka Holding Tank Wastewater Discharge Permit and operate within the guidelines of the permit and policies of the City of Eureka Wastewater Treatment Plant.

All Contractor costs for providing the Services shall be accounted for and incorporated into Contractor's base transportation rate as outlined in Section 3 of this Agreement.

Any modification of scope, schedule, or budget relating to Services must be in writing in the form of an addendum 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.

## 2. Term.

The term of this Agreement shall be from April 1, 2024, through May 31, 2029. This Agreement may be terminated by either party upon 60 days advance written notice of its intent to terminate.

## **3. Compensation for Services. Payment.**

- a. Fees. The Authority shall pay Contractor fees for Services of \$(XXX.xx) per load transportation of leachate to the City of Eureka Wastewater Treatment Facility.
- b. Annual Adjustments to Base Transportation Rate. The Base Transportation Rate per transfer trailer load shall be adjusted annually on the Adjustment Date, beginning July 1, 2026, and every year thereafter for the Term of the agreement in an amount equal to seventy-five percent (75%) of the annual change in the Consumer Price Index for the U.S. City Average, All Urban Consumer Price Index (CPI-U): 1982-84 =100, for the month of October, compiled and published by the United States Department of Labor, Bureau of Labor Statistics of the preceding year multiplied by the then current Transportation Rate.
- c. Payment. Contractor shall prepare and submit its invoices to the Authority no more than once per month. For Services billed on a time and materials basis or in installments, Contractor 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, without the accrual of interest for late payment, and shall pay the undisputed amount. The Authority may withhold all or any portion of the funds provided for by this Agreement, without the accrual of interest for late payment, in the event that Contractor has materially violated or threatens to materially violate, any term, provision, or condition of this Agreement.
- d. Base Fuel Rate Adjustment. The Authority shall pay to Contractor a fuel surcharge per load of leachate of \$(XX.xx). The Base Fuel Rate shall be adjusted each month by comparing the Fuel Price Index levels with the lesser of:
  1. Contractors average cost of diesel fuel for the prior month; or
  2. Average California weekly diesel Fuel Price Index for the four weeks prior to the

month being invoiced, published by the US Department of Energy  
(<http://www.eia.gov>)

- e. The Authority shall pay Contractor a monthly Fuel Rate Adjustment based on the percentage change between the current rate, up or down, and the Base Fuel Rate. This percentage shall be applied to the Base Fuel Rate as provided in this proposal, multiplied by the loads delivered to the City of Eureka Wastewater Treatment Plant.
- f. Additional On-Site Storage. Upon request, and at the discretion of the Authority, Contractor may store at the landfill site, at a location designated by the Authority, 10,000 to 20,000 gallon Frac tanks, at no-charge to the Authority. Frac tanks shall be in good condition and shall be immediately removed by Contractor if the Authority determines they are in need of repair or negatively impact the Authority's ability to manage landfill operations. Contractor indemnifies the Authority for any and all losses caused by releases or spills of the Frac tanks.

#### **4. Independent Contractor Status.**

Contractor 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, Contractor 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. Contractor 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.

#### **5. Designation of Representative.**

Contractor 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. Either party may change its Designated Representative or the address of its Designated Representative by giving reasonable notice to the other party.

#### **6. 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.

#### **HWMA:**

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

**CONTRACTOR:**

Business Owner:

Business Name:

Address:

Phone:

**7. Indemnification.**

- a. *General.* Contractor shall indemnify, hold harmless, protect and defend with legal counsel acceptable to the Authority or co-counsel acceptable to the Authority at Contractor's sole cost, HWMA and its employees, officials, members, officers, agents, assigns and volunteers from and against any and all liability to which any of them may be subjected by reason or resulting directly or indirectly from actions or inactions of Contractor performed or occurring under or in connection with the Agreement, whether or not those liabilities are litigated, settled or reduced to judgment.

The indemnities described in this subsection are intended to operate as an agreement pursuant to 42 USC§ 9607(e) and California Health & Safety Code§ 25364, to insure, protect, hold harmless and indemnify the Authority from liabilities in accordance with this section. The Authority does not hereby waive or surrender any other indemnity or remedy available to it, and Contractor is strictly liable to the Authority for hazardous materials conditions arising under this Agreement, including any repair, cleanup, or detoxification thereof or preparation and implementation of any removal, remedial, response, closure or other plan.

- b. *Injuries or accidents.* Contractor retains responsibility for all injuries, accidents and other mishaps associated with its performance under this, including personal injury, damage to any real or personal property. Contractor will promptly report any such events to the Authority orally, followed by written notice within three working days, including details of any witness statements. Contractor will institute an emergency operations plan and provide a copy to the Authority upon the Authority's request. Said plan shall mitigate and correct hazards that may arise due to accidents or destruction from transportation services, including property damage and traffic disruption, and will include any business plan for emergency response to the release or threatened release of hazardous materials in accordance with applicable law.

**8. Insurance.**

Prior to performing any Services hereunder and throughout the Term of this Agreement, Contractor shall maintain insurance in full compliance with all the provisions of this Section 8.

- a. *General Liability.* General liability with minimum limits of liability per occurrence of Three Million Dollars (\$3,000,000), and per aggregate of Four Million Dollars (\$4,000,000).
- b. *Comprehensive automobile liability insurance:* Comprehensive coverage for all vehicles and all motor equipment, owned, leased, hired, borrowed or operated by Contractor in its



performance of this Agreement, and shall obtain uninsured/underinsured motorists liability coverage. Minimum limits of liability per occurrence shall be Three Million Dollars (\$3,000,000), and per aggregate Four Million Dollars (\$4,000,000).

- c. Pollution liability, environmental impairment: Environmental impairment and release or spill of "pollutants" or "wastes" and all cleanup costs relating thereto with minimum limits of liability per occurrence of Three Million Dollars (\$3,000,000), and per aggregate of Four Million Dollars (\$4,000,000).
- d. Workers' compensation insurance: Workers' compensation as required by state law.
- e. Employer's liability insurance: Bodily injury by accident in the amount of Two Million Dollars (\$2,000,000) each accident and bodily injury by disease in the amount of Two Million Dollars (\$2,000,000) policy limit and each employee.
- f. Additional insured: Contractor shall include the Authority and its employees, officials, members, officers, agents, assigns and volunteers by endorsement or otherwise as additional insured under all policies except with respect to employer's liability insurance.
- g. Primary coverage: Contractor shall ensure that insurance policies are always primary with respect to performance under this Agreement.
- h. Evidence of coverage: Contractor shall file with the Authority evidence of coverage in force, including endorsements, together with a Certificate of Insurance on an Authority-approved form, and shall annually file with the Authority, renewed certificates of insurance.

The Authority reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required upon ninety (90) days advance written notice to Contractor.

### **9. Compliance with applicable law.**

Contractor will perform all its obligations under this Agreement in accordance with applicable local, state, and federal law. Contractor is solely liable for all fines and penalties that may be imposed on Contractor to the extent that those fines and penalties are the result of Contractor's violations of applicable law.

### **10. Events of Default.**

- a. Contractor Default. Each of the following constitutes an event of default:
  - 1) Breach of Agreement. Contractor fails to perform any of its obligations under this Agreement and fails to cure that breach within five (5) days of receiving notice from the HWMA specifying the breach.
  - 2) Attachment. Attachment of any equipment owned by Contractor that is necessary for its ability to provide transportation services is seized, attached, or levied upon and not placed back into service within two business days.

- 3) *Bankruptcy, insolvency, liquidation.* Contractor's filing of a voluntary claim for debt relief under any applicable bankruptcy, insolvency, debtor relief, or other similar law now or hereafter in effect, or consents to the appointment of or taking of possession by a receiver, liquidator, assignee, trustee, custodian, administrator of Contractor for any part of Contractor's operating assets or property.
- b. *HWMA default.* Each of the following constitutes an event of default: HWMA's failure to make any payment in accordance with Section 3.
- c. *Remedies upon default.*
  - 1) *Authority's remedies.* Upon occurrence of a Contractor default, the Authority has the following rights:
    - i. To terminate the Agreement;
    - ii. To suspend the Agreement;
    - iii. To exercise any and all remedies available at law and in equity including specific performance.
  - 2) *Contractor's remedies.* Upon occurrence of a HWMA default, Contractor has the right to exercise any and all available remedies at law and in equity

### **11. Contractor Warranties and Representations.**

Contractor warrants and represents that (i) it possesses the business, professional, and technical expertise to perform the Services, (ii) it possesses the equipment, facilities, and employees to perform the Services, (iii) it shall perform the Services, within the limits prescribed by the Authority, in a safe and workmanlike manner consistent with the care and skill ordinarily exercised for such services by other companies providing similar services under similar circumstances and conditions at the same time and in the same locality, (iv) it shall perform the Services in material compliance with all valid and applicable laws and regulations, and (v) as of the Effective Date of this Agreement, all material permits, licenses, certificates, or approvals required by applicable statutes, ordinances, orders, rules and regulations necessary to perform the Services.

### **12. Waiver.**

Either party's waiver of any breach or default may not be deemed to be a waiver of any other breach or default, including ones with respect to the same obligations under this Agreement. The subsequent acceptance by either party of any damages or other money paid by the other party may not be deemed to be a waiver by that party of any preexisting or concurrent breach or default. Failure to object to breach or event of default is not and may not be construed as a waiver of that provision.

### **13. 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 and following that prior to good faith third-party mediation.

**14. 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.

**15. Authority to Execute Contract.**

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.

**16. Assignment, subcontract.**

Neither party shall assign its rights, interests, duties, or obligations under this Agreement without consent from the other party, which shall not be unreasonably withheld. Contractor may not subcontract Services without prior written consent from Authority. In the event Contractor subcontracts any part of the Services, each subcontractor shall be bound by the same terms and conditions concerning insurance as outlined herein and Section 8 will be made a part of any such subcontract agreement.

**17. Excuse of Performance.**

The performance of this Agreement may be suspended by either party in the event performance of this Agreement is prevented by a cause or causes beyond the reasonable control of such parties. Such causes shall include but not be limited to: acts of God, acts of war, riot, fire, explosion, accidents, inclement weather or sabotage, lack of adequate fuel, power, raw materials, labor or transportation facilities; changes in government laws, regulations, orders, or defense requirements; restraining orders, labor disputes, strike, lock-out or injunction (provided that neither party shall be required to settle a labor dispute against its own best judgment). The party which is prevented from performing by a cause beyond its reasonable control shall use its best efforts to eliminate such cause or event.

**18. Modifications.**

No modifications to this Agreement including the scope of Services, schedule, or budget relating shall be effective unless in writing in the form of an addendum or amendment, signed and dated by both parties prior to the implementation of such modification.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives effective on the date of the last party signing below.

**HUMBOLDT WASTE MANAGEMENT AUTHORITY**

\_\_\_\_\_  
Eric Keller-Heckman, Executive Director

Phone:

Date:

DESIGNATED REPRESENTATIVE:

Tony Heacock, Director of Environmental Health & Safety

[aheacock@hwma.net](mailto:aheacock@hwma.net)

**CONTRACTOR**

\_\_\_\_\_  
Name:

Phone:

Date:

DESIGNATED REPRESENTATIVE:

Name

Phone:

Date:

**Approved as to form:**

\_\_\_\_\_  
Nancy Diamond, General Counsel

Proof of Insurance(s) on File: