

REQUEST FOR PROPOSALS

FOR

**Transportation and Organics Processing
Services**

ISSUED BY:



Humboldt Waste Management Authority

**1059 West Hawthorne Street
Eureka, CA 95501**

April 17, 2023

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1.0 GENERAL INFORMATION

The Humboldt Waste Management Authority (“HWMA or Authority”) issues this Request for Proposals (RFP) to solicit from qualified Proposers proposals for the “Transportation and Processing Services of Organics Materials’ from HWMA and its Member Agencies. HWMA is soliciting Proposals from entities or contractors (“Proposers”) with demonstrated experience and qualifications in providing Organics Transportation and Processing Services as set forth in this RFP.

Proposals are due and must be delivered in a sealed envelope to **Eric Keller-Heckman, HWMA Interim Executive Director**, no later than 3pm Friday June 2, 2023. The RFP can be viewed online at hwma.net/bids-proposal

HWMA’s intent is for Transportation and Processing Services of Organics Material to begin on or before July 1, 2024. Proposers are asked to carefully review the Rate Proposal Form Instructions prior to completing the Rate Proposal Form.

The HWMA is seeking proposals from qualified firms or contractors (“Proposers”) to provide transportation and composting, or other organics processing services for the management of plant, food waste, or other organic materials. The Transportation and Processing Services of Organics Materials Agreement (“Agreement”) will be between HWMA and the selected Proposer(s) for a three (3) year period. The term of the new Agreement(s) will commence on July 1, 2024, or sooner if an alternative start date is negotiated, and will end June 30, 2027. HWMA may extend the Term of this Agreement(s) for one or more periods in two (2) year increments, on the same terms and conditions.

Proposals are being solicited from qualified Proposers, or a group of qualified Proposers that form a team arrangement, for purposes of this **45-day** solicitation. In the event a teaming arrangement is proposed, the Proposers are expected to establish a team that is represented by a single prime Proposer responsible for negotiating and entering into an agreement and who will serve as the primary contact and responsible party.

1.1 Humboldt Waste Management Authority

Established in 1999, the Humboldt Waste Management Authority is a Joint Powers Authority (JPA) comprised of six member agencies (the cities of Arcata, Blue Lake, Eureka, Ferndale, Rio Dell, and County of Humboldt) responsible for receipt, management, and disposal of Member’s solid wastes, and to act as a regional focal point for waste diversion programs and services. One of the primary goals of the Authority is to provide cost-effective waste reduction, recycling, and solid waste disposal services and programs to Members. The cities of Fortuna and Trinidad are not members of the HWMA.

In its entirety, Humboldt County generates and disposes of approximately 105,000 tons of solid waste annually. Of this tonnage, HWMA has flow control of its Members solid wastes and is responsible for the management and disposal of approximately 85,000 tons of solid waste generated annually within our member jurisdictions. Disposal of remaining 20,000 tons of solid waste is the responsibility of the generator and their contracted waste hauler.

HWMA operates the Hawthorne Street Transfer Station located at 1059 West Hawthorne Street in Eureka, California. The Hawthorne Street Transfer Station is a permitted large volume transfer facility which accepts municipal solid wastes for drop off by local franchise collection haulers and the public. HWMA also contracts with two (2) operators of privately owned satellite transfer stations (located in McKinleyville and Fortuna) for the loading of Member solid waste into Authority designated trailers. Hawthorne Street Transfer Station and satellite loaded solid waste is collected, loaded, and transported by transfer trailer and trucks to the Dry Creek Landfill located in Medford, Oregon.

The Authority is currently undergoing facility improvements and permitting to accept source separated organics at the repurposed “Eureka Recycling Center” located at the Hawthorne Street Transfer Station to serve as the main hub for organics drop off in Humboldt County. This area of our facility is referred to as the “Eureka Organics Processing Facility”.

1.2 Humboldt County

HWMA’s Transfer Station is located at 1059 W. Hawthorne Street within the City of Eureka, California, just off U.S. Highway 101. Eureka is located approximately 250 miles north of San Francisco, or approximately 110 miles south of the Oregon State border. Humboldt County is bound to the north by Del Norte County; on the east by Siskiyou and Trinity Counties; on the south by Mendocino County and to the west by the Pacific Ocean. The County encompasses 1,200 square miles or 2.3 million acres, 80 percent of which is forestlands, protected redwoods and recreation areas.

The California Department of Finance reports the 2022 population of Humboldt County as 135,168. The population growth of Humboldt averages 0.1% a year. The County’s seven (7) incorporated cities range in population between 300 to 27,000 persons, with approximately 72,042 residents living in unincorporated communities located throughout the County.

Humboldt County	Population January 1, 2022
Arcata	17,633
Blue Lake	1,165
Eureka	27,134
Ferndale	1,376
Fortuna	12,523
Rio Dell	3,380
Trinidad	300
Unincorporated Humboldt	72,042
Total	135,553

1.3 HWMA and Member Goals and Objectives

HWMA's member jurisdictions need to comply with requirements of various state goals, policies, and regulations. Based on the results of a Statewide Waste Characterization Study of 2014, Senate Bill 1383 (Lara, Chapter 395, Statutes of 2016) targets statewide diversion of organics from landfills by 50% by 2022, increasing to 75% by 2025. This is expected to be achieved through recovery of edible food and diversion of organics material to processing by jurisdictions throughout the State.

The HWMA Board of Directors agreed in early 2022 to act as a regional collector of organic materials to secure for transportation and processing of organic materials. HWMA has initiated steps to secure flow control Member and potential Non-Member agencies of their curbside collected organic materials, and perform necessary facility improvements to be the main point of contact for the receipt, transferring and processing of organic materials (green waste and food wastes) delivered to HWMA's Transfer Station by commercial and residential curbside collection and self-haul customers.

HWMA is seeking to secure the best organics transportation and processing services at a competitive price. HWMA's goals and objectives are:

Goals

1. Reduce the volume of waste being disposed to landfill through increased recycling and reuse activities.
2. HWMA seeks to secure compost processing, digestion or other organics processing services, coupled with provision of specified volumes of finished product available at no charge for our Members.
3. Provide professional, coordinated, and timely service to HWMA and Member Agencies, including their franchisee waste hauler(s), businesses, and residents.
4. Implement innovative and sustainable organic materials recycling, handling, and processing system within Humboldt County.

Objectives

1. Regular and timely collection and removal of Trailers containing organic wastes for processing at the designated Processing facility.
2. Maximum transportation efficiency for organic materials to minimize related green house emissions.
3. For the first six weeks, no minimum guarantee of weekly organic tonnage.
4. Low-cost and efficient local organics processing and recycling services.
5. Produce and market organic commodities for high value end market.
6. Flexibility to adapt to market fluctuations and trends to secure most competitive price rates.
7. Provide innovative and sustainable organic materials recycling, handling, and processing system.
8. Meet all current and future state and local regulations and permitting conditions, and have an Operations Plan approved by local regulatory authorities at the time the Processing Agreement goes into effect.

9. Maintain a safe working environment and fair treatment of employees.
10. Ensure the cost competitiveness and effectiveness of the services provided.

1.4 Organization of the RFP

General information regarding the RFP purpose, process, and schedule are provided in the following sections.

- **Section 1** contains General Information to assist Proposers in understanding the current and proposed services required, including general information about HWMA and its Members.
- **Section 2** contains Proposal Considerations such as the rights of the Authority, consequence of Contractor's submission of their proposal, costs to prepare a proposal, and the proposal schedule.
- **Section 3** presents Background Information regarding organic material types to process and estimated quantities to be processed under this Agreement.
- **Section 4** Scope of Services, describes the work and services covered by this RFP.
- **Section 5** details the timeline to arrive at an Agreement, and terms and conditions for the requested services.
- **Section 6** discusses the RFP Proposal Requirements to be submitted by the Proposer.
- **Section 7** describes the Cost Proposal and Compensation required for submittal for this RFP and the Proposer's compensation and payment method to be employed by the Authority.
- **Section 8** describes the Proposal Evaluation and Proposer selection process to be followed by the Authority.
- **Section 9** presents the Proposal Submittal Instructions to be followed by Proposers for submittal of their RFP. • Attachments

2.0 PROPOSAL CONSIDERATIONS

2.1 HWMA Rights

In issuing this RFP HWMA retains, but is not limited to, the following rights.

- To issue addenda to the RFP, including extending or otherwise revising the timeline for submittals.
- To withdraw, reissue or modify 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.

- Negotiate 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 Authority and its 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.

Submission of a Proposal shall not be deemed an agreement between the Proposer and the Authority, and the following provisions 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. 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.

A mandatory Pre-Proposal Meeting at HWMA’s Hawthorne Street Transfer Station, 1059 West Hawthorne Street, Eureka, CA will be held on Wednesday May 3 2023. Proposer’s must participate in the walk-through inspection and familiarize themselves with any conditions that may affect the performance and proposal prices. Please RSVP **Eric Keller-Heckman**, Interim Executive Director at ekeller@hwma.net no later than Monday May 1 2023.

TABLE 1: PROCUREMENT SCHEDULE

<i>Task</i>	<i>Date</i>
RFP Released for 45-day Solicitation Period.	Mon. April 17, 2023
Mandatory On-Site Pre-Proposal Meeting	Weds. May 3, 2023
Deadline to submit written questions and clarifications by Proposers.	Fri. May 12, 2023 by 4 PM
HWMA will issue to Proposers: response to written questions and RFP addendum if necessary.	Fri. May 19, 2023
PROPOSAL DUE	Friday, June 2, 2023 by 3 PM
HWMA Evaluation Committee may request clarification of proposals.	
HWMA Evaluation Committee may interview shortlisted Proposer(s).	
HWMA Evaluation Committee Recommends Preferred Contractor(s) to Board of Directors.	Thurs. July 13, 2023
HWMA and Contractor(s) complete negotiations with Contractor.	No later than August 15, 2023
HWMA Board of Directors to Approval Final Agreement	Thursday, Sept. 14, 2023
PROPOSER TO COMMENCE SERVICES.	By July 1, 2024 or sooner

**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 3* 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 may 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 Proposals and Public Records

Until selection by HWMA of a Proposer, proposals shall be held in confidence and not subject to public review. After selection of a Proposer, all proposals will become public records and subject to disclosure as required under the California Public Records Act (Government Code §7920.000 et seq). Notwithstanding the foregoing, certain portions of short-listed proposals may be tabulated and presented to the HWMA Board together with proposal rankings and recommendations to inform the HWMA Board's decision-making in selecting a single proposal.

Proposers who believe portions of their proposals are subject to an exemption from disclosure shall clearly mark or label such content as "Confidential" in order to assist HWMA in the event of a Public Records Act request. However, HWMA will make its own evaluation under the Public Records Act of what content in the proposal, if any, is exempt from disclosure. By submitting a proposal, the Proposer hereby holds harmless and agrees to indemnify HWMA, its officials, officers, employees, and agents from and against any losses of any type arising out of actions taken by HWMA in response to any request to review the proposals.

2.8 Proposer Code of Conduct

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

- Prohibits ex-parte communications with HWMA Board members, elected officials of Member Agencies, or Member Agency staff members; and
- Prohibits giving any gift or monetary compensation to an HWMA Board member, HWMA staff member, Member Agency staff members 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 Proposals being disqualified.

3.0 BACKGROUND INFORMATION

There are seven incorporated cities within Humboldt County. HWMA is comprised of six

Members including five (5) cities (Arcata, Blue Lake, Eureka, Ferndale, Rio Dell) and the County of Humboldt. Each Jurisdiction contracts for collection of residential and commercial waste and recycling. HWMA member agencies are obligated under the JPA agreement to dedicate flow control of solid and expected to secure flow control of source-separated organic wastes to the Authority prior to contract implementation.

The cities of Fortuna and Trinidad are not members of the Authority.

Jurisdiction	HWMA Member
Arcata	✓
Blue Lake	✓
Eureka	✓
Ferndale	✓
Fortuna	○
Rio Dell	✓
Trinidad	○
County of Humboldt	✓

3.1 SB 1383 Implementation, Organics Flow Control & Estimated Tonnage

Local jurisdictions are in the process of approving ordinances, initiating negotiations with their respective collection haulers to establish mandatory collection services for organic wastes consistent with SB 1383 requirements.

HWMA’s Members are interested in the Authority acting as a regional capacity for the collection and securing necessary processing services, and an amended joint powers agreement is being circulated for approval considerations by Members to give flow control of source-separated organic wastes to HWMA. The governing bodies for the cities of Fortuna and Trinidad need to determine whether to apply to become members of the Authority.

Except for voluntarily source-separated green waste received at HWMA, organic waste is commingled with solid waste. Jurisdictions are working with their collection haulers to establish Commercial and Residential source-separated curbside collection services, and HWMA will be coordinating closely with Members and the collection haulers as routes are established in order to project in-bound organic tonnage.

3.2 Current and Projected Organics (Food & Green Waste) Tonnage

The “*2021 HWMA Waste Characterization Report*” prepared by Cascadia Consulting Group, describes an overall annual average of 85,000 tons of material disposed by HWMA’s Members and identifies approximately of 21,250 tons of organic wastes suitable for composting/processing annually. This includes Not Donatable Food (14.8%), Other Recyclable Paper (6.7%), Compostable paper (5.4%). This does not include green waste received at HWMA as that is already diverted for composting under existing agreements.

Based on current tonnage received and projected organics (food and green wastes) generation, the below table outlines projected Member tonnage volumes to be received by the Authority.

Table 4: Source-Separated Organics tonnage Received/or Projected to Receive from 2021-2025 from HWMA Member Agencies

Calendar Year	2024	2025	2026	2027
Source Separated Food Waste	2000*	2600*	5000*	5000*
Mixed Food & Green Waste	0	0	0	0*
Total Annual Tons	2000	2600	5000*	5600*

**Indicates projected tonnages*

3.3 Existing Green Waste Processing Services

Since 2003, HWMA has contracted for green waste processing services. Currently the Authority has two (2) agreements related to transportation and processing services for green waste organic material received at the Hawthorne Street Transfer Station and for City of Arcata residents to self-haul and drop off green waste at no-charge to the processing facility. Transportation of green waste from the Hawthorne Street Transfer Station to Steve Morris Logging located at 1500 Glendale Drive, McKinleyville CA (near Highway 299, Glendale Exit) is handled through a contract with Humboldt Sanitation Company expires March, 15 2024. The Agreement for Green Waste processing services by Steve Morris Logging (previously Mad River Hardwoods, Inc) expires June 30, 2027.

Green Wastes

Green waste is received at HWMA through 1) franchise curbside collection and 2) self-haul disposal at HWMA’s Hawthorne Street Transfer Station; and 3) Arcata residents self-hauling green waste to the Processing facility under a processing agreement between HWMA and Steve Morris Logging¹. *Green waste received at the Processing facility from Humboldt Sanitation and Recology’s Fortuna/Redway Transfer Stations, and other self-hauled tonnage is excluded from these estimates.* Approximately 10,200 tons annually is received under this contract.

1. Curbside collection of green waste services are voluntary in the cities of Eureka and Arcata, and not all franchise collection areas provide green waste collection services. Haul trucks deliver the approximately 5000 tons annually of curbside collected green

¹ The Green Waste Processing Agreement was entered into in June of 2017 with Wes Green Landscaping. At their meeting of March 9, 2023 the HWMA Board of Directors consented to the assignment of the processing agreement to Steve Morris Logging. Steve Morris Logging will be responsible for fulfilling the remaining terms of the agreement until June 30, 2027.

waste to the Hawthorne Street Transfer Station. With an additional 1700 tons from the cities of Rio Dell, Ferndale and Blue lake delivered to other sources.

2. Self-hauled green waste is received at the Hawthorne Street Transfer Station by residents and commercial contractors. Approximately 2500 tons of self-hauled green waste is received at the Hawthorne Street Transfer Station.

Food Wastes

There are currently no curbside food waste collection services. HWMA Member Agencies have initiated negotiations with their respective collection haulers to establish mandatory services for 1) commercial source-separated food waste, 2) commercial source-separated green waste collection, 3) potentially residential collection of mixed food and green waste. HWMA anticipates accepting publicly self-hauled source separated food waste generated within Member jurisdictions at its facility.

Phased Implementation

Due to differing compliance timelines (Blue Lake, Ferndale and Rio Dell have CalRecycle approved low-population waivers) and procurement delays for route trucks for collection haulers, HWMA anticipates a phased implementation of organics transportation and processing services.

A phased implementation also enables monitoring and education of contaminants, better estimation of projected tonnage, address potential permit constraints, and secure regular scheduling of trailer, truck, and driver coordination.

Preliminarily, the Authority anticipates receiving between 50-200 tons per week with a potential to expand to 18,000 annually during the life of the contract. The initial priority is Commercial Source Separated food wastes, followed by implementation of multi-family and single family residential routes with commingled green and food wastes.

HWMA will coordinate the prioritization and implementation timing of commercial routes containing food wastes collected with the cities of Eureka, Arcata and unincorporated McKinleyville, followed by unincorporated areas of Southern Humboldt with commercial route services as routes are implemented.

The Authority proposes:

- Phase 1** Upon notice that a minimum of 48 tons/week of Commercial source separate food waste is secured and can be regularly delivered each week by franchise haulers to HWMA's Organics Processing Facility, contractor will initiate transportation and processing services, and possess the ability to increase the number of trailers and drivers to meet inbound material volume demand as routes and services are implemented.

- No green waste (mixed or source-separated)

- Some additional self-hauled source separated food waste materials generated within Member jurisdictions may be accepted at the Organics Processing Facility.

Phase 2 With the implementation of organic containers and route collection trucks to serve single and multi-family residential customers, HWMA anticipates commingled food and green wastes.

4.0 SCOPE OF SERVICES

HWMA is interested in proposals for transportation services to compost facilities, anaerobic digesters, gasification, biochar, pyrolysis, vermicompost, or other technologies that diverts and processes organic materials from landfill under state law and produces compost or other soil amendments. Proposers for processing services will be required to obtain and remain in compliance with all necessary land-use permits, solid waste permits, water and air permits, and other such permits as may be necessary.

The services to be performed by Proposer shall be to accept, transport, process, and market those organic wastes generated from the HWMA Members and publicly self-hauled organic materials dropped off at the Hawthorne Street Transfer Station.

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

The selected Contractor shall be responsible for the following activities:

1. Proposer must provide a scope of work and identify rates for transportation to the identified Processing Facility.
2. Contractor will be responsible for providing empty Trailers and transportation of organic wastes for delivery to the selected Processing Facility in the Phased implementation approach described in Section 4.1.9. Initially, Contractor will be required to haul a minimum of three (2) loads per week (Tuesday and Friday).
3. Upon notice that the Authority has secured delivery of source separated food waste tonnage in the amount specified in Section 4.1.9, the Contractor shall be responsible for dispatching trucks and trailers for the collection and transportation of material from the Hawthorne Street Transfer Station's Organics Processing Facility and delivering the material to the Processing Facility chosen by the Authority from this solicitation.

4. As organic collection routes are implemented, Contractor shall be expected to provide necessary trailers and trucks to enable removal of material within the permitted timelines approved in HWMA's Transfer Processing/Report permit. HWMA and collection route haulers will coordinate closely with the Contractor for timely and planned implementation.
5. Contactor will provide enclosed and leakproof Trailers with a minimum hauling capacity of 20 tons/trailer.
6. HWMA will load and record the weights of all loaded Trailers for transport to the Processing Facility. Loaded weights will depend upon the capacity of the Contractors provided Trailers (e.g. "possum belly", "walking floor", "roll off bins").
7. Contractor will provide all Trailers, CARB compliant Trucks, labor, rolling stock, stationary equipment, material storage containers, spare parts, maintenance supplies and other consumables to provide transportation operations. Trucks and Trailers are to be properly maintained with repairs performed in timely manner to minimize disruption to the Authority's transportation needs.
8. Contractor shall keep Trailers enclosed, covered and/or sealed with waterproof tarping system to contain Wastes and prevent rainwater infiltration, and spilling or scattering of Wastes during transportation.
9. Depending on where the selected Processing Facility is located, Contractor will be responsible for ensuring a minimum of empty Trailers are available on-site.

Phase 1 implementation:

- a. For in-county processing facility, a minimum of one (1) empty trailer; or
- b. For out-of-county processing facility, a minimum of two (2) empty trailers.

Phase 2 implementation:

- a. For in-county processing facility, a minimum of two (2) empty trailer; or
- b. For out-of-county processing facility, a minimum of four (4) empty trailers.

10. As implementation of curbside organics collection services increases, Contractor is expected to supply an adequate number of Trailers, as determined by HWMA, each day.
11. Contractor shall supply, and properly maintain at all times, a CARB-compliant "yard truck" a power unit vehicle for Authority's use while moving, loading, and relocating Contractor's Trailers.
12. Contractor shall provide transportation route from Hawthorne Street Transfer Station to the proposed Processing Facility. For Processing Facilities located out-of-county, Contractor shall also provide alternate route plans in the event of highway closures due to weather events, fires or geologic disruptions resulting in closure of the regular route.

4.2 Organic Processing Facility

The selected Contractor shall be responsible for the following:

1. Proposers will develop, secure property and permits, and maintain necessary infrastructure with sufficient capacity to receive Authority material received at the Hawthorne Street Transfer Stations Organics Processing Facility.
2. Proposers to specify:
 - a. Whether “Pre-processing” of organic materials prior to loading into Trailer is required. If Pre-processing is required, what level and type of feedstock processing is necessary.
 - b. Permissible Contamination levels.
 - c. “Unallowable” materials (e.g. metal, plastics, glass, other inerts, animal manure or carcasses)
 - d. Green waste material restrictions (e.g. cannabis, palm fronds, diameter restrictions etc.)
 - e. Any other restrictions.
3. Contractor is required to provide all necessary personnel, rolling stock equipment, and supplies necessary for operations of the facility, and other obligations through the Term of this Agreement.
4. Contractor’s facility shall be open to receive Authority’s materials Monday through Friday, 6:00 a.m. to 5:00 p.m., including all holidays.
5. Overall projected organics tonnage may decrease as a result of edible food recovery efforts, source reduction activities, and backyard or small-scale community composting/vermiculture efforts. There will be no minimum tonnage volume or processing fees assessed to HWMA.
6. Trailers containing Organic Materials will be weighed-in using State certified scales located at the Processing Facility and tracked by Material Type (as described below Section 4.3) accepted with volumes reported monthly to HWMA.
7. All Organic Materials shall be diverted in a manner that ensures diversion credit under the requirements of AB 939, and compliance with SB 1383 for organics management purposes. Under no circumstances shall any material outside of approved residual waste be considered disposal under State regulatory definitions.
8. All Organic Materials Processed by Contractor at the Composting Facility shall not be used for any purposes at a landfill and shall not be used as Alternative Daily Cover.
9. Contractor will provide finished Compost at no-charge to Member Agencies of bulk Compost (tons) up to a maximum of 20% for every ton of material delivered by Member. Contractor will not be responsible for the costs of delivery of finished product to the Authority or its members.

10. Proposer shall ensure that the traffic into the selected facility flows smoothly, that there are no delays in unloading, and that the unloading area is clear to receive organic materials at all times during operating hours.
11. The Proposer shall collect organic materials from the Authority's Hawthorne Street Transfer Station and transport to their composting facility.
12. Maintain sufficient personnel and equipment to process at the Contractor's facility all loads of Organics materials from the Authority.
13. Contractor is responsible for securing markets for all materials and maintaining accurate accounting of material quantities, types, pricing, and payments received on all recovered materials at the highest and best price available in the competitive market.

4.3 Organic Materials Accepted

Proposers may propose on one or more than one material stream be accepted for processing, and should indicate as such in the technical proposal and in **Form 1 Cost Proposal Form**

Green Waste: *Processing of Source Separated Green Waste (no commingled food wastes) is not included in this RFP.* Craft pieces of unpainted and untreated dimensional lumber, and any other wood pieces or generated from the manufacturing or production of wood products, harvesting, processing or storage of raw wood materials, milled lumber with no paints, varnishes, finishes, glues, or treatments, sawmill waste, wood crates, grass cuttings, weeds, leaves, branches, dead plants, brush tree trimmings, dead trees (on average not more than twelve (12) inches in diameter) and four (6) feet in length.

Food Waste: fruits, vegetables, grain products, dairy products, meat, seafood, and other compostable food scraps generated at residential or commercial premises from normal household activity, including kitchen fats and greases (not oil).

Mixed Organic Waste: fruits, vegetables, grain products, dairy products, meat, seafood, and other compostable food scraps generated at residential premises from normal household activity, including kitchen fats and greases (not oil), grass cuttings, weeds, leaves, branches, dead plants, brush tree trimmings, dead trees (on average not more than twelve (12) inches in diameter) and four (6) feet in length. pieces of unpainted and untreated dimensional lumber, and any other wood pieces or generated from the manufacturing or production of wood products, harvesting, processing or storage of raw wood materials, milled lumber with no paints, varnishes, finishes, glues, or treatments, sawmill waste, wood crates.

Compostable Food Ware: Includes but is not limited to food-soiled paper, vegetables, napkins, acceptable food packaging items such as pizza boxes, paper towels, compostable bags, to go boxes or utensils and other organic based materials which break down through processing and treatment.

The selected Proposer is expected to be flexible and proactive in working with the Authority in order to provide services in an efficient manner and to add or modify services as requested to improve such services throughout the term of the Agreement.

In addition to the proposed Scope of Services, Proposers are encouraged to provide alternatives provided they can improve the efficiency, reduce costs, and/or reduce the disposal of residual contamination material.

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. It is expected that the term of the final agreement will contain a provision to allow two 3-year extensions at the sole discretion of the Authority.

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 your company and staff qualifications as they relate to successfully providing composting, digestion, processing, and marketing of organic material.
3. Describe how the Proposer's material marketing sale programs will create and obtain a superior product and market value.
4. Describe how the company fosters innovation and high-quality performance with proven examples.
5. Describe any proposed partnerships that could support or enhance organics diversion efforts.

6. If companies are submitting as a team, describe any prior successful working arrangements involving similar types of services for similarly sized communities.

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 the name, telephone number, and address for three (3) municipal clients serviced by the Proposer as references for your experience for the services requested in the RFP.

6.3 Key Personnel

Provide detailed information on the Company's personnel to enable the Authority to determine the Company's personnel qualifications and experience to implement the requested services in this RFP.

1. Provide names and resumes of principal officers, partners, or other officials of the company who will perform significant responsibilities required under the RFP.
2. Identify the names of individual(s) who will implement the Agreement, and include resumes for each key individual responsible for implementation of the Agreement.
3. Describe relevant technical experience of key personnel, how long they have been with the company and their backgrounds in solid waste transfer, organics recycling processing, materials marketing services, and customer service.

6.4 Compliance, Litigation and Debarment History

1. Provide detailed information regarding the Proposer's litigation history. Has any company, partner, or subsidiary proposing on this RFP or any corporate officer been involved within the past ten (10) years in litigation arising from:
 - a. Performance of organics collection, transportation, or processing contracts.
 - b. Violation of environmental laws, regulations, permits, or federal antitrust laws; and
 - c. Connection with allegation of corrupt practices.
2. Has any company, partner, or subsidiary in this venture, or any corporate officer, been the subject of any enforcement action, order, decree, or notice of violation of any environmental laws, regulations, or permits? If an answer is "yes," please explain fully.

3. 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 a 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.
4. 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.
5. 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.

6.5 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 for similar types of facilities operated within Northern California or Southern Oregon.

6.6 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.

6.7 Operations Response

Processing Facilities

Operations information supplied by the Proposer should focus on the methods of performing the services required under Section 4, Scope of Services. Proposers should describe in detail the proposed method for providing the following services requested in the RFP:

1. Provide detailed description of technology that will be utilized and/or processing operating plan, and business plan/model including minimum material volumes necessary to operate efficiently.

2. Anticipated recovery rates for the facilities.
3. Operating limitations of facility, including whether a scale house will be provided or weighing and/or transportation services acquired through separate agreements with other entities.
4. Specify the Organic Material types accepted (use the terms provided in Section 4.2: if additional materials please identify).
5. Report of Facility Information including odor impact mitigation plan if and as required through the permitting process.
6. Proposer shall provide HWMA with a clear protocol for how different material types will be managed at various stages of processing if necessary.
7. Describe a protocol, including a contamination threshold, surcharge, and methodology for identifying reject-able loads at the Facility. Such contamination monitoring must be accompanied with detailed recordkeeping that is maintained on site.

Post Processed Product

1. Anticipated quality of finished soil amendment or compost material with detailed plan for maintaining finished product quality.
2. Plan for contingencies for changes in markets, and the average dollar/ton anticipated to be received for the sale of compost or other outgoing material from facility.
3. Percentage of products meeting organic certification standards.

Facility

1. Describe how facility can provide flexibility including the ability to adapt to changing regulatory environment and advancements in technology;
2. The current or anticipated permitted capacity of facility and the available capacity that is not contractually committed, with an estimate of existing contractually committed capacity.

Regulatory Compliance

1. A list of all operating permits associated with site operations (i.e., Conditional Use Permit, CEQA documentation, State Solid Waste Facility Permit, Regional Water Quality Board permit or approval, any relevant Regional Air Quality Management District or Air Pollution Control Authority approvals, etc.).

Expansion

1. Documentation of any expansion plans, including additional capacity to be constructed, schedule for expansion, and permitting status of the expansion plan needed to ensure the guaranteed capacity;

2. Any import restrictions, taxes, or fees that will be applicable to the receipt of the HWMA material;

Material Sampling

1. A description and samples of the reporting programs and sample reports that will be used to track the material received, processed, tested, and shipped to end-use markets.

6.8 Sustainability

Provide detail on efforts to minimize and mitigate climate impacts. Details should include efforts to:

- Minimize equipment emissions;
- Maximize methane recovery;
- Minimize unprocessed organics; and
- Purchase energy from renewable sources or carbon credits.
- efforts to minimize environmental and other impacts on host communities;
- Describe the net energy usage of the facility.
- Use of local vendors if applicable; and
- Indicate if local compost giveaway programs are available, and the volume proposed to be offered.

6.9 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.

6.10 Additional Operational Information

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

6.11 Agreement Acceptance Response

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

The Authority has provided a draft Agreement for Transportation and Organics Processing Services as shown in *Appendix 4* for the Proposers' consideration. The Agreement describes the term of the contract, Contractor's compensation and the rate adjustment methods, dispute resolution procedure, indemnification, insurance, performance assurances, defaults and remedy provisions, termination rights, reporting obligations, and other provisions. If there are differences

between the description of transportation and/or disposal services described in this RFP and the Agreement, the terms and conditions in the Agreement shall prevail.

The Authority is interested in selecting a Proposer that is prepared to accept the provisions of the Agreement in its existing form. Proposer may propose exceptions to the provisions. Exceptions must be accompanied by recommended alternative language. If the exceptions to the Authority's Agreement are not acceptable to the Authority, the Authority may reject the proposal regardless of its other merits. At the sole discretion of the Authority, all negotiations with a particular Proposer may be limited to the Proposer's exceptions and recommended alternative Agreement language contained in its proposal.

7.0 COST PROPOSAL AND COST FORM

Receiving cost and effective and efficient organics processing and marketing services is a priority for the HWMA Member Agencies. 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 two (2) HWMA staff members, and members of the Authority's Technical Advisory Committee comprised of staff representatives from each of the Authority's member agencies. 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 preliminary ranking of the proposals based solely on the evaluation criteria. After initial evaluation of proposals and preliminary ranking, the RFP Evaluation Committee may prepare a list of the top ranking Proposers to be interviewed.

Invitations may be issued to Proposers to make oral presentations to and/or interviews with the Evaluation Committee. Site visits to Proposer's representative facilities by RFP Committee members may also be conducted as part of the selection process.

Based on the contents of submitted proposals, the results of interviews and oral presentations and site visits, if conducted, along with any other information requested by the HWMA, the

Evaluation Committee will prepare a final ranking of the Proposers and 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 2.

Table 2: Proposal Evaluation Criteria and Maximum Evaluation Score

Proposal Evaluation Criteria	Maximum Evaluation Score
Cost proposal	35
Operations proposal	30
Company qualifications and experience	15
Environmental enhancements, workforce compliance, litigation history and other considerations	20
Interview (Short Listed Proposers)	10
Site Visit (Short Listed Proposers)	15
Total Maximum Score Up To	125

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 35 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.

Contractor to provide finished Compost at no-charge to Member Agencies of bulk Compost (tons) up to a maximum of 20% for every ton of material delivered by Member

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.

Contractor to provide finished Compost at no-charge to Member Agencies of bulk Compost (tons) up to a maximum of 20% for every ton of material delivered by Member

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.
- Processing System Design: The efficiency of the processing and contaminant removal equipment layout, equipment, personnel, and use of technology in the Scale software system capabilities, reliability, billing and reporting procedures.
- Commodity Marketing Experience: Demonstrated ability to reliably market the Authority's processed organic materials and obtain the best revenues from commodity sales including: descriptions of current and past materials marketing experiences and purchase contracts with buyers that demonstrate the company's future price/volume commitments.
- Provide copies of all pertinent regulatory permits and contact names for regulatory agencies that monitor the facility's compliance with applicable local, state, and federal laws.

Company's Qualifications and Experience (Maximum 15 points)

- Company Experience: Demonstrated experience of the company in operating transfer stations, transporting waste and other materials, operation of recycling, organics processing and related facilities.
- Past Performance Record: Review of company's history with litigation and regulatory action (e.g., nature of past and pending civil, legal, regulatory, and criminal actions; history and nature of payments of liquidated damages); regulatory compliance related to equipment and facilities including compliance with land use permits, environmental permits, highway requirements, etc.
- 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, billing and collection, scale house performance and management, and administrative 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.
- **Jurisdiction References:** Level of satisfaction of jurisdictional customers with Proposer services.

Environmental Enhancements, Workforce Compliance, Litigation History and Other Considerations (Maximum 20 points)

- **Green-House Gas (GHG) Emissions:** Reduction in GHG using alternative fuels in trucks and equipment; purchase or generation of renewable power; the use of carbon offsets to counter atmospheric emissions, or other GHG emission reduction proposals.
- **Market Enhancement:** Identify domestic markets for organics processed materials.
- **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.
- **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.**
- **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 crossdefendant, 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.**

Interview (Maximum 10 points) - Short Listed Proposers may be invited to meet with the Evaluation Committee. Proposers will be expected to provide a presentation outlining their proposal and responses to committee member questions.

Site Visit (Maximum 15 points) – Short Listed Proposers may be asked to coordinate a visit on their Processing site with Evaluation Committee members. Proposers will be expected to describe their operations and provide responses to committee member questions.

9 PROPOSAL SUBMITTAL INSTRUCTIONS

Proposals shall be submitted in accordance with the requirements presented in Section 4 – Scope of Services and Section 6 - Operations. 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 **May 12, 2023**.

9.3 Proposal Submittal Format

The Proposer shall submit (2) double-sided hard copies of the complete proposal, no later than **3:00 p.m. Friday, June 2, 2023** in a sealed package. In addition, a thumb drive storage device containing an electronic copy of the proposal in Adobe PDF be submitted in the sealed package. This will be used to distribute to Evaluation Committee members.

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

PROPOSAL TO HWMA FOR
“Transportation & Organics Processing Services” Submitted
By : *(Name of Proposer)*

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.

9.5 Presentation to Evaluation Committee and HWMA Board of Directors

One or more Proposers may be invited to present their proposals to the Evaluation Committee and/or the HWMA Board of Directors. Invitations to present will be based on evaluation of the proposals at a time to be determined.

9.6 Selection of Recommended Proposers

After the HWMA Board of Directors selects and approves a Proposer, Agreement negotiations will commence. Upon notification of being selected to negotiate a contract, the Proposer will have seven (7) calendar days to provide a surety made payable to the HWMA in the amount of \$100,000 in the form of a cashier’s check or a surety bond naming the Authority. The purpose of the surety bond is to guarantee that the Proposer will execute in good faith the Agreement. If the selected Proposer does not execute the Agreement within thirty (30) calendar days after receiving notice of its selection, the HWMA reserves the right to keep the surety to offset potential costs associated with identification of an alternate service provider(s) and schedule delays. Un-cashed checks will be returned to all proposers within ten (10) calendar days after an Agreement is executed.

9.7 Schedule

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

9.8 Proposal Content

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

1. Cover letter containing:
 - Name, address, and telephone and fax number of Proposer and key contact person.
 - Description of type of organization (e.g., corporation, partnership) submitting proposal.
 - If teaming arrangement with is proposed, describe past working relationships on similar projects.
 - Name of entity that would sign the Agreement.

- 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.
 - 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 Element

Attachment 1: Cost Proposal Form

Proposer Name: _____

Processing Rates	
Material Type	Cost per Ton
Waste	\$ _____/ton
Source Separated Food Waste	\$ _____/ton
Mixed Organics	\$ _____/ton

Transportation Rates	
Material Type	Cost per Ton
Green Waste	\$ _____/ton
Source Separated Food Waste	\$ _____/ton
Mixed Organics	\$ _____/ton

Total Rate	
Material Type	Cost per Ton
Green Waste	\$ _____/ton
Source Separated Food Waste	\$ _____/ton
Mixed Organics	\$ _____/ton

Attachment 2: Facility-Existing

1. **Name of Facility:**
2. **Location:**
3. **CalRecycle Permit Type and Number:**
4. **Daily Facility Permitted Capacity:**
5. **Available Annual Facility Capacity:**

Type of Material Accepted	Quantity of Materials Permitted Annually
Mixed Organics	:Tons
Segregated Green Waste	:Tons
Segregated Food Waste	:Tons
Other (describe)	:Tons
End Use Markets	Tons of Finished Product Annually
Compost	:Tons
Mulch/ Land Application (non Landfill)	:Tons
Biomass/ co-generation	:Tons
Landfill Application	:Tons
Other (describe)	:Tons

Attachment 3: Anti-Collusion Statement Form

The undersigned Proposer has not divulged to, 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 4: Agreement template

**AGREEMENT BETWEEN HUMBOLDT WASTE MANAGEMENT
AUTHORITY AND**

**FOR ORGANIC MATERIALS TRANSPORTATION AND
PROCESSING SERVICES**

THIS AGREEMENT for Organic Materials Transportation and Processing Services (“Agreement”) is made effective on this ____ day of _____ 2023, (“Effective Date”) by and between the Humboldt Waste Management Authority (“HWMA or “Authority”), a joint powers authority, and _____ (“Contractor”), a _____, and is made with reference to the following:

RECITALS

1. The State of California, through the California Integrated Waste Management Act of 1989 (Public Resources Code §§ 40000 et seq., “AB 939”), declared that the amount of Solid Waste generated in California, coupled with diminishing landfill space and potential adverse environmental impacts from landfill disposal, has created a need for state and local agencies to enact and implement aggressive integrated waste management programs. Said programs are intended to reduce, reuse, and recycle (including composting) Solid Waste to the maximum extent feasible before any incineration or landfill disposal, to conserve water, energy, and other natural resources, and to protect the environment.

2. Through the Short-lived Climate Pollutant Reduction Act of 2016 (Health and Safety Code Sections 39730.5 - 39730.8, and 42652 et. seq, collectively, “SB 1383”), the State established statewide organic waste disposal reduction targets of 50 percent by 2020 and 75 percent by 2025, based on 2014 organic waste disposal baselines, and directed the California Department of Resources Recycling and Recovery (“CalRecycle”) to develop regulations that mandate a reduction in organic materials in landfills as a source of methane. CalRecycle regulations implementing SB 1383 place requirements on multiple parties, including counties, cities, residential households, commercial businesses, commercial edible food generators, haulers, self-haulers, food recovery organizations and services, and community composting organizations to support achievement of the statewide organic waste disposal reduction targets.

3. HWMA is a joint powers authority organized under the Joint Exercise of Powers Act, Government Code §§ 6500 et seq., and comprised of Humboldt County, and the cities of Arcata, Blue Lake, Eureka, Ferndale and Rio Dell (individually “Member Agency”, or collectively “Member Agencies”), each of which oversees the collection of solid waste and recyclable materials within its jurisdiction is responsible for meeting its respective SB 1383 organic waste disposal reduction targets.

4. HWMA has solicited and received proposals through a competitive procurement process, elected to negotiate with Contractor, and desires to retain Contractor to render services to transport and process Organic Materials, as that term is defined herein, under the terms and conditions set forth in this Agreement.

5. Contractor owns and operates an Organic Materials processing facility and is in the business of purchasing, transporting, processing and marketing of Organic Materials, and therefore possesses the required skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement.

6. Contractor acknowledges that the Authority has relied upon Contractor's representations and Contractor commits to faithfully perform the services required by this Agreement and in accordance with the terms and conditions of this Agreement.

7. Contractor has examined the location of all proposed work, carefully reviewed and evaluated the specifications relative to the type, nature, frequency of work to be performed, is familiar with all conditions relevant to the performance of services, and has committed to perform all required work for the price specified in this Agreement.

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

ARTICLE 1 DEFINITIONS

1.1 Definitions. Unless the context otherwise requires, capitalized terms used in this Agreement will have the following meanings, capitalized terms not defined in this Agreement are defined in SB 1383 or the CalRecycle SB 1383 Regulations.

- (a) "Back Haul" means a round-trip by Contractor from the Transfer Station to the Processing Site and back, where the Transport Vehicle(s) container(s) on the return trip from the Processing Site contains commodities other than Organic Materials.
- (b) "CalRecycle SB 1383 Regulations" means the "Short-Lived Climate Pollutants (SLCP): Organic Waste Reductions" regulations developed by CalRecycle and adopted in 2020 that created Chapter 12 of Title 14, Division 7 of the California Code of Regulations (CCR), and amended portions of regulations of Title 14 CCR and Title 27 CCR.
- (c) "Commencement Date" means the date on which Contractor commences providing services pursuant to this Agreement.
- (d) "Force Majeure" means acts of God, landslides, lightning, forest fires, storms, floods, freezing, earthquakes, civil disturbances, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, public riots, breakage, explosions, or other similar causes, whether of the kind enumerated or otherwise, which are not reasonably within the control of the party whose ability to perform under this Agreement is impaired or prevented by the Force Majeure event. However, a Force Majeure event shall not include: (i) damage or destruction caused by any of the following events: operational error; improperly designed facilities; increased costs of transportation or materials (including fuel), labor, subcontractors or supplies; or careless or improper operation; or (ii) the availability of means of processing of Organic Materials at a price lower than that provided for in this Agreement.
- (e) "High Diversion Organic Waste Processing Facility" means a facility that is in compliance with the reporting requirements of CalRecycle SB 1383 Regulations Section 18815.5(d) and meets or exceeds an annual average mixed waste organic content recovery rate of 50 percent between January 1, 2022 and December 31, 2024, and 75 percent after January 1, 2025 as calculated pursuant to CalRecycle SB 1383 Regulations Section 18815.5(e) for Organic Waste received from a "Mixed Waste Organic Collection Stream" as that term is defined in defined in CalRecycle SB 1383 Regulations Section 17402 (a)(11.5).

- (f) “Members” or “Member Agencies” means those agencies who comprise HWMA including at present the unincorporated County of Humboldt and the Cities of Arcata, Blue Lake, Eureka, Ferndale, and Rio Dell, and any other entity that becomes a Member Agency in the future in accordance with the provisions of HWMA’s Joint Exercise of Powers Agreement.
- (g) “Organic Materials” means Organic Waste accepted by Contractor for Processing at the Processing Facility including [*insert Contractor’s acceptable Organic Waste*], and which is directed by HWMA to Contractor under this Agreement for Contractor’s transportation to the Processing Facility for Processing.
- (h) “Organic Waste” means Solid Waste containing material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, Biosolids, Digestate, and sludges. The terms Paper Products, Printing and Writing Paper, Biosolids and Digestate are used herein as defined by the CalRecycle SB 1383 Regulations at 14 CCR Section 18982(a).
- (i) “Organic Materials Processing” means those activities or processes described in CalRecycle SB 1383 Regulations at Section 18983.1(b) that result in reductions in Organic Waste of landfill disposal, including such processing methods as in-vessel digestion, Biomass Conversion, use as soil amendment or erosion control, land application, and Edible Food Recovery, provided such activities and processes are in compliance with SB 1383 and the CalRecycle SB 1383 Regulations. The terms Biomass Conversion, and Edible Food Recovery are used herein as defined by CalRecycle SB 1383 Regulations at 14 CCR Section 18982(a).
- (j) “Organic Waste” means Solid Wastes containing material originated from living organisms and their metabolic waste products including, but not limited to, food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges.
- (k) “Processing” means the controlled separation, recovery, volume reduction, conversion, or recycling of Solid Waste including, but not limited to, organized, manual, automated, or mechanical sorting, the use of vehicles for spreading of Solid Waste for purposes of recovery, and/or the use of conveyor belts, sorting lines or volume reduction equipment.
- (l) “Processing Facility” means Contractor’s organic waste processing facility located at [*insert address*]
- (m) “Residual Organics Waste” means Organic Waste remaining after Organic Materials Processing that has no marketable or other re-use application.
- (n) “SB 1383” means the Short-lived Climate Pollutant Reduction Act of 2016, Health and Safety Code Sections 39730.5 - 39730.8, and 42652 et. seq.
- (o) “Solid Waste” means all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:

- (i) Hazardous waste, as defined in Government Code Section 40141;
 - (ii) Radioactive waste regulated pursuant to the Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the Health and Safety Code); or
 - (iii) Medical waste regulated pursuant to the Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the Health and Safety Code).
- (p) “Ton (or Tonnage)” means a unit of measure for weight equivalent to 2,000 pounds where each pound contains 16 ounces.
- (q) “Trailer” means the trailer portion of a Transport Vehicle into which Organic Materials will be loaded at a Transfer Station for transport to the Processing Site.
- (r) “Transfer Station” means HWMA’s Transfer Station located at 1059 W. Hawthorne Street, Eureka, California.
- (s) “Transportation Vehicle(s)” means the tractor(s) and trailer(s) utilized by the Contractor to transport Organic Materials from the Transfer Station to the Processing Site.
- (t) “Unacceptable Waste” means material that is prohibited from being received at the Processing Facility by state, federal or local law, regulation, rule, code, ordinance, order, permit, or permit condition; or,
- (u) “Uncontrollable Circumstances” means:
- (i) a Force Majeure event; or
 - (ii) a change of local law, state or federal law or regulation which has a substantial adverse effect on the ability of Contractor or HWMA to perform their respective obligations hereunder or that has a substantial adverse effect on the operating or capital costs incurred by Contractor or HWMA in connection with the performance of their respective obligations hereunder.

ARTICLE 2 TERM OF AGREEMENT

2.1 Initial Term, Commencement of Services. Unless earlier terminated in accordance with Article 11 of this Agreement, the term of this Agreement shall begin on the Effective Date, services provided under this Agreement shall commence on the Commencement Date, and termination shall occur three (3) years after the Commencement Date on July 1, 2027 (“Term”). No less than 10 working days prior to the Commencement Date, HWMA shall provide notice substantially in the form contained at Exhibit C to Contractor of the Commencement Date on which Contractor is to commence providing services.

2.2 Extended Term. The Authority has the exclusive right to extend the Term beyond the period stated in Section 2.1 for two (2) periods of two (2) years each. The Authority shall notify the Contractor of its intent to extend the Agreement no later than one (1) year prior to the end of the then-current Term. Within ninety (90) calendar days of Authority’s notice, Contractor shall provide written acknowledgment of the extended contract period. All provisions of this Agreement shall remain in

effect during any Extension, including the Contractor's obligations and all provisions related to Contractor compensation, subject to amendment of those Agreement provisions expressly made by mutual Agreement of the Parties and in writing. Wherever used in this Agreement, "Term" shall mean and include any additional period duly extended under this Section.

2.3 Survival of Certain Provisions. All representations and warranties of the Parties herein, and all indemnifications, including all insurance requirements until the applicable claims periods have passed, provided for herein, and any other rights and obligations of the Parties expressly stated to survive the termination of this Agreement, shall survive such termination.

ARTICLE 3 TRANSPORTATION OF ORGANIC MATERIALS

3.1 Transportation Services, General. In compliance with all terms and conditions of this Agreement and beginning on the Commencement Date, Contractor shall transport Organic Materials from the Transfer Station to the Processing Facility. HWMA makes no representation as to its quantity, volume or composition of Organic Materials to be delivered to Contractor under this Agreement.

3.2 Transportation Vehicle and Driver Requirements.

(a) Vehicles. Each Transportation Vehicle shall at all times meet the following standards:

- (i) Be registered with the California Department of Motor Vehicles;
- (ii) Pass the required periodic California Highway Patrol biennial inspection of the terminals ("BIT");
- (iii) Comply with all applicable local, State and Federal laws and regulations, including air quality standards;
- (iv) Contain a working communications device such as a two-way radio or cellular telephone;
- (v) Be properly maintained, kept clean and in good repair to prevent material from blowing, falling, or leaking from vehicle; and
- (vi) Be fully tarped when loaded to prevent Recyclable Material, debris, or other material from blowing, or falling, from the vehicle.

(b) Vehicle Inspection. All vehicles and equipment shall be subject to inspection by Authority at any time while at the Transfer Station, just before entering the Transfer Station, just after leaving the Transfer Station, and, upon reasonable notice from the Authority, at other locations. Contractor shall immediately remove from service any vehicle identified in writing by HWMA as failing to comply with these standards. The vehicle may not be deployed again until the deficiencies have been fixed. The issuance within a 12-month period of four (4) or more vehicle, driver/operator or other citations that relate in any way to this Agreement shall be deemed to be breach of this Agreement by Contractor.

(c) Vehicle Drivers. Each Transportation Vehicle driver shall:

- (i) Be properly licensed;
- (ii) Be enrolled in the Department of Motor Vehicles Employer Pull Notice (EPN) program; and
- (iii) Comply with all State and Federal regulations for driver hours and alcohol and controlled substances testing.

3.3 Transportation Operational Requirements.

- (a) **Trailers.** Contractor shall supply, repair and replace, at Contractor's own cost and expense, a sufficient number of transport-ready Trailers to safely, lawfully, and in compliance with all terms of this Agreement, transport Organic Materials from the Transfer Station to the Processing Site. Trailers shall be top-loading with a minimum capacity of 20 tons/Trailer; and, shall be leak resistant and configured with an appropriate cover, such as a tarp, to prevent the migration of material and litter from the Trailer, infiltration of precipitation, odor and leachate production, access by animals and people, scavenging, and illegal dumping into the Trailer. Empty Trailers shall be delivered to the Transfer Station ready for loading with tops open, tarps rolled up and all other Trailer openings closed to prevent leakage or spill. The Trailer delivery schedule shall be directed by HWMA pursuant to a dispatch protocol developed between HWMA and Contractor. At HWMA's request, Contractor shall provide additional empty Trailers as may be needed for managing Organic Materials at the Transfer Station.
- (b) **Trailer Loading.** HWMA shall visually screen Organic Materials to remove Unacceptable Waste prior to loading into Trailers. HWMA shall load and weigh Trailers at the Transfer Station.
- (c) **Loadchecking.** Notwithstanding HWMA's responsibility to visually screen Organic Materials to remove Unacceptable Waste prior to loading, Contractor shall be responsible to conduct loadchecks to remove Unacceptable Waste, and shall make loadcheck records available for HWMA's review in accordance with the CalRecycle SB 1383 Regulations.
- (d) **Vehicle Inspection, Damage and Reimbursement for Repair Costs.** HWMA will load each Trailer so as to avoid damaging such Trailer. Prior to departure from the Transfer Station, Contractor's Transportation Vehicle driver shall inspect the Trailer to determine if damage occurred during loading, and in such event, Contractor shall file a report with HWMA before departing the Transfer Station. In the event such damage is caused by HWMA, HWMA shall reimburse Contractor for the actual cost of repairs (labor, parts and material costs only) as approved by HWMA in writing in advance upon submittal by Contractor of repair cost estimates to HWMA.
- (e) **Yard Tractor.** Contractor shall supply and maintain for use by HWMA at the Transfer Station one California Air Resources Board (CARB) compliant yard tractor, where compliance may be established by CARB rule including rule exemption, to be used by HWMA while moving, loading and relocating the Contractor's Trailers at the Transfer Station. Contractor shall periodically inspect the yard tractor to determine if damage has occurred while at the Transfer Station. In the event of any damage to the yard tractor, HWMA shall reimburse Contractor for the actual cost of repairs (labor, parts and material costs only) as approved by HWMA in writing in advance upon submittal by Contractor of repair costs estimates. Upon the expiration this Agreement, the yard tractor shall be returned by HWMA to Contractor in good repair and working order, ordinary wear and tear excepted.
- (f) **Transport Vehicle Queue.** Contractor shall ensure that Transportation Vehicles queue in such manner at the Transfer Station as to not disrupt the flow of traffic within the Transfer Station or on any nearby public street.
- (g) **Transport within 24 Hours, Covered Trailers.** Contractor shall remove each loaded Trailer from the Transfer Stations within 24 hours of being notified that such Trailer has been loaded, and shall keep all Trailers enclosed, covered and/or sealed to contain Organic Materials and prevent spilling or scattering during transport.
- (h) **Hours of Transfer Station Operation.** HWMA will make the Transfer Station available to

Contractor to remove loaded Trailers from 7:00 a.m. to 5:00 p.m., Monday through Friday of each week and from 7:00 a.m. to 1:30 p.m. on Saturday of each week, but not including Holidays.

- 3.4 Point of Transfer of Title to Organic Materials.** Except as otherwise provided in this Agreement, title to Organic Materials shall transfer from HWMA to Contractor when the Trailer in which such Organic Materials has been loaded exits the Transfer Station in route to the Processing Site. Notwithstanding the foregoing or anything else expressed or implied herein to the contrary, title to Organic Materials that is reasonably rejected by Contractor as Unacceptable Waste as provided herein shall be deemed not to pass to Contractor.
- 3.5 Back Haul.** Contractor may Back Haul commodities other than Organic Waste in Contractor's discretion, provided such Back Haul subject to a Back Haul credit set out in Compensation Exhibit A. Back Hauls shall be in compliance with all applicable local, state and federal laws. The insurance and indemnity provisions of this Agreement shall apply to any Back Haul activity.
- 3.6 Emergency Operations and Response Plan.** Contractor shall provide and HWMA shall cooperate to develop and revise from time to time as appropriate a written comprehensive emergency operations plan. Such plan shall be designated to mitigate and correct hazards that may arise due to accidents or disruption of transport of Organic Materials under this Agreement including, but not limited to, damage to property, release of hazardous or dangerous materials, and the release of Organic Materials.

ARTICLE 4 PROCESSING SERVICES

- 4.1 Processing of Organic Materials, SB 1383 Compliance.** Contractor shall provide all personnel, rolling stock, equipment, supplies, and infrastructure as required to operate, manage and maintain a High Diversion Organic Waste Processing Facility of adequate size and capacity to accept and process all Organic Materials received from HWMA under this Agreement. Subject to Contractor's right to reject Unacceptable Waste, Contractor shall be responsible for the management, storage, treatment, utilization, processing and marketing of all Organic Materials accepted by Contractor for processing at the Processing Facility. All Organic Materials Processing activities shall be in compliance with SB 1383, the CalRecycle AB 1383 Regulations, and all other applicable state and local law and regulation to ensure that HWMA, on behalf of its contributing jurisdictions, will obtain the appropriate diversion credit.
- 4.2 No Minimum Tonnage; Right to Divert.** HWMA commits all of its Organic Material tonnage which is otherwise intended for landfill disposal to Contractor under the terms of this Agreement, expressly excepting Green Waste or other Solid Waste that Authority intends to divert from landfill disposal through such efforts as Edible Food Recovery, source reduction, and back-yard composting. HWMA currently operates programs intended to reduce the amount of Organic Materials intended for landfill disposal. Nothing in this Agreement shall prevent, penalize, or impede, in any manner, the HWMA from continuing and expanding these programs or developing new programs that reduce the amount of Organic Materials disposed of. It is the HWMA's intent to continue to improve, develop, or enhance existing programs as well as to implement new programs and services throughout the Term to meet the SB 1383 requirements. As a result, the characterization and quantity of materials destined to the Processing Site will change over the Term and may be materially different than that as of the Commencement Date of the Agreement, and nothing herein is intended, nor shall it be construed, to prevent HWMA from diverting any Organic Materials.
- 4.3 Right to Inspect.** Contractor reserves the right to inspect any and all Organic Materials or other

material delivered to the Processing Facility for processing.

4.4 Right to Reject Unacceptable Waste, Notice. Contractor shall not be required to transport or process any Unacceptable Waste, and Contractor may reject any Unacceptable Waste. Contractor shall give immediate notice to HWMA by facsimile transmission or email of its decision to reject any Unacceptable Waste. Upon receiving such a notice of rejection, HWMA will have the option of:

- (a) immediately picking up and removing from the Processing Facility the rejected waste; or
- (b) paying such reasonable charges for the disposal, cost, expense or liability or the cost of special environmental handling for transportation and disposal of such Unacceptable Waste.

HWMA shall exercise such option by giving written notice to Contractor within seventy-two (72) hours of receiving the notice of rejection from Contractor. If, for any reason, HWMA fails to exercise such option by giving Contractor written notice within such time period, Contractor shall take such actions as are necessary in its reasonable judgment to dispose of the same, and HWMA shall pay or reimburse Contractor for all costs and expenses incurred in connection therewith.

4.5 Processing Site Weighing; Recordkeeping. Contractor shall operate and maintain a certified, fully operational and accurate California certified scale or scales at the Processing Site to weigh all inbound and outbound Transportation Vehicles delivering Organic Materials to Contractor under this Agreement. Weight measurements shall be made consistent with the Organic Waste measurement requirements for Organic Waste Processing Facilities contained in SB 1383 and the CalRecycle SB 1383 Regulations. Contractor shall provide copies of such records to HWMA upon request.

4.6 Finished Compost. Contractor shall not allow the use of processed Organic Materials to be used for any purpose at a landfill disposal facility, including its use as alternative daily cover. Contractor will provide finished Compost at no-charge to HWMA Member Agencies of bulk Compost (tons) up to a maximum of 20% for every Ton of material delivered by Member. Contractor will not be responsible for the costs of delivery of finished product to the Authority or its Members.

4.7 Residual Organic Waste. On a quarterly basis, Contractor shall use reasonable best efforts to divert at least ninety percent (90%) of all Organic Materials received from HWMA, measured in Tons, and to dispose as Residual Organics Waste no more than ten percent (10%) of such Organic Materials in any landfill during such calendar quarter. Contractor shall report the Residual Organics Waste landfill disposal rate for the previous quarter in each quarterly report submitted to the Authority. Contractor shall dispose of Residual Organics Waste to a certified or licensed landfill which is lawfully authorized to accept that specific type of Solid Waste material and subject to the Authority's approval. The disposal rate may not exceed the cost that would be provided by the Authority. Contractor shall not dispose of Residual Organics Waste by depositing it on any land (except a permitted facility) whether public or private, or in any river, stream or other waterway, or in any sanitary sewer or storm drainage system.

4.8 Inspection of Operations. Any designated representative of Authority shall have the right to observe Contractor's operation and enter Contractor's premises at the Processing Facility for the sole purpose of such observation and review of the handling and processing of Organic Materials during normal operating hours, subject to reasonable notice. This provision shall not be construed as giving Authority any right to exercise control over the business or operation of Contractor or to direct any operations of Contractor or to direct in any respect the manner in which the business and operations shall be conducted.

**ARTICLE 5
LICENSES, FEES, PERMITS AND ASSESSMENTS**

5.1 Licenses, Fees, Permits, and Assessments. Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the scope of services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, permits or assessments that arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless Authority against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against Authority hereunder.

**ARTICLE 6
CONTRACTOR RATES, FEES, PAYMENT**

6.1 Transportation Rate.

6.2 Processing Fee.

6.3 Payment.

- (a) **Invoicing and Payments.** On or before the 10th day of each month, Contractor shall submit an invoice ("Invoice") to HWMA. showing the number of loads and tons of Organic Materials transported and processed at the Processing Facility in the preceding calendar month. The Invoice shall specify the amount of *[insert compensation components]* owing by HWMA to Contractor as provided in this Agreement. Invoices shall be in a form satisfactory to HWMA.
- (b) **Disputed Amounts.** In the event of a good faith dispute as to services rendered or payment owed, HWMA shall, within ten business days of receipt of the related invoice, notify Contractor in writing of such dispute specifying in reasonable detail the basis for the dispute and the portion of the invoice amount that is being disputed. HWMA shall pay any undisputed amount within 45 days of the date of the related invoice. Disputed amounts shall be resolved by HWMA and Contractor as provided in Article 11 hereof.

**ARTICLE 7
REPORTING REQUIREMENTS**

7.1 Reporting Requirements.

- (a) **Quarterly Reports.** Contractor shall comply with all reporting requirements imposed by law, ordinance, or regulation on Authority with respect to the Recyclable Materials directed to Contractor hereunder. By the fifteenth (15th) calendar day of the start of each calendar year quarter, Contractor shall submit the following reports and information to HWMA for the quarter just ended:
 - (i) Copies of all reports submitted to CalRecycle relevant to HWMA Organic Materials processing;
 - (ii) Organic Materials testing reports showing composition and quality of Organic Materials received from HWMA;
 - (iii) Weekly Tons of HWMA Organic Materials delivered to the Processing Facility;
 - (iv) Weekly Residual Waste Tons and the disposal facility or disposal facilities to which it

- was disposed;
- (v) Calendar year-to-date monthly totals;
 - (vi) Equipment, facility safety, employee safety and inspection reports, citations, records and other documents for Contractor's operations and activities that relate in any way to this Agreement including, but not limited to, California Highway Patrol incident reports, citations issued to drivers/operators, citations issued to Contractor or its employees, California Occupational Safety and Health Administration reports, and Local Enforcement Agency inspection/compliance reports;
 - (vii) Processing Facility inspection reports;
 - (viii) Material changes in the financial or legal situation of Contractor that in any way may or could affect the ability of Contractor to fully meet its obligations under this Agreement.

Reports shall be provided by Contractor to HWMA in hard copy and electronic format compatible with HWMA's software systems. For the avoidance of doubt, quarterly reports are due no later than: January 15, April 15, July 15, and October 15 of each year, beginning with the first such date following the Commencement Date.

- (b) **Annual Reports.** No later than August 1 of each year, Contractor shall submit to HWMA an annual report for the previous contract year that aggregates and summarizes the previously submitted quarterly reports. If Contractor has at any time during the previous year failed to comply with Contractor's obligations resulting in Liquidated Damages, the annual report shall also include the amount of any damage calculated and previously paid to HWMA, or owed by the Contractor to HWMA.
- (c) **Other Reporting Requirements.** HWMA reserves the right to require Contractor to supply additional data and reports as may be required to ensure compliance with all applicable local, state and federal laws.

ARTICLE 8 PERFORMANCE BOND

8.1 Performance Bond. Within thirty (30) days after the Effective Date, and prior to the Commencement Date, Contractor shall deliver to the Authority a performance bond in the amount of one hundred thousand dollars (\$100,000) in the form provided by the Authority, which secures the faithful performance of this Agreement, unless such requirement is waived by the Authority's Executive Director. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if Contractor promptly and faithfully performs all terms and conditions of this Agreement. The performance bond shall be issued by a company qualified to do business in California, rated "A" or better in the most recent edition of Best Ruling Guide, the Key Rating Guide or in the Federal Register, and having a financial category Class VII, or better, unless such requirements are waived by HWMA.

ARTICLE 9 INSURANCE

9.1 Insurance. Without limiting Contractor's indemnification of Authority, within 30 days of the Effective Date and prior to the Commencement Date, Contractor and all Contractor's subcontractors used in connection with this Agreement, shall obtain, provide and maintain at its own expense during

the term of this Agreement, a policy or policies of liability insurance of the type and amounts described below and in a form satisfactory to Authority.

9.2 Certificate of Insurance. With original endorsements to Authority as evidence of the insurance coverage required herein. Insurance certificates must be approved by HWMA prior to commencement of performance. Current certification of insurance shall be kept on file with HWMA at all times during the term of this Agreement.

9.3 Signature. A person authorized by the insurer to bind coverage on its behalf shall sign certification of all required policies.

9.4 Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholder's Rating of A (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by HWMA.

9.5 Coverage Requirements.

- (a) Worker's Compensation Coverage: Worker's Compensation Insurance and Employee's Liability Insurance for its employees in accordance with the laws of the State of California; however, in no event shall the Employer's Liability Insurance be less than one million dollars (\$1,000,000) per occurrence. Any notice of cancellation or non-renewal of all Worker's Compensation policies must be received by Authority at least thirty (30) calendar days (ten (10) calendar days written notice for non-payment of premium) prior to such change. The insurer shall agree to waive all rights of subrogation against Authority, its officers, agents, employees and volunteers for losses arising from work performed by Contractor, or Contractor's subcontractor, for Authority.
- (b) General Liability Coverage: Commercial general liability insurance in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, contractual liability. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement, or the general aggregate limit shall be at least twice the required occurrence limit.
- (c) Automobile Liability Coverage: Automobile insurance covering bodily injury and property for all activities of Contractor, or Contractor's subcontractor(s), arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicle, in an amount not less than two million dollars (\$2,000,000) combined single limit for each occurrence.
- (d) Pollution Liability Coverage: Environmental liability with limits in an amount of not less than one million dollars (\$1,000,000) per occurrence and annual aggregate insuring bodily injury and property damage, the cost of remediation and regulatory fines as a result of pollution conditions arising out of the collision, upset or overturn of contractor and/or subcontractor's automobiles in conjunction with this Agreement.
- (e) Endorsements: Each general liability, automobile liability and pollution liability insurance policy shall be endorsed with the following specific language:

- (i) The Authority, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured with respect to liability arising out of work performed by or on behalf of Contractor hereunder.
 - (ii) Each policy shall be considered primary insurance with respect to Authority, its elected or appointed officers, officials, employees, agents and volunteers as respects to all claims, losses, or liability arising directly or indirectly from Contractor's operations or services provided to Authority. Any insurance maintained by Authority, shall be considered excess insurance only and not contributory with the insurance provided hereunder.
 - (iii) The insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with the respect to the limits of liability of the insuring company.
 - (iv) The insurer shall waive all rights of subrogation against Authority, its elected or appointed officers, officials, employees, agents and volunteers.
 - (v) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Authority, its elected or appointed officers, officials, employees, agents or volunteers.
 - (vi) The insurance provided by each policy shall not be suspended, voided, canceled, or reduced in coverage or in limits, by either party except after thirty (30) calendar days (ten (10) calendar days written notice for non-payment of premium) written notice has been received by Authority.
- (b) Timely Notice of Claims. Contractor shall give Authority prompt and timely notice of claim(s) made or suit instituted arising out of or resulting from Contractor's performance under this Agreement.
- (c) Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and execution of the work.

ARTICLE 10 RESPONSIBILITY FOR DAMAGES AND INJURY/INDEMNIFICATION

10.1 General Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless, release, and defend Authority, and each of its past, present and future elected officials, officers, employees, agents, consultants, volunteers, affiliates, assignees, representative, attorneys, subsidiaries, and affiliated entities and their respective successors, heirs and assigns (collectively, "Indemnified Parties") for, from and against any costs, expenses, damages, and losses, including reasonable attorney fees ("Losses") of any kind or character to any person or property arising directly or indirectly from or caused from or caused by any of the following: (1) any act or omission of Contractor or its respective officers, directors, shareholder members, partners, employees, agents, contractors, subcontractors, suppliers, representatives and affiliates ("Contractor Representatives") in the performance of Contractor's duties under this Agreement; (ii) Contractor's or Contractor Representative's activities in connection with this Agreement; (iii) any accident or casualty within or arising out of the services/work performed by Contractor or Contractor's Representatives under the Agreement; (iv) any violation or alleged violation of any law, ordinance or statute now or hereafter enacted arising out of services/work performed by Contractor or Contractor's Representative

pursuant to the Agreement; (v) the negligence or willful misconduct of Contractor or any of Contractor Representatives in the performance of the services/work under the Agreement; and (vi) any breach by Contractor of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Contractor.

10.2 Hazardous Substances Indemnification. Contractor shall indemnify the Indemnified Parties from and against all claims, actual damages including, but not limited to, special and consequential damages, natural resource damage, punitive damages, injuries, costs, response, remediation, and removal costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties and expenses, reasonable attorneys' and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity of any kind whatsoever paid, incurred or suffered by, or asserted against, the Indemnified Parties or Contractor arising directly or indirectly from or caused by any of the following: (i) the violation by Contractor or Contractor's Representative of any Environmental Laws or the failure by Contractor or Contractor's Representative to clean up and mitigate the consequences of the spill or release of any Hazardous Substance, in either case in connection with the performance of Contractor's duties hereunder; and (ii) Contractor's activities under this Agreement concerning any Hazardous Substance at any place where Contractor stores or disposes of Residual Waste or Hazardous Waste pursuant to this Agreement. The foregoing indemnity is intended to operate as an agreement pursuant to the Comprehensive Environmental Response, Compensation and Liability Act 42. U.S.C. Section 9607(e) and any amendments thereto; and California Health and Safety Code Section 25364, to insure, protect, hold harmless, and indemnify Authority from liability.

10.3 Notice. Authority agrees to give timely notice to Contractor when Authority receives a claim for damages or other liability for which Contractor has provided indemnification under this Section. Authority's failure to give such notice shall not relieve Contractor of its indemnification obligations under this Section except to the extent such failure shall impair Contractor's ability to contest or reduce the subject loss.

ARTICLE 11 UNCONTROLLABLE CIRCUMSTANCES

11.1 Uncontrollable Circumstances. Provided that the requirements of this Article are met, neither Party shall be considered in default in the performance of its respective obligations under this Agreement to the extent that such performance is prevented or impaired by the occurrence of an event of Uncontrollable Circumstances. The Parties agree that no other events shall excuse nonperformance of either Party of its obligations under this Agreement and no events within the control of either Party, including breakage or accidents to machinery, equipment or other facilities, shall excuse nonperformance of the obligations of either Party under this Agreement.

11.2 Notice of Uncontrollable Circumstances; Suspension of Performance. If, as a result of an event of Uncontrollable Circumstances, either Party is wholly or partially unable to meet its obligations under this Agreement, then the affected Party shall give the other Party prompt written notice by confirmed fax, e-mail or other electronic transmission of such event, describing it in reasonable detail. The obligations under this Agreement of the Party giving the notice of the event of Uncontrollable Circumstances shall be suspended but only with respect to the particular component of obligations affected by the event and only for the period during which the event of Uncontrollable Circumstances exists. The affected Party shall use due diligence to resume performance at the earliest practicable time and shall notify the other Party when the effect of the

event has ceased. During any period in which an Uncontrollable Circumstance prevents the delivery of Organic Materials to the Processing Site, HWMA may, in its sole discretion, make alternate arrangements with any third party of its choosing to deliver the affected Organic Material to any other processing facility.

ARTICLE 11 TERMINATION/DEFAULT

- 11.1 Termination, Default.** In the event that Contractor fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, Contractor shall be deemed in default in the performance of this Agreement, unless such default is cured within a period of five (5) business days after written notice from HWMA specifying the default with reasonable specificity and the steps necessary to cure such default, (or, if more than five (5) business days are reasonably required to cure the default, the Contractor gives adequate assurance of due performance within five (5) business days after receipt of written notice of default, and thereafter diligently take steps to cure the default), and HWMA may terminate this Agreement by giving to the defaulting Party written notice of termination.
- 11.2 Labor Dispute.** Whenever Contractor has knowledge that any actual or potential labor dispute with its employees is delaying or threatens to delay the timely performance of this Agreement, Contractor shall immediately give notice to the Authority and any and all relevant information. In the event of a labor dispute with Contractor's employees which delays or impacts the performance of services, the Authority reserves the right to use its own forces or to contract with other contractors to perform the services. Authority and Contractor agree that it will be deemed a breach of this Agreement if Contractor cannot provide full services five business (5) days after services have been impacted or delayed as a result of a labor dispute with Contractor's employees.
- 11.3 Termination, No Fault.** Notwithstanding the above provisions, Authority shall have the right, at its sole discretion and without cause, of terminating this Agreement at any time by giving one hundred eighty (180) calendar days prior written notice to Contractor. Upon termination, each Party shall pay to the other Party that portion of compensation specified in this Agreement that is earned and unpaid prior to the date of termination.
- 11.4 Liquidated Damages.** Reference is made to Exhibit D - Liquidated Damages attached hereto. The Parties acknowledge that timely, consistent, and efficient operations are of utmost importance to the HWMA; failure to timely provide Trailers and Trailer transportation, to properly conduct transportation operations, to operate the Processing Facility in accordance with obligations in the Agreement, and failure to complete reporting to HWMA increases the HWMA's costs; and HWMA has considered and relied on Contractor's representations as to its quality of service commitment in entering into this Agreement. The Parties further recognize that quantified standards of performance are necessary and appropriate to ensure consistent and reliable service. The Parties further recognize that if Contractor fails in its obligations, HWMA will suffer damages and that it is and will be impracticable and extremely difficult to ascertain and determine the exact amount of such damages. Therefore, the Parties agree that the Liquidated Damages at set forth in Exhibit D represent a reasonable estimate of the amount of such damages, considering all of the circumstances existing on the date hereto, including the relationship of the amounts to the range of harm to the HWMA that reasonably could be anticipated and anticipation that proof of actual damages would be costly or inconvenient. Contractor agrees to pay the amounts listed in Exhibit A as Liquidated Damages, and not as a penalty, for the performance failures specified Exhibit A.

11.5 Damages for Default. Payment of Liquidated Damages in no way limits HWMA’s ability to seek other damages provided that the recovery of duplicate damages shall not be permitted; and does not excuse Contractor from conducting appropriate cure of breach or default as provided in Article 11, or such other remedies as may be provided in this Agreement. The assessment of Liquidated Damages and/or deductions as provided under this Agreement shall not relieve Contractor of its obligation to provide sufficient service or to meet any of the terms of this Agreement. In signing this Agreement, Contractor specifically confirms the accuracy of the statements made in this Article with respect to Liquidated Damages for all events of failure listed in Exhibit A and the fact that it had ample opportunity to consult with legal counsel and obtain an explanation of Liquidated Damage provisions at the time that this Agreement was made.

11.6 Right of Offset. HWMA may deduct Liquidated Damages owed from payments to Contractor.

11.7 Authority’s Right to Employ Other Contractors. Authority reserves the right to employ other Contractors in connection with the work if Contractor breaches any term or condition of this Agreement.

**ARTICLE 12
NOTICES**

12.1 Notices. All reports, notices, demands, requests or approvals to be given under this Agreement must be given in writing and will be deemed given when delivered personally by hand or by nationally-recognized overnight courier (such as Federal Express), or on the fourth business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests or approvals from Contractor to Authority shall be addressed to Authority at:

Executive Director
Humboldt Waste Management Authority
1059 West Hawthorne Street
Eureka, CA 95501
Telephone number: 707.268.8680

All notices, demands, requests or approvals from Authority to Contractor shall be addressed to Contractor at:

**ARTICLE 11
MISCELLANEOUS**

11.1 Independent Contractor. It is understood, and agreed, that Authority retains Contractor on an independent contractor basis and Contractor is not an agent or employee of Authority. The manner and means of conducting the work are under the control of Contractor, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. Nothing in this Agreement shall be deemed to constitute approval for Contractor or any of Contractor’s subcontractors, employees or agents, to be the agents or employees of Authority. Contractor shall have the responsibility for and full control over the means of performing the work, provided that Contractor is in compliance with the terms of this Agreement. Anything in this Agreement that may

appear to give Authority the right to direct Contractor as to the details of the performance or to exercise a measure of control over Contractor shall mean only that the Contractor shall follow the desires of Authority as expressed in this Agreement with respect to the results of the services.

11.2 Standard of Care, Workmanship, and Supervision. Contractor shall provide a work force sufficient to perform the services described herein and all members of the work force shall be hired in compliance with State and Federal law. All services provided for herein shall be performed by competent and trained employees. Contractor represents that it possesses the professional and technical personnel required to perform the services required by this Agreement, and that it will perform all services in a manner commensurate with community professional standards.

11.3 Subcontracting. The Parties recognize that a substantial inducement to Authority for entering into this Agreement is the professional reputation, experience and competence of Contractor. Assignments of any or all rights, duties or obligations of Contractor under this Agreement will be permitted only with the express written consent of Authority, and Contractor shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of Authority.

11.4 Prohibition against Assignments. Contractor may not assign any right or obligation of this Agreement or any interest in this Agreement without prior written consent of Authority which consent shall not be unreasonably withheld, provided however, that the present stockholders of Contractor shall have the right to transfer stock in Contractor to their spouse and/or relatives within the first degree of separation without the prior written consent of the Authority. Any attempted or purported assignment without consent of Authority shall be null and void. Contractor acknowledges that these provisions relative to assignment are commercially reasonable and that Contractor does possess special skills, abilities, and personnel uniquely suited to the performance of contract services and any assignment of this Agreement to a third party, in whole or in part, could jeopardize the satisfactory performance of contract services. The sale, assignment, transfer, or other disposition of any of the issued and outstanding capital stock of Contractor, or of the interest of any general partner or joint venture which shall result in changing the control of Contractor, shall be construed as an assignment of this Agreement.

11.5 Records. Contractor shall maintain a complete and accurate set of books and other business records with respect to the costs incurred under this Agreement including any labor and disposal costs incurred under this Agreement, any contract services performed under this Agreement, and any expenditures and/or disbursements charged to Authority, for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Authority or Contractor under this Agreement. All such records shall be clearly identifiable. All Contractor's books and other business records, or such part as may be used in performance of this Agreement, shall be subject to inspection and audit by Authority representatives during regular business hours upon two (2) business days notice. Contractor shall allow inspection of all work, data, records, proceedings and activities related to the Agreement for a period of three (3) years from the date of final payment to Contractor under this Agreement. Contractor shall be responsible for all audit and other costs and expenses incurred that relate in any way to audits performed by Authority to verify that Contractor is in compliance with the terms and conditions of this Agreement including, but not limited to, the auditing of facility processing records, Residual Waste statistics, vehicle records, and safety records. Any information provided to Authority marked "confidential and proprietary" by Contractor will be held as "confidential" by the Authority and its Participating Member Agencies and will not be disclosed to a third party without Contractor's written consent to the maximum extent possible under applicable law.

11.6 Dispute Resolution. In the event of any dispute arising under this Agreement, the Parties shall continue to perform their respective obligations under this Agreement and shall meet and attempt to resolve such dispute in a cooperative manner within ten (10) days after the dispute arises. Following the Parties' mutual good faith efforts to resolve disputes for a period of no less than thirty (30) days without success, the Parties shall then attempt to resolve their dispute through non-binding arbitration before a single arbitrator that is mutually acceptable to both Parties. The arbitrator shall have experience in or knowledge of organic materials processing. If the dispute is not resolved through such non-binding arbitration, either Party may commence litigation and the Parties hereby agree that venue shall be in Humboldt County Superior Court.

11.7 Compliance With Law. All services rendered hereunder by Contractor shall be provided in accordance with all applicable ordinances, statutes, resolutions, rules, and regulations of the Authority and any Federal, State or local government agency having jurisdiction in effect at the time services is rendered.

11.8 Waiver. A waiver by either Party of any breach by the other Party of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

11.9 Integrated. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein in this Agreement. No verbal agreement or implied covenant shall be held to vary the provisions herein.

11.10 Amendment. This Agreement may be modified or amended only by a written document executed by both Contractor and Authority and approved as to form by the Authority Attorney.

11.11 Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

11.12 Controlling Law and Venue. The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Humboldt.

11.13 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.

11.14 Attorneys Fees. In the event the Authority brings an action to enforce the terms of this Agreement shall be entitled to an award of reasonable attorneys' fees.

11.15 Exhibits. The following Exhibits are attached hereto and made a part hereof this Agreement:

- Exhibit A: Scope of Work
- Exhibit B: Compensation Schedule
- Exhibit C: Notice of Commencement Date
- Exhibit D: Liquidated Damages

IN WITNESS WHEREOF, Authority and Contractor have executed this Agreement effective as of the day and year stated above.

**HUMBOLDT WASTE MANAGEMENT
AUTHORITY:**

Dated: _____

Name:
Title: Chair of the Board

ATTEST:

Dated: _____

HWMA Clerk of the Board

Approved as to insurance certificates:

Dated: _____

Title:

Approved as to Form:

Dated: _____

Legal Counsel

CONTRACTOR:

Dated: _____

Name:
Title:

Approved as to form:

Dated: _____

Legal Counsel

Exhibit B - COMPENSATION SCHEDULE

Exhibit C – NOTICE OF COMMENCEMENT DATE

NOTICE TO COMMENCE PROVIDING SERVICES

**PURSUANT TO THAT AGREEMENT FOR
ORGANIC MATERIALS TRANSPORTATION AND PROCESSING
BETWEEN _____ AND
HUMBOLDT WASTE MANAGEMENT AUTHORITY**

The Humboldt Waste Management Authority (“HWMA”) through its Executive Director has determined that _____ (“Contractor”) has satisfied the requirements of insurance, performance bonding and payment of procurement consulting fees stated in the *Agreement for Organic Materials Transportation and Processing Services Between _____ and Humboldt Waste Management Authority*, and that HWMA is ready to begin services under said Agreement.

The Parties hereby agree to the commencement of services pursuant to said Agreement on _____, 2023 (“Commencement Date”).

(Contractor) Humboldt Waste Management Authority
1059 West Hawthorne Street
Eureka, CA 95501
(Authority)

By: _____
Name:
Title:

By: _____
Name:
Title:

Exhibit D – LIQUIDATED DAMAGES

The following Liquidated Damages shall be levied for Contractor’s failure to meet specific Contractor obligations due to Contractor’s fault. The amounts for Liquidated Damages will be adjusted annually to reflect changes in CPI.

Event	Transportation Liquidated Damage
Reporting	<ul style="list-style-type: none"> • One hundred dollars (\$100) per Business Day for each calendar day that a report required by this Agreement is past due to HWMA. • More than seven (7) Business Days past due, the rate of Liquidated Damages shall increase to two hundred and fifty dollars (\$250). • More than fifteen (15) Business Days past due, the rate of Liquidated Damages shall be increased to five hundred dollars (\$500) for each additional day beyond fifteen that the report is past due. • Reports that are more than thirty (30) Business Days past due may result in potential Default in accordance with Article 11.
Weighing	<ul style="list-style-type: none"> • Rate of five hundred dollars (\$500) per load of Authority Organic Materials that is delivered to the Processing Facility and is not accurately weighed, recorded, and reported to HWMA.
Trailer Delivery	<ul style="list-style-type: none"> • Rate of one hundred dollars (\$100) per empty Trailer delivery delays at the Transfer Station resulting in overtime pay for Authority personnel.
Trailer Availability	<ul style="list-style-type: none"> • Rate of one hundred dollars (\$100) per empty Trailer that is not available for loading at any one time at the Transfer Station resulting in delay of loading Organic Materials and resulting in additional costs to HWMA.
No Service	<ul style="list-style-type: none"> • Rate of actual cost for alternate services plus twenty percent (20%) per each No Service Day. • Authority may terminate the Agreement for default when the total number of No Service Days equal three (5) calendar days within any ninety (90) day period.

Attachment 5: RFP and Alternatives