

Humboldt Waste Management Authority

Request for Proposals

Executive Director Recruitment

Issued by:

HWMA
1059 West Hawthorne Street, Eureka, CA 95501
November 2011

Humboldt Waste Management Authority Executive Director Recruitment

A. INVITATION AND GENERAL INFORMATION

Project Brief:

The Humboldt Waste Management Authority is seeking an Executive Director with vision and excellent management skills to lead an organization with an annual budget of \$9 million and staff of 35. The Humboldt Waste Management Authority is a regional joint powers authority that handles integrated waste management activities for five cities (Arcata, Blue Lake, Eureka, Ferndale, and Rio Dell) and the unincorporated County. HWMA owns the central transfer station, which is located in Eureka. All waste, approximately 65,000 tons per year, is exported out of county by truck. The transfer station in Eureka also includes a recycling drop-off center, a green waste drop-off site, and a household hazardous waste disposal facility. HWMA also contracts with a greenwaste compost facility and conducts a number off-site events that collect e-waste, household hazardous waste, sharps, fluorescent lamps, batteries, and waste tires.

Humboldt Waste Management Authority would like to work with an executive recruiting firm with experience in municipal placements to conduct a search for our new Executive Director.

Project Budget:

Budget estimates for recruiting activities are required as part of the submittal.

Project Funding Source:

Funds for this project will come from the HWMA general fund.

Project Schedule:

Release RFQ	December 2, 2011
RFQ response due date	December 20, 2011, 3:00PM
Award Contract	January 12, 2012

B. SUBMISSION REQUIREMENTS

Proposal Requirements:

Proposals must include the following elements. Submittals should be concise and contain relevant information by which Authority can judge the qualifications of the firm. Elaborately packaged or lengthy submittals are neither required nor desired.

1. Identification of Firm
 - 1.a Name and address of the firm.
 - 1.b Type of ownership.
 - 1.c Name of principal to contact, include title, telephone, FAX number and e-mail address.

2. Qualifications
 - 2.a Related experience.
 - 2.b Resumes and roles of key personnel.
 - 2.c At least three professional references.
3. Proposal
 - 3.a Describe how the firm proposes to carry out the Scope of Work.
 - 3.b Provide a schedule for proposed work program.
 - 3.c Provide a proposed budget and additional hourly rate schedule.

Proposal Format:

The proposal must be provided in a sealed envelope labeled with your company name and identified as: **Proposal to Provide Recruiting Services to HWMA, December 20, 2011.** Please provide five (5) bound copies, one copy suitable for reproducing, and a computer disk containing an electronic copy of the proposal in Microsoft Word. Bound copies must be printed on recycled paper, no plastic covers.

Deadline and Contact:

All responses to this Request for Qualifications are to be submitted no later than December 20, 2011, 3:00PM to:

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

C. SELECTION PROCEDURE AND CRITERIA

Authority staff will review each response to the Request for Proposals and may meet with some or all of the respondents. Staff may request that a firm clarify, supplement or modify certain aspects of the information submitted.

In making a selection, staff will rank the proposals based on the criteria listed below and submit their recommendations to the Authority Board of Directors for approval.

Submittals will be evaluated based on the following qualitative elements and criteria:

1. Demonstrated professional skills and credentials of any staff that may be assigned to the project.
2. Demonstrated experience placing senior municipal managers.
3. Understanding of the Scope of Work, as evidenced by the approach to performing the work tasks, including identification of areas requiring HWMA staff assistance.
4. References.

D. INFORMATION SOURCES

Respondents are encouraged to contact the following person should they have any questions regarding this Request for Proposals:

Jim Test, Executive Director
HWMA
Phone: 707.268.8464
jtest@hwma.net

E. CONTRACT

The firm chosen to complete the project will be required to enter into The Authority's standard agreement for consulting services.

F. RIGHT TO REJECT

This Request for Proposals is not a contract or commitment of any kind by the Humboldt Waste Management Authority and does not commit the Authority to award a contract or pay any cost incurred in the preparation of a submission. The Authority, at its sole discretion, reserves the right to accept or reject, in whole or in part, submittals received in response to this request, to negotiate with any qualified source, or to cancel in whole or in part this Request for Proposals.

All submittals will become the property of the Authority. Failure to provide any of the requested information within the specified submission period may cause the Authority, at its sole discretion, to reject the submittal or require additional information.

G. SCOPE OF WORK

This Scope of Work involves providing executive recruiting services to help the Authority select a new Executive Director. The selected firm will work with the Board, the Executive Committee and our staff to develop and execute a comprehension search process. This Scope of Work has three components:

- **Develop a Candidate Profile and Recruitment Strategy**
Work with the Board, the Executive Committee and our staff to develop a profile of the ideal candidate.
Tailor a recruitment strategy to address local conditions.
- **Identify Potential Candidates.**
Develop a candidate pool through advertising and direct contact.
- **Assist in the Selection Process.**
Work with the Board, the Executive Committee and our staff to develop and coordinate a final selection process, including background checks.

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

FOR PROFESSIONAL SERVICES

THIS AGREEMENT for Professional Services ("Agreement") is effective as of _____, by and between the Humboldt Waste Management Authority, hereinafter called "Authority" and _____, a _____, hereinafter called "Consultant."

1. SCOPE OF SERVICES

Consultant will perform professional services for Authority in accordance with the Addendum to Agreement for Professional Services, attached hereto and incorporated herein ("Addendum"). When the Authority requests Consultant to perform additional services, a serially numbered Addendum to this Agreement shall be prepared describing in detail the additional scope of services to be performed, the schedule, the estimated budget, and the basis for all charges. To be effective, each Addendum must be executed by an authorized representative of Authority and Consultant. The Addenda (and modifications thereto) entered into by the parties are referred to in this Agreement collectively as "Addenda" and individually as "Addendum." The term "Services" shall mean the Services to be performed by Consultant described in the Addenda.

2. TERM

2.1 Commencement. Services of Consultant shall commence upon full execution of this Agreement or any particular Addendum.

2.2 Termination. Either party may terminate this Agreement or a particular Addendum upon 30 days written notice. In such event, Consultant will be entitled to invoice the Authority for and to receive payment for all acceptable Services performed or furnished under that Addendum or the Agreement, if applicable, and all reimbursable expenses incurred through the effective date of termination.

2.3 Time for completion. Consultant shall complete all Services in accordance with the time schedule as set forth in the applicable Addendum.

3. COMPENSATION FOR SERVICES, PAYMENT

3.1 The Authority shall pay Consultant at the rate and basis as set forth in the particular Addendum.

3.2 Consultant shall prepare and submit its invoices to the Authority no more than once per month, and, for Services billed on a time and materials basis or in installments, shall provide a time summary of work performed by each person for whom charges are billed. All reasonable efforts will be made by the Authority to pay undisputed invoices within 15 days of receipt. If the Authority disputes an invoice, it may withhold that portion so contested and shall pay the undisputed amount. The Authority may withhold all or any portion of the funds provided for by this Agreement in the event that the Consultant has

materially violated or threatens to materially violate, any term, provision, or condition of this Agreement; or the Consultant fails to maintain reasonable progress toward completion of the Services or any component thereof.

4. PROFESSIONAL STANDARDS:

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

5. INDEPENDENT CONSULTANT STATUS

Consultant is performing Services as an independent contractor for the Authority, and is neither an employee nor an agent of the Authority. Except as otherwise provided in this Agreement, Consultant shall have sole control over the manner and method of performance of the services, and Authority's only interest shall be in the results of such Services. Authority's liability hereunder shall be limited to payment of the compensation provided in this Agreement. Consultant agrees and acknowledges that it is not entitled to any benefits or insurance, including without limitation any medical, unemployment, or disability benefits, on Authority's account. This Section shall also apply to any of Consultant's subcontractors.

6. DOCUMENT SUBMISSION AND TITLE TO DOCUMENTS

Consultant agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement is considered work made for hire and shall be the property of the Authority upon delivery. Authority may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Agreement.

7. DESIGNATION OF REPRESENTATIVE

On each Addendum, Consultant and Authority shall designate specific individuals to act as representatives ("Designated Representative"), who shall have authority to transmit instructions, receive information, and implement the Addendum on behalf of each respective party. Either party may change its Designated Representative or the address of its Designated Representative by giving reasonable notice to the other party.

8. NOTICE

All notices required or permitted hereunder shall be in writing and shall be deemed to have been properly given and delivered when delivered personally (including by commercial messenger or courier or by facsimile transmission) or four (4) days after deposit in the U. S. mail with all postage or charges fully prepaid and addressed to the authorized representative of the appropriate party.

Authority:
Jim Test, Executive Director

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

Consultant:

9. INDEMNIFICATION

When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify and hold harmless Authority and its boards, task forces, officials, employees and agents (collectively "Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-contractors or any entity or individual for which Consultant shall bear legal liability in the performance of professional services under this Agreement.

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

10. INSURANCE

10.1 Insurance Requirements.

(a) Prior to performing any Services hereunder and until the Services have been completed in accordance with this Agreement or any applicable Addendum and accepted by the Authority, the Consultant shall maintain insurance in full compliance with all of the provisions of this Section 10. In the event the Consultant sublets or subcontracts any part of the Services, each subcontractor shall be bound by the same terms and conditions concerning insurance as outlined herein and this Section 10 will be made a part of any such subcontract agreement.

(b) As evidence of specified insurance coverage, the Authority may, in lieu of actual policies, accept certificates issued by the insurance carrier showing such policies in force for the specified period and naming the Authority as an additional insured thereunder, except Professional Liability Insurance and Workers Compensation.

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

- 10.2 Professional or Errors and Omissions Insurance. Consultant shall purchase and maintain such Professional or Errors and Omissions Insurance for the Services performed and furnished as will provide protection from any claim arising out of any negligent act, error or omission in rendering or failing to render professional services either committed or alleged to have been committed by Consultant or by anyone employed by Consultant to perform or furnish any of the Services, or by anyone for whose acts any of them may be liable. Such coverage shall not be subject to a Self-Insured Retention (SIR) greater than \$100,000, and for not less than \$2,000,000 Single Limit, any one claim and annual aggregate.
- 10.3 Workers' Compensation Insurance. Consultant shall purchase and maintain such Workers' Compensation covering all employees and volunteers as required by the State of California, and on a state-approved policy form.
- 10.4 Commercial General Liability. Insurance Services Office (ISO) "Commercial General Liability" policy form CG 00 01 or equivalent. Coverage for additional insured shall not be limited to vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$2,000,000 general aggregate.
- 10.5 Automobile Liability Insurance. ISO Business Auto Coverage for CA 0001 including symbol 1 or equivalent. Limits are subject to review, but in no event to be less than \$2,000,000 per accident. If Consultant or Consultant's employees will use personal autos in the performance of any duties under this Agreement, Consultant shall provide evidence of personal auto liability coverage for each such person.

11. DISPUTE RESOLUTION

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

12. TIME OF THE ESSENCE

Time limits stated in this Agreement and any Addendum are of the essence.

13. GOVERNING LAW, VENUE

This Agreement and performance hereunder and all suits and special proceedings shall be interpreted in accordance with California law. Venue shall be fixed in Humboldt County.

14. AUTHORITY

Each party hereto warrants and represents to the other party that such party has the full right, power and authority to enter into this Agreement and has obtained all necessary consents and approvals to consummate the transaction contemplated hereby.

15. NEGOTIATED AGREEMENT, INTERPRETATION

This Agreement has been negotiated by the parties hereto. Each of the parties has had full opportunity to have this Agreement reviewed by an attorney acting on such party's behalf. The language of the Agreement shall not be construed for or against either party by reason of the authorship or alleged authorship of any provision hereof or by reason of the status of the respective parties.

16. ENTIRE AGREEMENT/MODIFICATIONS AND AMENDMENTS

This Agreement together with all Addenda (and all attachments thereto) constitutes the entire agreement between the Authority and Consultant as to the subject matter hereof. It supersedes all prior communications, representations, or agreements, whether oral or written. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. Any modification of scope, schedule, or budget relating to Services specified in a particular Addendum must be in writing in the form of an Addendum Modification and must be signed and dated by both parties prior to the performance of the additional proposed work and expenditure of additional funds for that work.

17. ASSIGNMENT, SUBCONTRACT

Neither party shall assign its rights, interests, duties or obligations under this Agreement without consent from the other party. Consultant may not subcontract Services without prior written consent from Authority.

HUMBOLDT WASTE
MANAGEMENT AUTHORITY:

Executive Director

Date

DESIGNATED REPRESENTATIVE:
(Addendum No.1)

Name: _____

Phone: _____

Fax: _____

Email Address: _____

CONSULTANT

Title:

Date

DESIGNATED REPRESENTATIVE
(Addendum No. 1)

Name: _____

Phone: _____

Fax: _____

Email Address: _____