

Humboldt County Waste Characterization Study 2010

Request for Proposals

July 9, 2010

Humboldt Waste Management Authority
1059 W. Hawthorne Street
Eureka, CA 95501
www.hwma.net

Phone: (707) 268-8680
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The Humboldt Waste Management Authority is a Joint Powers Authority that manages the solid waste from the cities of Arcata, Blue Lake, Eureka, Ferndale, Rio Dell, and the unincorporated areas of Humboldt County.

I. Introduction:

This Request for Proposals (RFP) is being issued by the Humboldt Waste Management Authority (HWMA), in partnership with the Trinidad Rancheria, the Blue Lake Rancheria (Tribal agencies) and Humboldt State University (HSU), to identify qualified consultants to perform and produce a waste characterization study for Humboldt County. This study is envisioned to provide waste stream data for each partner agency as well as characterize the County's overall waste stream. The anticipated start date is November 2010.

II. Purpose of RFP:

The Humboldt Waste Management Authority (HWMA) in partnership with the Trinidad and Blue Lake Rancherias and Humboldt State University (HSU) are seeking a joint waste characterization for the purpose of collecting waste stream data in a cost-efficient manner.

Each of the project partners is looking to develop a phase of their integrated waste management strategy. For the Tribal agencies, the data derived from this characterization study will enable them to formulate the foundation for a long-term waste management plan. For HWMA and HSU, these data will become the new baseline for measuring the success of existing diversion programs, and developing new diversion programs. In order for all of these entities to obtain high quality waste data in a cost efficient manner, we have come together as a region in soliciting cost estimates for a waste characterization study. The premise behind this collaboration is that cost savings can be achieved by performing all surveys in the same time period and at the same location.

III. Partner Agencies & Objectives

Humboldt Waste Management Authority (HWMA)

HWMA is a California Joint Powers Authority, formed in 1998, with member agencies including five Humboldt County cities and the Unincorporated County. HWMA is charged with managing the solid waste in Humboldt County, overseeing the closure of the local landfill, developing special waste collection programs in accordance with state regulations (i.e. hazardous waste and universal waste), as well as implementing and promoting waste diversion programs. HWMA owns and operates a recycling drop off center, a compost facility, and a permanent household hazardous waste facility. HWMA also owns a small landfill (Cummings Road) which stopped accepting waste in 2000 and is currently undergoing final closure.

In 1992, after the passage of CA AB 939 (1989), the County of Humboldt commissioned a full waste characterization study as part of its Source Reduction and Recycling Element (SRRE). The purpose of generating the SRRE was to develop an Integrated Waste Management Plan. As these waste characterization data are now nearly 20 years old, HWMA is seeking a new study to characterize the current waste stream as well as measure the success of existing waste diversion programs.

It should be noted that not all of Humboldt County's waste comes through HWMA's Hawthorne Street transfer station. Of the 96,000 tons of solid waste generated in Humboldt County in calendar year 2009; 80,000 tons came to Hawthorne Street transfer station, and approximately 16,000 tons were taken to other county transfer stations or shipped directly to an out-of-county landfill. The contracted firm is expected to work with HWMA to extrapolate the samples taken at Hawthorne Street and estimate a waste stream profile for those areas served by other transfer stations.

It is expected that this waste characterization study will include samples taken from each of HWMA's member agencies in order to provide individual waste stream profiles.¹ HWMA is particularly interested in the food waste and construction and demolition debris components of the regional waste stream. A sampling methodology should be developed to accurately quantify these components. In order to capture seasonal variation between the dry season and wet season, responses to this RFP should include a cost estimate for two sampling periods; the first of which would begin in November 2010, and the second occurring in July 2011.

Blue Lake Rancheria

The Blue Lake Rancheria consists of four businesses (a casino, restaurant, hotel, and a gas station), as well as a government building, and 30 households. This community disposes of approximately 450 tons of solid waste annually. Although the residential and commercial waste is collected co-mingled, the local hauler has agreed to separately haul the commercial and residential loads during the survey period to the Hawthorne Street transfer station.

The objective of the waste characterization study for the Blue Lake Rancheria is to obtain data in order to develop a waste management plan for the Tribe. This work will be grant funded, and as such the Rancheria needs to have preliminary data before the end of the calendar year. Due to funding constraints, responses to this RFP should include a quote for one sampling period for the Blue Lake Rancheria in November 2010.

Trinidad Rancheria

The Trinidad Rancheria consists of four businesses (a casino, deli, and two restaurants),² a harbor facility (boat launch where fish are processed), and 45 households. This community produces approximately 530 tons of waste annually. The residential and commercial waste is collected together, and the Rancheria staff is pursuing a cost quote from the local hauler to transport the waste separately to the Hawthorne Street transfer station during the sampling period.

The Trinidad Rancheria's objective is to gain a working knowledge of what is in the Tribe's waste stream and then formulate a waste management plan based on this information. Again, due to funding limitations, responses to this RFP should include a quote for one sampling period for the Trinidad Rancheria in November 2010.

¹ HWMA member agencies include the cities of Arcata, Blue Lake, Eureka, Ferndale, Rio Dell, and the unincorporated county areas.

² It should be noted here that one of the restaurants and the deli are co-located in the casino.

Humboldt State University (HSU)

Humboldt State University (HSU) has a population of approximately 9,000 persons during the academic year (August 20 – May 15). In addition to the offices and classrooms, HSU has three main dining areas, dormitories, a book store and a small convenience store. HSU generates approximately 988 tons of waste annually.

HSU has established aggressive traditional recycling and green waste diversion programs, and has voluntary small-scale food waste composting program. HSU self-hauls one truck load of waste weekly from miscellaneous campus operations. Eight local franchise trucks per week service the housing and dining areas, classrooms, and offices. Roll-off bins are utilized for construction projects and special events, and are hauled intermittently.

HSU's objectives are: 1.) Quantify the amount of recyclables remaining in the waste stream; 2.) Quantify the volume of food waste generated in the dining areas; and 3.) Assess the main constituents of the overall campus waste stream. In order to have an accurate depiction of campus activity, the sampling period needs to correspond with the times of year when school is in full session, and avoid time periods when students are returning from or leading into a break. Respondents to this RFP should provide a cost estimate for one sampling period for Humboldt State University in November 2010.

IV. Summary of overall objectives and services requested:

The overall objectives of the waste characterization study are to:

- 1.) Provide data so that HWMA and the member agencies can measure the effectiveness of waste diversion programs put into place after the initial 1992 Humboldt County waste characterization study.
- 2.) Provide data so that HWMA and the member agencies can identify waste streams to be targeted for future waste diversion programs and infrastructure development.
- 3.) Provide data to verify the quantity of food waste in the commercial and residential waste streams for the continued development of the food waste diversion project.
- 4.) Provide data to assist the Blue Lake and Trinidad Rancheria tribes in the development of an integrated waste management plan.
- 5.) Provide data for HSU to evaluate the effectiveness of its recycling program as well as target waste streams for future waste diversion programs.
- 6.) Provide data to determine the construction and demolition debris (C&D) recycling rate and potential for expansion of existing facilities.
- 7.) Provide data to measure the effectiveness of the hazardous waste collection program.

To Summarize, the regional coalition is seeking a cost estimate for a waste characterization study that will meet the distinct needs of each funding agency:

Partner agency	Waste stream data of interest	# of sampling periods
HWMA	Food, Construction and Demolition debris, Overall waste stream profile for all member agencies	2
Blue Lake Rancheria	Overall waste stream profile	1
Trinidad Rancheria	Overall waste stream profile	1
HSU	Recyclables, Food, Overall waste stream profile	1

All waste will be brought to the Hawthorne St. waste transfer station for sampling, and all logistics of waste transportation to the transfer station will be handled by the agency seeking the waste characterization. We expect that the firm hired to do this work will coordinate with the regional coalition to work through the necessary conditions that will ensure a statistically significant waste characterization study.

V. Scope of Services:

- For each regional partner (HWMA, the two Rancherias, and HSU) estimate by sampling the total amount of material and material type disposed annually.
 - Provide disposed material type estimates for **residential, commercial, and self-haul** subcategories for each regional partner and member agency. HWMA will provide the calculated total disposed waste and information on diversion programs for each of the member agencies.
- Survey, sample, and identify the quantities of materials consistent with the material type categories listed in the CalRecycle (formerly CIWMB) state-wide waste characterization study.³ It is expected that the firm selected will work with HWMA and the partner agencies to determine the number and type of sub categories to be included within the main material categories.
- Contractors shall adhere to the “Minimum Health and Safety Guidelines for Waste Characterization Studies” as defined by CalRecycle.⁴
- Provide separate disposal profiles (within the final report) for each of the member jurisdictions, the county, the two tribal agencies, and HSU.
- Explain all methodologies, calculations, formulas and assumptions used in the analysis. Sufficient information should be provided so that an individual agency can perform a comparable, in-house study to measure diversion program efficacy in the future.
- Identify and explain potential error sources.

³ Table 7 from this study shows the material types. This table can be seen at: <http://www.calrecycle.ca.gov/Publications/General/Extracts/2009023/Tables.pdf> . Definitions of the CalRecycle material types can be found at: <http://www.calrecycle.ca.gov/wastechar/MatDefs.htm> . The complete 2008 study can be found at: [Publications Home Page: CalRecycle](#)

⁴ These standards can be viewed at: <http://www.calrecycle.ca.gov/wastechar/HowTo/HealthGuide.htm> .

7. Identify and resolve inconsistencies within the data and develop sensitivity analyses for possible errors.
8. Submit preliminary progress reports and a final report documenting the results of this project. This should include:
 - a. A digital copy of all preliminary reports.
 - b. Five (5) copies of a stand-alone executive summary and the final report. All hard-copy reports shall be double-sided and printed on recycled paper with post-consumer content.
 - c. Complete copy of the executive summary and final report in electronic format compatible with agency software.
 - d. All raw data shall be submitted in compatible software and in an agency-approved format.

VI. Schedule:

The schedule for this RFP solicitation is shown below. It should be noted that once a firm is selected, a kick-off meeting will be scheduled within the first two weeks of the contract period.

Waste characterization RFP Schedule	
Procurement Activity	Date
HWMA releases RFP for waste characterization study	07/09/10
Deadline for applicants to submit written questions or comments	07/28/10
HWMA will respond to written questions and amend RFP if necessary	08/02/10
Proposal Due at 5:00pm (PST)	08/20/10
HWMA may request clarification of proposal information	8/23 through 8/27
HWMA may interview short-listed proposals (phone interview)	08/30/10
HWMA review panel selects proposal for recommendation to board	09/01/10
HWMA Board reviews and approves selected contractor	09/09/10
HWMA notifies selected contractor	09/10/10
Anticipated start of first sampling interval	November 2010
Anticipated start of second sampling interval	July 2011

VII. Response Requirements:

Responses must be received in a sealed envelope marked on the outside "RFP for Waste Characterization Study". Responses must be received by **5:00pm on Friday August 20, 2010**. Responses to the RFP should consist of five double-sided copies on recycled paper with post consumer content. **Please do not use plastic covers.** As per HWMA policy, electronic submissions will not be accepted.

Proposals shall include the following:

- 1.) A cover letter identifying the consultant team, including the name of the applicant, and the applicant's principal place of business. The letter is to be signed by an officer of the firm authorized to contract with the Authority.
- 2.) A short (1 paragraph) description of the qualifications and experience of all key persons who would be involved in providing the requested service. Resumes of up to three key

persons may also be included (but are not required) and should not exceed two pages each.

- 3.) If applicable, provide a list of all subcontractors that will be utilized to complete the work, including a short description of the subcontractor's qualifications and experience as well as the part of the contract they will perform.
- 4.) A list of three references from completed contract work under which services similar to the required services were performed including date and contact information. If your firm has not completed three waste characterizations under other contracts, provide references for, and a description of, your firm's experience in related fields that would demonstrate your capabilities to perform the services requested.
- 5.) An outline description of the scope of services to be provided including deliverables and an estimated timeline.
- 6.) A budget listing the cost by main tasks. At a minimum this should include:
 - a. the cost associated with the development of the survey methodology,
 - b. the physical waste sampling costs (i.e. travel, accommodations, labor, and per diem),
 - c. the cost of data analysis, and
 - d. the cost for final report writing.
- 7.) **For billing purposes, budgets must include the survey cost breakdown for each of the partner agencies (i.e. HWMA, each of the two tribal agencies, and HSU).** This can be accomplished by assigning a percent of the cost of each of the main tasks to each partner agency (e.g., Survey methodology development: HWMA 70%, \$X; HSU 15%, \$X; Blue Lake Rancheria 7.5%, \$X; Trinidad Rancheria 7.5%, \$X etc.). Please note that the percentages given in the example are for explanatory purposes only, and do not reflect any determination of cost assignment on HWMA's part.
- 8.) A schedule for completing the work. The sampling period is one year, and should comply with the needs of the partner agencies. Estimated start date is November 1, 2010.
- 9.) A conflict of interest statement noting financial interests in projects or companies doing business in Humboldt County that may raise a conflict.
- 10.) Proof of insurance coverage (See Appendix A).

Proposers are encouraged to visit the agency website www.hwma.net or send questions via e-mail in order to obtain information deemed necessary to respond to the RFP. The HWMA contact person for this contract is Juliette Bohn, Program Analyst, e-mail: jbohn@hwma.net . Questions and answers will be posted on the HWMA website.

VIII. Review Criteria:

Authority staff will review each response to the Request for Proposals and may interview some or all of the respondents. **Proposers should reserve August 30, 2010 as a potential interview date.** Staff may request that a firm clarify, supplement or modify certain aspects of the information submitted. In making a selection, the review panel 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 criteria:

1. Overall waste characterization study approach, including identification of areas requiring HWMA staff assistance,
2. Demonstrated understanding of the waste characterization goals for each of the project partners,
3. Completeness and conciseness of responses,
4. Relevant work experience and qualifications of key project team members,
5. Cost-efficiency, and
6. References.

IX. Contract and Payment Process:

The firm chosen to complete the project will be required to enter into the Authority's standard agreement for consulting services. A sample contract is included in Appendix A. The contractor will be paid upon submission of an invoice and acceptable project progress as evidenced by preliminary progress reports submitted in an agreed upon format.

X. 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.

Appendix A

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: _____