



**REQUEST FOR PROPOSALS:
(RFP No. DPW2023-001)**

**SB 1383 Edible Food Recovery Program Management
For Humboldt County and Participating Jurisdictions**

Humboldt County, California

Date Issued: March 2, 2023

Proposals Due: March 31, 2023 (Received by 4 p.m.)

**Humboldt County Public Works
1106 Second Street
Eureka, California 95501
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REQUEST FOR PROPOSALS – RFP NO. DPW2023-001
PROVISION OF SB 1383 EDIBLE FOOD RECOVERY PROGRAM MANAGEMENT SERVICES FOR HUMBOLDT
COUNTY AND PARTICIPATING JURISDICTIONS

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1.0 DEFINITIONS:

1.1 Terms:

- A. Addenda.** As used herein, the term “Addenda” refers to an amendment or modification to this Request for Proposals.
- B. Contractor.** As used herein, the term “Contractor” refers to the selected Proposer(s) to whom the County has awarded a Contract for the Project.
- C. County.** As used herein, the term “County” refers to the County of Humboldt, a political subdivision of the State of California, acting through its Department of Public Works – Solid Waste Division.
- D. Participating Jurisdictions.** As used herein, the term “Participating Jurisdictions” collectively refers to all the incorporated municipalities within Humboldt County participating in this program and could include the Cities of Arcata, Eureka, Blue Lake, Trinidad, Fortuna, Ferndale, and Rio Dell.
- E. Professional Services Agreement.** As used herein, the term “Professional Services Agreement” refers to the contract between the County and the Successful Proposer regarding the provision of the professional edible food recovery program management services set forth in this Request for Proposals.
- F. Project.** As used herein, the term “Project” refers to the entire Services described in this RFP. Services may constitute the whole or part of the Project.
- G. Proposal.** As used herein, the term “Proposal” refers to the document or documents submitted by a Proposer in response to this Request for Proposals.
- H. Proposer.** As used herein, the term “Proposer” refers to any individual, agency, firm or company submitting a Proposal in response to this Request for Proposals.
- I. RFP.** As used herein, the term “RFP” refers to this Request for Proposals and all of its attachments, including documents and other items from the County and participating jurisdictions.
- J. Services.** As used herein, the term “Services” refers to the work, labor, tasks, operations, activities, materials, supplies, equipment, deliverables, duties, and obligations described in this RFP.
- K. Subcontractor.** As used herein, the term “Subcontractor” refers to a contractor, supplier, vendor, person, entity, or organization whom the Contractor hires, employs, or uses on Contractor’s behalf to provide, perform, or fulfill a portion of the Services.

- L. **Successful Proposer.** As used herein, the term “Successful Proposer” refers to the agency, firm or company that the County chooses to enter into a final Professional Services Agreement with after the review, evaluation, selection, contract negotiation and approval processes set forth in this Request for Proposals have been completed.

2.0 **INTRODUCTION:**

2.1 **Statement of Purpose:**

The County of Humboldt (“County”), by and through its Department of Public Works – Solid Waste Division, is issuing this Request for Proposals (“RFP”) to retain an experienced and qualified consulting firm to manage and provide technical support services (“Services”) to represent the County and participating jurisdictions in assisting with planning and implementation of programs associated with compliance of the “Short-Lived Climate Pollutant Reduction Act” (SB 1383) Edible Food Recovery Program requirements (“Project”). The Successful Proposer must have the ability to provide trained and experienced personnel and staff to perform the Services set forth in this RFP, which include, without limitation, project management, knowledge of and experience in edible food recovery programs and solid waste diversion programs, capacity and compliance assessments, public outreach, education and training, program development and communications, recordkeeping and reporting, and evaluation expertise. It should be noted that this RFP is a non-binding solicitation for such Services and may be canceled by the County at any time.

2.2 **Project Background:**

SB 1383 serves as a statewide effort to reduce emissions of short-lived climate pollutants and sets the following targets:

1. Reduce statewide disposal of organic waste by 50% by January 1, 2020 and by 75% by January 1, 2025 (based on 2014 levels).
2. Recover at least 20% of currently disposed edible food for human consumption by 2025.

The California Department of Resources Recycling and Recovery (CalRecycle) created regulatory standards for SB 1383. The finalized guidelines can be found at <https://www.calrecycle.ca.gov/organics/slcp/>. The Cities of Arcata, Eureka, and Fortuna and the County of Humboldt all submitted a Notice of Intent to Comply (NOIC) to CalRecycle. Civil penalties will be waived if these jurisdictions comply with their Corrective Action Plans.

To meet the edible food recovery goal, SB 1383 regulations have placed requirements on eligible businesses and require them to establish food rescue programs. The food rescue regulations were to start January 1, 2022 with the largest generators, known as “Tier 1” generators, which include large food distributors, food service providers, wholesale food vendors, grocery stores with facilities larger than 10,000 square feet, and supermarkets with revenue greater than \$2 million. By January 1, 2024, the regulations will expand to include “Tier 2” generators which include restaurants with facilities greater than 5,000 sq. ft. or more than 250 seats, hotels with on-site food facilities and more than 200 rooms, local education agencies with an onsite food facility, large events and venues, state agency cafeterias that are greater than 5,000 sq. ft. or more than 250 seats, health facilities with an onsite food facility and more than 100 beds, and non-local entities. SB 1383 regulations mandate that all California jurisdictions must implement an edible food

recovery program that educates commercial edible food generators, increases commercial edible food generator access to food recovery organizations and food recovery services, and monitors commercial edible food generator compliance. In addition, municipal jurisdictions that do not have sufficient edible food recovery capacity must increase their capacity as required by Section 18992.2 of the adopted guidelines. Humboldt County and participating jurisdictions are seeking a qualified firm to ensure SB 1383 edible food recovery requirements are being met.

It is the desire of Humboldt County and participating jurisdictions to coordinate and work in concert on this effort. The County of Humboldt Department of Public Works will oversee the management of this RFP. The municipalities of City of Eureka, City of Arcata, City of Fortuna, City of Blue Lake, City of Rio Dell, City of Ferndale, and City of Trinidad will collaborate with the County of Humboldt on the implementation of an Edible Food Recovery Program required as part of SB 1383, the “Short-Lived Climate Pollutant Reduction Act”. The selected Consultant will act as lead for the Edible Food Recovery Program for all participating jurisdictions. The Humboldt County Department of Environmental Health (DEH) will be conducting inspections of Tier One and Tier Two generators. The selected Consultant will be responsible for collecting and retaining contracts between Tier One and Tier Two generators and Food Recovery Organizations and Food Recovery Services as well as receiving and referring inspection reports to Humboldt County Public Works (PW), Humboldt County Code Enforcement Unit (CEU), or the respective jurisdictions’ designee for enforcement action. The Scope of Work, to be developed by the Proposer, is expected to aid PW, DEH and CEU communications with each individual municipal jurisdiction in their respective establishment of an Edible Food Recovery Program, ensure jurisdictions maintain compliance with SB 1383 edible food recovery requirements, implement critical pathways for the expansion of food recovery, and identify new program needs and policies as appropriate.

2.3 Regional Description

Humboldt County is located on the coast of northern California, approximately 250 miles north of San Francisco. The County is over 4,050 square miles with a total County population of approximately 134,740 according to the 2020 census.

In 2018, a CalRecycle Waste Characterization Study found that 2.84% of waste in California is edible food and also in 2018, Humboldt County as a whole disposed of 105,701 tons of solid waste. As such, Humboldt County is disposing of 3,588 tons of edible food. CalRecycle has set a statewide target to recover 20% of the potentially donatable tons from current disposal by 2025 which the County also aims to meet. At current rates, this would suggest that at least 718 tons of food per year should be rescued within Humboldt County.

2.4 Edible Food Recovery Generators, Services and Organizations

In 2022, Edgar & Associates and Abound Food Care were contracted by the Humboldt Waste Management Authority (HWMA), on behalf of its member jurisdictions to complete an Edible Food Recovery Capacity Study for Humboldt County. HWMA was established by a Joint Powers Agreement comprised of the County of Humboldt and the Cities of Arcata, Blue Lake, Eureka, Ferndale and Rio Dell in 1999. The report developed by Edgar & Associates determined that Humboldt County has 37 confirmed active pantries and one food bank, Food for People, which service the county as a whole. Food for People collects food donations from food donors and either delivers it to their partner food pantries or takes it back to their warehouse locations to sort the

product for pickup by the food pantry network. Food for People also connects food pantries with donors and coordinates pickup dates and times. Most of the food donations in the County are coordinated through the food bank, who assist with the administration, tracking and agreement components of the operations.

A survey of Humboldt County Tier 1 generators conducted by Abound Food Care on behalf of the HWMA in December 2021 showed that as many as 54 generators are required to have food donation programs to be compliant with SB 1383. Of those, 33 are participating in edible food recovery programs and 21 will need to begin edible food recovery programs.

Summary of Humboldt County Generators

TIER 1:		TIER 2:	
Yes Participating	33	Yes Participating	44
Not Participating	10	Not Participating	53
Non-Responsive	11	Non-Responsive	33
Total Tier 1 Generators	54	Total Tier 2 Generators	130
Did Not Qualify	30	Did Not Qualify	83
Closed	11	Closed	23
Total Generators Called	95	Total Generators Called	236

Tier 1 Generator Compliance Summary

Jurisdiction	Participating	Not Participating
Eureka	12	13
Arcata	10	4
Fortuna	3	1
Humboldt Unincorporated Cities	7	0
Ferndale	0	1
Rio Dell	0	0
Trinidad	0	1
Blue Lake	1	2
Total	33	21

2.5 Process Overview:

Information received as part of the Proposals submitted in response to this RFP shall be objectively evaluated to identify the Proposer that is best qualified to provide the Services set forth herein. At the conclusion of the review, evaluation, selection, contract negotiation and approval processes set forth in this RFP, a final Professional Services Agreement pertaining to the provision of the Services set forth herein will be awarded to the Successful Proposer. The final Professional Services Agreement resulting from this RFP process will require twelve (12) months of service from the Proposer and shall expire after twelve (12) months unless the term thereof is extended through a written amendment to the Professional Services Agreement.

3.0 PRELIMINARY SCOPE OF SERVICES:

3.1 Outline of Anticipated Services:

This project intends to result in a comprehensive and coordinated regional Edible Food Recovery program including, but not limited to, policies, procedures, programs, and recommendations for

Humboldt County and participating jurisdictions to meet state edible food recovery compliance requirements under SB 1383 for each of their individual jurisdictions. It is requested that Proposers describe their recommended approach to completing the work based on their experience and understanding of the project as well as recommending any alternatives that may enhance the project or reduce costs.

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

The outline of anticipated services presented herein is for the primary purpose of allowing the County to compare Proposals submitted in response to this RFP. The precise scope of services that will be incorporated into the final Professional Services Agreement resulting from this RFP process shall be the subject of negotiations between the County and the Successful Proposer.

Task 1 **Project Management (5% of project)**

Task 1.1 Project Management Update Meetings
Beginning with a Kickoff meeting to review scope, schedule, project goals, and key issues, the Consultant shall facilitate approximately 6-8 meetings with the Regional Team to solicit feedback on draft deliverables.

Deliverables: Meeting agendas, notes and other relevant materials for kickoff meeting and subsequent Project Update meetings.

Task 1.2 Project Team Coordination
Lead monthly project team meetings and maintain regular phone and e-mail correspondence and other communications with Humboldt County and participating jurisdictions to ensure that the tasks listed in this SOW stay on schedule and within budget.

Deliverables: Meeting notifications, agendas, and notes.

Task 1.3 Invoicing and Task Reports
The Consultant shall prepare monthly invoices to Humboldt County with a breakdown of hours for payment of labor and expenses along with Task Reports detailing all activities performed to meet the goals of this RFP.

Deliverables: Monthly invoices with attached Task Reports.

Task 2 **Capacity and Compliance Assessments (10% of project)**

Task 2.1 Tier 1 and Tier 2 Edible Food Waste Generators Compliance Vetting and Assessment

The Consultant shall coordinate with County Department of Environmental Health to review and vet the County's and each participating jurisdiction's existing list of Tier 1 and Tier 2 edible food waste generators and update as necessary. The Consultant shall assess current compliance

statuses of commercial Tier 1 and Tier 2 generators to ensure they have existing contracts or written agreements with edible food recovery services or organizations and will maintain copies of those contracts. The scope of this task shall ensure compliance with Sections 18985.2 18991.1, 18991.2, 18992.2, and 18994.2 of the Adopted SB 1383 Guidelines.

Deliverables: A technical memorandum providing current details on County of Humboldt and participating jurisdictions' Tier 1 and Tier 2 edible food waste generators, their statuses on their participation in edible food donation programs, their SB 1383 edible food recovery compliance statuses of such edible food donation programs, and steps necessary to achieve compliance. The report shall be compiled in the form of one regional document, with the information on each participating jurisdiction formatted by sections.

Task 3 Public Outreach and Education (30% of project)

Task 3.1 Develop Outreach and Education Plan

The Consultant shall develop and propose an outreach and education plan and timeline for participating jurisdictions' Tier 1 and Tier 2 edible food waste generators and stakeholder groups and specify plans to incorporate communication, marketing, and outreach/education efforts. The plan should include a description of its strategy for participating in community collaborations, partnerships and networking opportunities that enhance and expand Edible Food Recovery programs and initiatives and identify the education and outreach necessary to meet the minimum requirements of SB1383. The scope of this task shall ensure compliance with Sections 18985.1, 18985.2, 18985.3, 18994.2, 18995.1, and 18995.2 of the Adopted SB 1383 Guidelines.

Deliverables: Develop a detailed report outlining strategies and necessary tasks to complete education and outreach requirements of SB 1383. The report shall include an implementation strategy for developing and distributing education and informational materials to compliant and non-compliant generators, donors, and non-profit organizations while also supporting outreach efforts to retail food donors, school districts, municipalities, and future partners.

Task 3.2 Implement Outreach and Education Plan

Upon approval by the Regional Team, the Consultant shall implement the proposed outreach and education plan. The Consultant shall develop public outreach and education campaigns consisting of but not limited to flyers, brochures, press releases, posters, presentations, websites, and social media to educate the public about hunger, food waste and food donations as well as end-user access to emergency food. All materials developed, produced, and disseminated for the outreach and education plan shall be based on resources provided by CalRecycle and each jurisdiction shall be funded through the Consultant's overall budget. All materials must be provided in English and Spanish. The scope of this task shall ensure compliance with Sections 18991.1 and 18985.2 of the Adopted SB 1383 Guidelines.

Deliverables: Implement approved Outreach and Education Plan. Copies of all education and outreach materials developed. Develop quarterly reports to update jurisdictions on developed and conducted outreach and education efforts.

Task 4 Program Development and Communications (35% of project)

Task 4.1 Development of Program Procedures, Processes and Materials

The Consultant will maintain and annually update a list of all edible food recovery organizations and food recovery services and annually provide information on the edible food recovery program to commercial edible food generators. The Consultant will develop (or modify appropriate existing) template contracts for use between Tier One and Tier Two Generators and food recovery services and/or organizations. The Consultant shall develop other relevant forms and tracking systems as required and/or necessary for compliant Edible Food Recovery Program procedures and processes. The scope of this task shall ensure compliance with Sections 18985.1, 18985.2, 18985.3, and 18991.2 of the Adopted SB 1383 Guidelines.

Deliverables: Develop List of edible food recovery organizations and edible food recovery services operating within each jurisdiction. Provide information about the Edible Food Recovery Program to commercial edible food generators. Develop written procedures and processes for Edible Food Recovery program operations, communications, and enforcement. Develop and disseminate contract templates and/or other relevant tracking materials for Tier One and Tier Two Generators.

Task 4.2 Countywide Edible Food Recovery Program Liaison

The Consultant will develop and define procedures and processes for the Edible Food Recovery program and shall track and communicate program needs and accomplishments. The Consultant shall serve as the intermediary between the Edible Food Recovery program, Humboldt County Department of Environmental Health, and all jurisdictions to facilitate communications between Tier One and Tier Two Generators and jurisdictions to ensure compliance takes place. The scope of this task shall ensure compliance with Sections 18985.2, 18985.3, 18991.2, 18991.3, 18994.2, 18995.1, and 18995.2 of the Adopted SB 1383 Guidelines.

Deliverables: Provide meeting agendas for relevant meetings attended. Provide quarterly reports detailing the overall status of Edible Food Recovery Program activities, processes, procedures, and other relevant program updates. Provide copies of relevant emails or other communications as appropriate.

Task 5 Recordkeeping and Reporting (15% of project)

Task 5.1 Inspection and Enforcement Records and Reporting

Tier I and Tier II Generators are required to maintain a registration with the Humboldt County Division of Environmental Health (DEH) and receive one inspection by DEH per year. These inspection reports will be provided to the Consultant to maintain for recordkeeping and to communicate instances of non-compliance to relevant jurisdictions. The contractor shall also keep and maintain records of all complaints, Notices of Violations, penalty orders, and other enforcement actions related to the edible food recovery program along with copies of the utilized inspection checklists/forms, photos or other documentation taken, and inspection outcomes. The Consultant shall provide required inspection and enforcement records to Humboldt County and to appropriate relevant jurisdictions for their Implementation Record as well as to Tier 1 and Tier 2 generators and edible food recovery services and organizations. The Consultant shall also assist with providing information and documents to ensure the County meets its annual reporting requirements. The scope of this task shall ensure compliance with Sections 18985.3, 18991.2, 18994.2, 18995.1, 18995.2, 18995.3, and 18995.4 of the Adopted SB 1383

Guidelines.

Deliverables: Maintain copies of all inspection and enforcement forms and actions and provide copies of forms and actions to the County and appropriate jurisdictions. Develop quarterly reports listing all inspection and enforcement forms and actions taken for each jurisdiction. Provide updates on conducted inspections and enforcement actions during project update meetings.

Task 5.2 Education Records and Reporting

The Consultant shall keep and maintain records of all Edible Food Recovery Program education and outreach efforts. The records shall include the date and to whom the information was disseminated, or direct contact made and forwarded to the appropriate jurisdiction for their Implementation Record. The scope of this task shall ensure compliance with Sections 18985.1, 18985.2, 18985.3 and 18995.2 of the Adopted SB 1383 Guidelines.

Deliverables: Maintain copies of all education and outreach materials distributed and/or conducted and provide copies of disseminated education and outreach materials to relevant jurisdiction quarterly. Develop and maintain a recordkeeping spreadsheet or system to track the type of education, dates education was provided, and details on the number of outreach recipients to relevant jurisdictions.

Task 5.3 General Program Recordkeeping

The Consultant shall maintain copies of generator contracts with food recovery services and/or organizations, track and communicate program needs, deficiencies, and accomplishments for the Edible Food Recovery program to each relevant jurisdiction. The scope of this task shall ensure compliance with Sections 18991.2, 18994.1, 18994.2, 18995.1 and 18995.2 of the Adopted SB 1383 Guidelines.

Deliverables: Maintain copies of all generator contracts with food recovery services and/or organizations. Develop and maintain a recordkeeping spreadsheet or system to coordinate, communicate, and share records and information associated with general procedures and processes with jurisdictions, Edible Food Generators, and partners.

Task 6 Evaluation & Recommendations for Funding Options (5% of project)

Task 6.1 Funding Research and Development

The Consultant will investigate opportunities for sustainable funding sources to support the development of necessary edible food recovery infrastructure and ongoing edible food recovery programs.

Deliverables: Quarterly emails with detailed updates on sustainable funding source research findings.

Task 6.2 Funding Recommendations

The Consultant will provide suggested recommendations for sustainable funding sources and mechanisms to support the development and maintenance of edible food recovery infrastructure and ongoing edible food recovery programs and services.

Deliverables: Develop a technical memorandum on opportunities for jurisdictions to fund ongoing edible food recovery program needs.

3.2 Project Development:

The County anticipates that the Successful Proposer will maintain timely and regular communication with the County throughout the term of the final Professional Services Agreement resulting from this RFP process in order to plan and organize information, including, without limitation, scheduling field work and participating in regular planning and coordination meetings.

4.0 REQUIREMENTS STATEMENT:

4.1 Eligibility Requirements:

A. Required Qualifications. In order to be considered for award of a Professional Services Agreement pursuant to this RFP process, Proposers must possess, at a minimum, all of the following qualifications:

1. At least five (5) years of experience in providing services equivalent to those set forth in this RFP, preferably to public agencies.
2. Familiarity with any and all local, state and federal regulations, codes, standards and best practices applicable to the provision of the Services set forth in this RFP.
3. Knowledge of the standard methods, techniques and practices applicable to the provision of the Services set forth in this RFP.
4. Ability to work long hours as necessitated by site work.
5. Good verbal and written communication skills.

B. Required Personnel. In order to be considered for award of a Professional Services Agreement pursuant to this RFP process, Proposers must have personnel that are capable of, and experienced in, performing the Services set forth herein with minimal instruction. The types of personnel that Proposers must have available shall include, without limitation, professional and experienced natural resource and/or waste management staff that are responsible for providing, coordinating and scheduling services equivalent to those set forth in this RFP.

4.2 Licensure, Certification and Accreditation Requirements:

In order to be considered for award of a Professional Services Agreement pursuant to this RFP process, Proposers must be in compliance with any and all applicable local, state and federal licensure, certification and accreditation requirements and standards.

5.0 SCHEDULE OF EVENTS:

The following schedule of events represents the County's best estimate of the schedule that will be followed with regard to this RFP process. Unless otherwise specified, the time of day for the following

events shall be between 8:00 a.m. and 5:00 p.m. Pacific Standard Time (“PST”). The County hereby reserves the right, at its sole discretion, to modify this tentative schedule as it deems necessary, including, without limitation, extending the deadline for submission of Proposals.

EVENT	DATE
RFP Issued by the County:	March 2, 2023
Deadline for Submission of Questions:	March 13, 2023 4:00 p.m. PST
Deadline for Responses to Questions:	March 20, 2023 5:00 p.m. PST
Deadline for Proposals to be Received:	March 31, 2023 4:00 p.m. PST
Completion of the Evaluation and Selection Process:	April 27, 2023
Finalization of Professional Services Agreement:	May 8, 2023
Recommendation of Award to Board of Supervisors:	June 6, 2023
Start Date of Professional Services Agreement:	June 12, 2023
Expiration Date of Professional Services Agreement:	December 31, 2024

6.0 GENERAL REQUIREMENTS AND INFORMATION REGARDING PROPOSALS:

6.1 Proposal Submission. Proposers shall prepare and submit six (6) hard copies and one (1) electronic copy of the Proposal, in PDF format, by 4:00 p.m. PST, on March 31, 2023. Electronic proposals must be transmitted via email with the subject line indicated as “RFP No. DPW2023-001.” The transmitting email may either contain the Proposal as an attachment or a file transfer link to the Proposal. Hard copies must be typed on 8.5” x 11” paper, on a minimum 30% Post Consumer Content (PCC) recycled paper (excluding cover letter and attachments). The proposal should include, at a minimum, the information in sectionalized format addressing all phases of the work in the RFP. Proposals that are not signed by an individual authorized to bind the Proposer shall be considered non-responsive and rejected by the County. Proposals submitted in response to this RFP shall be sent to the County electronically at the following address:

COUNTY: Humboldt County Department of Public Works – Solid Waste Division
Attention: Jennifer Weiss, Program Coordinator
Email: jweiss@co.humboldt.ca.us

Proposals submitted to any other County office or received after the time and date for submittal will be rejected. It is the sole responsibility of the Proposer to ensure that its Proposal is received before the submittal deadline. However, nothing in this RFP precludes the County from extending the submittal deadline, or from requesting additional information at any time during the Proposal evaluation process.

6.2 Withdrawal of Submitted Proposals:

A Proposer may withdraw its Proposal at any time prior to the deadline for submission of Proposals by submitting a written notification of withdrawal signed by the Proposer or an authorized representative thereof. Proposals will become the County’s property after the submittal deadline has passed.

6.3 Proposal Modification:

Any Proposer who wishes to make modifications to a submitted Proposal must withdraw its initial Proposal as required by this RFP. It is the responsibility of the Proposer to ensure that a modified Proposal is resubmitted as required by this RFP before the designated deadline for submission of Proposals has passed. Proposals may not be changed or modified after the submission deadline.

6.4 Proposer Investigations:

Before submitting a Proposal, each Proposer shall make all investigations and examinations necessary to ascertain its ability to perform the Services set forth in this RFP in accordance with the requirements and standards described herein. In addition, each Proposer shall verify any representations made by the County that the Proposer will rely upon. Failure to conduct such investigations and examinations will not relieve the Successful Proposer from its obligation to comply with any and all provisions and requirements set forth in this RFP. In addition, a Proposer's lack of due diligence will not be accepted as a basis for any claim for monetary consideration on the part of the Proposer.

6.5 Public Records and Trade Secrets:

All Proposals and materials submitted in response to this RFP shall become the County's property, and are subject to disclosure under the Public Records Act, California Government Code Sections 6250, *et seq.* This RFP, and all Proposals submitted in response hereto, are considered public information, except for specifically identified trade secrets, which will be handled according to any and all applicable local, state and federal laws, regulations and standards. Any portion of the Proposal that is deemed to be a trade secret by the Proposer shall be clearly marked "Proprietary Information" at the top of the page in at least one-half (1/2) inch letters. Specifically identified proprietary information will not be released, if the Proposer agrees to indemnify and defend the County in any action brought to disclose such information. By submitting a Proposal in response to this RFP, the Proposer agrees that the County's failure to contact the Proposer prior to the release of any proprietary information contained therein will not be a basis for liability by the County.

6.6 Conflict of Interest:

By submitting a Proposal in response to this RFP, each Proposer warrants and covenants that no official, employee of the County, or any business entity in which an official or employee of the County has an interest, has been employed or retained to assist in the preparation or submission of the Proposal, nor that any such person will be employed in the performance of the Professional Services Agreement resulting from this RFP process without immediate divulgence of such fact to the County.

6.7 Expenses Incurred in Preparing Proposals:

The County accepts no responsibility for, and shall not pay, any costs resulting from, or associated with, a Proposer's participation in this RFP process, including, without limitation, the preparation and presentation of a Proposal.

6.8 Right to Reject Proposals:

The County reserves the unqualified right to reject any and all Proposals or to waive, at its sole discretion, any irregularity which the County deems reasonably correctable or otherwise not warranting rejection of a Proposal.

7.0 REQUIRED FORMAT OF PROPOSALS:

7.1 General Instructions and Information:

- A. Content Requirements.** In order for Proposals to be considered for award of a Professional Services Agreement pursuant to this RFP process, all of the following conditions must be satisfied:
1. Proposals must be submitted in accordance with the requirements set forth in this RFP and contain all required attachments, including, without limitation, a signed Signature Affidavit.
 2. Proposals must be complete and specific unto themselves. For example, “*See Enclosed Manual or Brochure*” will not be considered an acceptable response.
 3. Proposals must contain information sufficient to enable the County to properly evaluate the Proposer’s ability to provide the Services set forth in this RFP.
 4. All information, statements, letters and other documentation and attachments required by this RFP must be included with the original Proposal and the electronic copy thereof.
 5. Receipt of all Addenda to this RFP, if any, must be acknowledged on the bottom of the Signature Affidavit sheet attached to the Proposal.
- B. Formatting Requirements.** In order to be considered for award of a Professional Services Agreement pursuant to this RFP process, Proposals shall include all of the sections set forth below. Failure to follow the format set forth herein may result in the rejection of the Proposal.
- 1.0 Introductory Letter
 - 2.0 Signature Affidavit
 - 3.0 Table of Contents
 - 4.0 Business Profile
 - 5.0 Quality Assurance Capabilities
 - 6.0 References
 - 7.0 Evidence of Insurability and Business Licenses
 - 8.0 Exceptions, Objections and Requested Changes
 - 9.0 Required Attachments

7.2 Introductory Letter:

The introductory letter shall, in one (1) page or less, describe the Proposer’s qualifications and experience regarding the provision of the Services set forth in this RFP. The introductory letter must provide the Proposer’s contact information, list any subcontractors that will be retained to perform the Services set forth in this RFP, and identify any and all offices where such Services will be performed. The introductory letter shall be signed in blue ink by an authorized representative of the Proposer.

7.3 Signature Affidavit:

Each Proposal must contain a signed and completed Signature Affidavit, which is attached to this RFP as Attachment A – Signature Affidavit and incorporated herein by reference as if set forth in full. The Signature Affidavit must be signed by an authorized representative of the Proposer. Signature authorization on the Signature Affidavit shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy authorized by law, including, without limitation, the termination of the final Professional Services Agreement resulting from this RFP process. Receipt of all Addenda, if any, must be acknowledged on the bottom of the Signature Affidavit.

7.4 Table of Contents:

Proposals shall include a table of contents that identifies submitted material by sections 1.0 through 9.0, and any subsections thereof, in the order listed above with sequential page numbers.

7.5 Business Profile:

Proposals shall include a clear and concise narrative which identifies the Proposer's ability to provide the Services set forth in this RFP.

- A. Company Overview.** The business profile must include an overview of the business structure and operation of the Proposer's firm. The company overview should include, at a minimum, all of the following items:
- 1.** The Proposer's business name, physical location, mission statement, legal business status, and current staffing levels.
 - 2.** A detailed description of the Proposer's current and previous business activities, including, without limitation:
 - a.** The history of the Proposer's business, including, without limitation, the date when the business was founded and how innovation and high-quality performance is fostered thereby.
 - b.** The number of years the Proposer has been operating under the present business name, and any prior business names under which the Proposer has provided services equivalent to those set forth in this RFP.
 - c.** The number of years the Proposer has been providing services equivalent to those set forth in this RFP.
 - d.** The total number of government agencies for which the Proposer has provided services equivalent to those set forth in this RFP.
 - 3.** A detailed description of any litigation regarding the provision of services equivalent to those set forth in this RFP that has been brought by or against the Proposer, including, without limitation, the nature and result of such litigation, if applicable.

4. A detailed description of any fraud convictions related to the performance of public contracts, if applicable.
 5. A detailed description of any current or prior debarments, suspensions, or other ineligibility to participate in public contracts, if applicable.
 6. A detailed description of any violations of local, state, and/or federal industry or regulatory requirements, if applicable.
 7. A detailed description of any controlling or financial interest the Proposer has in any other firms or organizations, or whether Proposer's business is owned or controlled by any other firm or organization. If the Proposer does not hold a controlling or financial interest in any other firms or organizations, that must be stated.
- B. Overview of Qualifications and Experience.** The business profile must include an overview of the Project Team's qualifications and experience regarding the provision of services equivalent to those set forth in this RFP. The overview of qualifications and experience should include, at a minimum, all of the following items:
1. Identification of the Project Team, including, without limitation, an organizational chart which identifies all key personnel and subcontractors that will be responsible for providing the Services set forth in this RFP.
 2. The number of staff members employed by the Proposer, and each subcontractor included in the Project Team, that are currently providing services equivalent to those set forth in this RFP.
 3. A detailed description of the Project Team's overall experience in providing services equivalent to those set forth in this RFP.
 4. A detailed description of the Project Team's overall knowledge of the requirements pertaining to the provision of services equivalent to those set forth in this RFP.
 5. A detailed description of the qualifications and experience of each Project Team member regarding the provision of services equivalent to those set forth in this RFP, including, without limitation, job titles, responsibilities, special training, licenses, certifications and résumés of all key personnel that will be responsible for providing the Services set forth in this RFP.

7.6 Quality Assurance Capabilities:

- A. Description of Services.** Proposals shall include an overview of how the services provided by the Proposer will comply with the requirements set forth in this RFP. The description of services portion of the Proposal should include, at a minimum, all of the following items:
1. A description of each Project Team member's role and responsibilities regarding the provision of the Services set forth in this RFP.

2. A detailed description of any Services set forth in this RFP that will not be included in the services provided by the Project Team and the reason for the exclusion of such Services.
 3. A description of any and all procedural techniques that the Project Team will utilize in order to add value to the Services set forth in this RFP.
- B. Project Understanding and Quality Control.** Proposals shall include an overview of the Proposer's policies and procedures regarding quality control. The quality control overview should include, at a minimum, all of the following items:
1. A detailed description of the Proposer's understanding of the requirements, challenges and potential hurdles applicable to the provision of the Services set forth in this RFP.
 2. A detailed description of the management strategies that will be utilized by the Proposer in order to achieve the goals and objectives of the Project in an efficient and effective manner.
 3. A detailed description of the Proposer's ability to implement innovative management methods and techniques and identify opportunities for the use of such methods and techniques.
 4. A detailed description of the Proposer's subject matter expertise, and how such expertise will assure staff continuity and timely performance of the Services set forth in this RFP.
 5. A detailed description of the expected communication channels between the Proposer and the County to ensure that the Services set forth in this RFP will be performed to the County's satisfaction, including, without limitation, how potential problems will be resolved.

7.7 References:

- A. Reference Data Sheet.** Proposals shall include a Reference Data Sheet, which is attached to this RFP as Attachment B – Data Reference Sheet and incorporated herein by reference and as if set forth in full, containing performance information from of a minimum of three (3) former clients, preferably government entities, to whom the Proposer has provided services equivalent to those set forth in this RFP within the past five (5) years.
- B. Required Information.** The performance information provided with each reference must be clearly correlated to the Services and requirements set forth in this RFP. Each reference must include, at a minimum, all of the following items:
1. The name, physical address, e-mail address and telephone number for the current contact person of each referenced client.
 2. The dates of project commencement and completion for each referenced client.
 3. A detailed description of the services performed for, and the amount paid for the provision of such services by, each referenced client.

4. A detailed description of how the services provided by the Proposer led to the accomplishment of each referenced client's project objectives.
5. A detailed description of the outcome of each referenced client's project.
6. A detailed description of all work products prepared for each referenced client that are comparable to the documents that will be prepared pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process.
7. A verification that all information provided in the Reference Data Sheet is true and correct to the best of the Proposer's knowledge.

7.8 Evidence of Insurability and Business Licenses:

All Proposers shall submit evidence of eligibility for all insurances required by the sample Professional Services Agreement that is attached hereto as Attachment C – Sample Professional Services Agreement and incorporated herein by reference as if set forth in full. Upon the award of the final Professional Services Agreement, the Successful Proposer will have ten (10) calendar days to produce certificates of the required insurance, including, without limitation, a certified endorsement naming the County as an additional insured. However, Proposers should not purchase additional insurance until a final Professional Services Agreement has been awarded. In addition, Proposers shall certify the possession of all licenses and/or certifications required for the provision of the Services set forth in this RFP.

7.9 Exceptions, Objections and Requested Changes:

Proposers should carefully review the terms and conditions of this RFP and the sample Professional Services Agreement attached hereto. Any exceptions, objections or requested changes to this RFP, and/or the sample Professional Services Agreement attached hereto, shall be clearly identified and explained in the Proposal with supporting rationale. Descriptions of any exceptions, objections or requested changes should include the page and paragraph number of the referenced portion of this RFP and/or the sample Professional Services Agreement attached hereto. Protests based on any exception, objection or requested change to this RFP, and/or the sample Professional Services Agreement attached hereto, shall be considered waived and invalid by the County if the exception, objection or requested change is not clearly identified and explained in the Proposal.

7.10 Required Attachments:

Proposals that do not contain each of the following required attachments will be considered nonresponsive and rejected by the County:

- **Attachment 1 – RFP Signature Affidavit** (See Section 7.3 of this RFP)
- **Attachment 2 – Reference Data Sheet** (See Section 7.7 of this RFP)
- **Attachment 3 – Résumés for Key Personnel** (See Section 7.5(B)(5) of this RFP)

8.0 MODIFICATION AND CORRECTION OF PROPOSALS:

8.1 Requests for Clarification or Correction:

Proposers shall be responsible for meeting all of the requirements and specifications set forth in this RFP and the sample Professional Services Agreement attached hereto. If a Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, a written request for clarification or correction should be immediately submitted to the County electronically at the following address:

COUNTY: Humboldt County Department of Public Works – Solid Waste Division
Attention: Jennifer Weiss, Program Coordinator
Email: jweiss@co.humboldt.ca.us

Requests for clarification or correction and any other questions pertaining to this RFP process must be received by **4:00 p.m. PST March 13, 2023**. All responses to such requests for clarification or correction and written questions shall be issued by the County on or before **5:00 p.m. PST March 20, 2023**.

8.2 Addenda:

Any modifications to this RFP shall be made by written Addenda. Addenda to this RFP, if necessary, will be distributed via mail, email, or facsimile to all Proposers by the County and will be posted on the County's website. Addenda issued by the County interpreting or modifying any portion of this RFP shall be incorporated into the Proposal, if possible. The Addenda Cover Sheet shall be signed and dated by the Proposer and submitted to the County with the Proposal. Any oral communications concerning this RFP by County personnel are not binding on the County and shall in no way modify this RFP or the obligations of the County or any Proposers.

9.0 EVALUATION CRITERIA AND SELECTION PROCESS:

After Proposals are received and opened in accordance with the requirements set forth herein, the County will review and evaluate all Proposals for responsiveness to this RFP, in order to determine whether the Proposer possesses the qualifications necessary for the satisfactory performance of the Services set forth in this RFP. In evaluating the Proposals, the County will employ a one hundred (100) point competitive evaluation system with consideration given to each of the following categories:

- | | |
|---|------------------|
| • Relevant and Comparable Experience | 25 points |
| • Understanding of Relevant Objectives and Requirements | 35 points |
| • Proposed Service Provision and Staffing Plans | 15 points |
| • Ability to Provide High-Quality, Cost-Effective Services | 25 points |

All Proposals will be evaluated by an RFP Evaluation Committee made up of County staff members, participating jurisdiction staff members, and other parties that have expertise and/or experience in the types of services set forth in this RFP. The RFP Evaluation Committee may directly request clarification of Proposals from, and/or conduct interviews with, one (1) or more Proposers. The purpose of any such requests for clarification or interviews shall be to ensure the RFP Evaluation Committee's full understanding of the Proposals. If clarifications are made as a result of such discussions, the Proposer shall put such clarifications in writing. Any delay caused by a Proposer's failure to respond to direction from the County may lead to rejection of the Proposal.

The evaluation and selection process is designed to award the procurement to the Proposer with the best combination of attributes based upon the above-referenced evaluation criteria. Accordingly, Proposals will be evaluated against the evaluation criteria set forth in this RFP and not against other Proposals. The award of a final Professional Services Agreement, if made by the County, will be based upon a total review and evaluation of each Proposal.

All contacts made with the County during the evaluation and selection process shall be through Humboldt County Public Works Program Coordinator, Jennifer Weiss (see Section 8.1 of the this RFP for contact information). Attempts by a Proposer to contact any other representative of the County during the evaluation and selection process may lead to rejection of the Proposal. Conflict resolution shall be handled by County staff upon receiving a written complaint regarding this RFP process from the Proposer.

10.0 CONTRACT DEVELOPMENT:

10.1 Contract Negotiation Process.

Once the evaluation process set forth in this RFP has been completed, the County will notify the Proposers of the final rankings and negotiate the terms and conditions of the final Professional Services Agreement with the highest-ranking Proposer. The highest-ranking Proposer shall participate in good faith contract negotiations in accordance with direction from the County. Any delay caused by the Proposer's failure to participate in good faith contract negotiations may lead to rejection of the Proposal. The contract negotiation process shall include, without limitation, all of the following:

- A. Draft Scope of Services and Service Schedule.** The highest-ranking Proposer will be asked to submit a draft scope of services and service schedule, within five (5) business days after receiving notification of the final rankings.
- B. Scoping Meeting.** The highest-ranking Proposer may be asked to attend a scoping meeting within three (3) business days after submittal of the draft scope of services and service schedule to ensure that the Proposer has a full understanding of the terms and conditions of the Professional Services Agreement resulting from this RFP process. The scoping meeting will also provide the highest-ranking Proposer's Project Team with an opportunity to ask technical questions regarding the Services that they will be expected to provide pursuant to the terms and conditions of the Professional Services Agreement.
- C. Final Scope of Services and Service Schedule.** After further discussions with County staff regarding roles, responsibilities, tasks and work products, the highest-ranking Proposer will be asked to submit a final scope of services and service schedule which will be incorporated into the final Professional Services Agreement.
- D. Cost Proposal.** The highest-ranking Proposer will be asked to submit a cost proposal based on specific rates of compensation for the services that will be provided pursuant to the terms and conditions of the final Professional Services Agreement. In order for a cost proposal to be accepted by the County, all of the following conditions must be satisfied:
 - 1.** The cost proposal shall include an overall fee estimate for the services that will be provided pursuant to the terms and conditions of the final Professional Services Agreement based

on an itemized list of the costs for each task set forth in the final scope services. The cost proposal shall include, without limitation, staffing levels and hourly rates.

2. The cost proposal shall include any and all supporting information requested by the County, including, without limitation, a separate cost proposal for each subcontractor that will be providing services pursuant to the terms and conditions of the final Professional Services Agreement.
3. The maximum amount payable for the Services set forth in this RFP is currently estimated to be One Hundred and Twenty Thousand Dollars (\$120,000.00), which shall include all labor and materials costs to execute the services requested in this RFP. It should be noted that the actual costs will be based on the wage rates established in the final Professional Services Agreement. The final cost for the Services set forth in this RFP will be negotiated between the County and the highest-ranking Proposer.

10.2 Award of Professional Services Agreement:

If the County determines, after the completion of the contract negotiation process, to award a contract for the provision of the Services set forth in this RFP, a Professional Services Agreement shall be sent to the Successful Proposer for signature. Once signed copies have been returned to the County, the Professional Services Agreement will be submitted to the Humboldt County Board of Supervisors for review and approval. The County hereby reserves the right to award a Professional Services Agreement to the Proposer which, in the sole judgment thereof, best serves the County's interests. No Proposal shall be binding upon the County until a final Professional Services Agreement has been signed by duly authorized representatives of both the Successful Proposer and the County.

10.3 Contractual Requirements:

- A. **Term.** The term shall be for a one (1) year period from the effective date of the final Professional Services Agreement resulting from this RFP process and shall begin upon execution thereof. The County shall have the right to extend the term of, and increase the maximum amount payable under, the final Professional Services Agreement resulting from this RFP process based on the availability of funds.
- B. **Termination for Cause.** If, in the County's opinion, the Successful Proposer fails to adequately provide the agreed upon services within the applicable timelines or otherwise fails to comply with the terms and conditions set forth in the final Professional Services Agreement resulting from this RFP process, or violates any local, state or federal law, regulation or standard applicable to the performance thereof, the County may immediately terminate the Professional Services Agreement or reduce the amount of compensation to be paid to the Successful Proposer pursuant to the terms and conditions thereof.
- C. **Termination without Cause.** The County may terminate the final Professional Services Agreement resulting from this RFP process without cause upon thirty (30) days advance written notice to the Successful Proposer.
- D. **Termination due to Insufficient Funding.** The County's obligations under the final Professional Services Agreement resulting from this RFP process shall be contingent upon the availability of

local, state and/or federal funds. In the event such funding is reduced or eliminated, the County shall, in its sole discretion, have the right to terminate the final Professional Services Agreement resulting from this RFP process upon seven (7) days advance written notice.

- E. **General Reporting Requirements.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the Successful Proposer will be required to provide the County with any and all reports that may be required by any and all local, state and/or federal agencies. Any and all reports required pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process shall be prepared using the format required by the State of California, as appropriate, and be submitted in accordance with any and all applicable timeframes and accessibility requirements.
- F. **Project Monitoring.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the County will have the right to monitor all activities related to the provision of the services required thereunder, including, without limitation, the right to review and monitor the Successful Proposer's records, procedures and overall business operations, at any time, in order to ensure compliance with the terms and conditions of the Professional Services Agreement. The Successful Proposer will be required to cooperate with a corrective action plan, if deficiencies in its records, procedures or operations are identified by the County. However, the County will in no way be responsible, or held accountable, for overseeing or evaluating the adequacy of the Successful Proposer's performance.
- G. **Disclosure of Confidential Information.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the Successful Proposer will be required to protect all confidential information obtained pursuant to the terms and conditions thereof in accordance with all applicable local, state and federal laws, regulations and standards.
- H. **Compliance with Anti-Discrimination Laws.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the Successful Proposer will be required to comply with any and all applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq.*; California Government Code Sections 4450, *et seq.*; California Welfare and Institutions Code Section 10000, Division 21 of the California Department of Social Services Manual of Policies and Procedures, United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60, and any other applicable local, state and/or federal laws, regulations and standards.
- I. **Nuclear-Free Humboldt County Ordinance Compliance.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the Successful Proposer will be required to certify that it is not a Nuclear Weapons Contractor, as that term is defined by the Nuclear-Free Humboldt County Ordinance. The County shall have the right to immediately terminate the Professional Services Agreement if it is determined that the Successful Proposer falsified the certification or subsequently becomes a Nuclear Weapons Contractor.
- J. **Indemnification Requirements.** In connection with the execution of the final Professional

Services Agreement resulting from this RFP process, the Successful Proposer will be required to hold harmless, defend and indemnify the County and its agents, officers, officials, employees and volunteers to the fullest extent permitted by law, and in accordance with California Civil Code Section 2782.8, from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney fees and other costs of litigation, arising out of, or in connection with, the Successful Proposer's negligent performance of, or failure to comply with, any of the obligations contained in the Professional Services Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the County.

- K. Insurance Requirements.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the Successful Proposer will be required to maintain in full force and effect, at its own expense, any and all appropriate comprehensive general liability, comprehensive automobile liability, workers' compensation and professional liability insurance policies. The Successful Proposer shall furnish the County with certificates and original endorsements effecting any and all required insurance coverage prior to the County's execution of the Professional Services Agreement. In addition, the County may require additional insurance dependent upon the final scope of services that will be provided by the Successful Proposer.
- L. Compliance with Applicable Laws, Regulations and Standards.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the Successful Proposer will be required to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the provision of the services required thereunder. In addition, the Successful Proposer will be required to comply with any and all applicable local, state and federal licensure, certification and accreditation requirements.
- M. Assignment.** The final Professional Services Agreement resulting from this RFP process, and any amendments thereto, shall not be assignable by the Successful Proposer.
- N. Jurisdiction and Venue.** The final Professional Services Agreement resulting from this RFP process shall be governed in all respects by the laws of the State of California. Any disputes related to the terms and conditions of the Professional Services Agreement shall be litigated in the State of California, and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code Civil Procedure Sections 394 or 395.
- O. Compliance with Drug-Free Workplace Requirements.** Executing a final Professional Services Agreement resulting from this RFP, shall require the CONSULTANT to certify that it will provide a drug-free workplace in accordance with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, *et seq.*)

11.0 CANCELLATION OF THE RFP PROCESS:

The County hereby reserves the right to cancel this RFP process at any time after the issuance of this RFP, but prior to the award of a final Professional Services Agreement, if the County determines, in its sole discretion, that cancellation is in the best interest of the County for reasons, including, without limitation, the following: the Services set forth in this RFP are no longer required; the Proposals did not independently arrive in open competition, were collusive or were not submitted in good faith; or the County determines,

after review of the Proposals, that the County's needs can be satisfied through an alternative method.

The County reserves the right to amend or modify the preliminary scope of the services set forth in this RFP prior to the award of a final Professional Services Agreement, as necessity may dictate, and to reject any and all Proposals received in response hereto. This RFP does not commit the County to award a Professional Services Agreement for the provision of the Services set forth in this RFP or to pay any costs incurred in the preparation of any Proposals.

**REQUEST FOR PROPOSALS – RFP NO. 2023-XXXXXX-X
 PROVISION OF SB 1383 EDIBLE FOOD RECOVERY PROGRAM MANAGEMENT SERVICES FOR HUMBOLDT
 COUNTY AND PARTICIPATING JURISDICTIONS**

**ATTACHMENT A – SIGNATURE AFFIDAVIT
 (Submit with Proposal)**

REQUEST FOR PROPOSALS – NO. 2020-716001-A SIGNATURE AFFIDAVIT	
NAME OF ORGANIZATION/AGENCY:	
STREET ADDRESS:	
CITY, STATE, ZIP	
CONTACT PERSON:	
PHONE #:	
FAX #:	
EMAIL:	

The California Public Records Act, California Government Code Sections 6250, *et seq.*, defines a public record as any writing containing information relating to the conduct of public business. The Public Records Act provides that public records shall be disclosed upon written request, and that any citizen has a right to inspect any public record, unless the document is exempted from disclosure.

In signing this Proposal, I certify that this firm has not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or agency to submit or not to submit a Proposal; that this Proposal has been independently arrived at without collusion with any other Proposer, competitor or potential competitor; that this Proposal has not been knowingly disclosed prior to the opening of Proposals to any other Proposer or competitor; that the above statement is accurate under penalty of perjury.

The undersigned is an authorized representative of the above-named agency and hereby agrees to all the terms, conditions and specifications required by the County in Request for Proposals No. 2020-716001-A and declares that the attached Proposal and pricing are in conformity therewith.

Signature

Title

Name

Date

This agency hereby acknowledges receipt / review of the following Addendum(s), if any
 Addendum # [] Addendum # [] Addendum # [] Addendum # []

**REQUEST FOR PROPOSALS – RFP NO. 2023-XXXXXX-X
 PROVISION OF SB 1383 EDIBLE FOOD RECOVERY PROGRAM MANAGEMENT SERVICES FOR HUMBOLDT
 COUNTY AND PARTICIPATING JURISDICTIONS**

**ATTACHMENT B – REFERENCE DATA SHEET
 (Submit with Proposal)**

REFERENCE DATA SHEET	
Provide a minimum of three (3) references with name, address, contact person and telephone number whose scope of business or services is similar to those of Humboldt County (preferably in California). Previous business with the County does not qualify.	
NAME OF AGENCY:	
STREET ADDRESS:	
CITY, STATE, ZIP:	
CONTACT PERSON:	EMAIL:
PHONE #:	FAX #:
Department Name:	
Approximate County (Agency) Population:	
Number of Departments:	
General Description of Scope of Work:	
NAME OF AGENCY:	
STREET ADDRESS:	
CITY, STATE, ZIP:	
CONTACT PERSON:	EMAIL:
PHONE #:	FAX #:
Department Name:	
Approximate County (Agency) Population:	
Number of Departments:	

General Description of Scope of Work:		
Applicant Tracking System Implementation Date:		
NAME OF AGENCY:		
STREET ADDRESS:		
CITY, STATE, ZIP:		
CONTACT PERSON:		EMAIL:
PHONE #:		FAX #:
Department Name:		
Approximate County (Agency) Population:		
Number of Departments:		
General Description of Scope of Work:		

**REQUEST FOR PROPOSALS – RFP NO. 2023-XXXXXX-X
PROVISION OF SB 1383 EDIBLE FOOD RECOVERY PROGRAM MANAGEMENT SERVICES FOR HUMBOLDT
COUNTY AND PARTICIPATING JURISDICTIONS**

ATTACHMENT C – SAMPLE PROFESSIONAL SERVICES AGREEMENT

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
[NAME OF CONSULTANT]
FOR FISCAL YEARS 2020-2021 THROUGH 2021-2022**

This Agreement, entered into this ____ day of _____, 20[], by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and [Name of Consultant], a [Name of State] [type of business], hereinafter referred to as “CONSULTANT,” is made upon the following considerations:

WHEREAS, COUNTY, by and through its Department of Public Works – Environmental Services Division, desires to retain a qualified professional to provide [general description of the services that will be provided]; and

WHEREAS, such work involves the performance of professional, expert and technical services of a temporary and occasional character; and

WHEREAS, COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, CONSULTANT represents that it is adequately trained, skilled, experienced and qualified to perform the [type of services that will be provided] services required by COUNTY.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. OBLIGATIONS OF CONSULTANT:

- A. Professional Services. CONSULTANT agrees to furnish professional consulting services in accordance with the criteria, schedule and fiscal requirements set forth in Exhibit A – Scope of Services, Exhibit B – Project Schedule, Exhibit C – Project Budget and Exhibit D – Billing Rate Schedule, which are attached hereto and incorporated herein by reference. In providing such services CONSULTANT agrees to fully cooperate with the Humboldt County Department of Public Works Director, or a designee thereof, hereinafter referred to as “Director.”
- B. Internal Controls. CONSULTANT shall maintain any and all appropriate internal financial controls over the funds received and disbursed pursuant to the terms and conditions of this Agreement, including, without limitation, procedures for tracking expenditures of Grant Funds.
- C. Provision of Relevant Information. CONSULTANT shall cooperate with COUNTY in completing progress reports and other documents pertaining to the performance of CONSULTANT’s obligations

hereunder, including, without limitation, providing, in a timely manner, any and all requested information regarding the services provided pursuant to the terms and conditions of this Agreement.

- D. Project Access. In order to enable COUNTY to confirm CONSULTANT's compliance with the terms and conditions of this Agreement, CONTRACTOR shall provide COUNTY, and any and all duly authorized representatives thereof, access to all work sites and any other areas associated with the services provided hereunder.

2. OBLIGATIONS OF COUNTY:

- A. Provision of Necessary Data and Materials. COUNTY shall provide CONSULTANT with any and all background data necessary for CONSULTANT to complete the services required pursuant to the terms and conditions of this Agreement.
- B. COUNTY Representative. COUNTY shall designate a representative with complete authority to transmit instructions and information, receive correspondence, interpret policy and define decisions related to the services provided pursuant to the terms and conditions of this Agreement. COUNTY's representative shall have overall charge and responsibility of COUNTY's activities and obligations hereunder. All correspondence pertaining to the performance of CONSULTANT's duties and obligations hereunder shall be submitted to COUNTY's representative in accordance with the notice requirements set forth herein.
- C. Review of Submitted Materials. COUNTY shall thoroughly review any and all reports, proposals and other documents prepared and submitted pursuant to the terms and conditions of this Agreement. COUNTY shall provide CONSULTANT with a written response pertaining to the review of documents submitted by CONSULTANT within [] () calendar days from the receipt thereof.

3. TERM:

This Agreement shall begin upon execution by both parties and shall remain in full force and effect until December 31, 2024, unless sooner terminated as provided herein.

4. TERMINATION:

- A. Termination for Cause. COUNTY may, in its sole discretion, immediately terminate this Agreement, if CONSULTANT fails to adequately perform the services required hereunder, fails to comply with the terms or conditions set forth herein, or violates any local, state or federal law, regulation or standard applicable to its performance hereunder.
- B. Termination without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice which states the effective date of the termination.
- C. Termination due to Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONSULTANT seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.

D. Compensation upon Termination. In the event this Agreement is terminated, CONSULTANT shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement by CONSULTANT.

5. COMPENSATION:

A. Maximum Amount Payable. The maximum amount payable by COUNTY for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is [REDACTED] Dollars (\$ [REDACTED], [REDACTED]. [REDACTED]). CONSULTANT agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable hereunder or terminate this Agreement as provided herein.

B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit C – Project Budget.

C. Additional Services. Any additional services not otherwise provided for herein shall not be provided by CONSULTANT, or compensated by COUNTY, without written authorization by COUNTY. Any and all unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONSULTANT. CONSULTANT shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONSULTANT estimates that the maximum payable amount will be reached.

6. PAYMENT:

CONSULTANT shall submit to COUNTY monthly invoices itemizing all services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement by the tenth (10th) day of each month. CONSULTANT shall submit a final invoice for payment within thirty (30) days following the expiration or termination date of this Agreement. Invoices shall be in a format approved by, and shall include backup documentation as specified by, Director and the Humboldt County Auditor-Controller. Payment for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement shall be made within thirty (30) days after the receipt of approved invoices. Any and all invoices submitted by CONSULTANT shall be sent to COUNTY at the following address:

COUNTY: Humboldt County Department of Public Works – Solid Waste Division
Attention: Jennifer Weiss, Program Coordinator
1106 Second Street
Eureka, California 95501

7. NOTICES:

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County Department of Public Works – Solid Waste Division

Attention: Jennifer Weiss, Project Coordinator
1106 Second Street
Eureka, California 95501

CONSULTANT: [Name of Consultant]
Attention: [Name of Contact Person], [Job Title]
[Street Address]
[City], [State] [Zip Code]

8. REPORTS:

CONSULTANT agrees to provide COUNTY with any and all reports that may be required by any local, state and/or federal agencies for compliance with this Agreement. CONSULTANT shall submit one (1) hard copy and one (1) electronic copy of any and all reports required hereunder in a format that complies with the Americans with Disabilities Act and any other applicable accessibility laws, regulations and standards. Any and all reports required hereunder shall be submitted in accordance with any and all applicable timeframes using the format required by the State of California as appropriate.

9. RECORD RETENTION AND INSPECTION:

A. Maintenance and Preservation of Records. CONSULTANT agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided pursuant to the terms and conditions of this Agreement, and to maintain and preserve said records for at least three (3) years from the date of final payment hereunder, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. Such records shall be original entry books with a general ledger itemizing all debits and credits for the services provided pursuant to the terms and conditions of this Agreement.

B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONSULTANT, and its subcontractors, related to the services provided pursuant to the terms and conditions of this Agreement, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the date of final payment hereunder. CONSULTANT hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any other duly authorized local, state and/or federal agencies. CONSULTANT further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any other duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, without limitation, the costs of administering this Agreement.

C. Audit Costs. In the event of an audit exception or exceptions related to the services provided pursuant to the terms and conditions of this Agreement, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because CONSULTANT's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

10. MONITORING:

CONSULTANT agrees that COUNTY has the right to monitor all activities related to this Agreement, including, without limitation, the right to review and monitor CONSULTANT's records, policies, procedures and overall business operations, at any time, in order to ensure compliance with the terms and conditions of this Agreement. CONSULTANT will cooperate with a corrective action plan, if deficiencies in CONSULTANT's records, programs or procedures are identified by COUNTY. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of CONSULTANT's performance hereunder.

11. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. CONSULTANT hereby agrees to protect all confidential information obtained pursuant to the terms and conditions of this Agreement in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards.
- B. Continuing Compliance with Confidentiality Requirements. Each party hereby acknowledges that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance therewith. Each party agrees to enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the requirements of any and all applicable local, state and federal laws, regulations or standards.

12. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this Agreement, CONSULTANT, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any applicable local, state, or federal laws, regulations or standards. Nothing herein shall be construed to require the employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. CONSULTANT further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq.*; California Government Code Sections 4450, *et seq.*; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws, regulations and standards, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in

Sections 8101, *et seq.* of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

13. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Agreement, CONSULTANT certifies that it is not a Nuclear Weapons Contractor, in that CONSULTANT is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear-Free Humboldt County Ordinance. CONSULTANT agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONSULTANT subsequently becomes a Nuclear Weapons Contractor.

14. DRUG-FREE WORKPLACE CERTIFICATION:

By executing this Agreement, CONSULTANT certifies that it will provide a drug-free workplace in accordance with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, *et seq.*), by doing all of the following:

- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. CONSULTANT's policy of maintaining a drug-free workplace;
 - 3. Any available counseling, rehabilitation and employee assistance programs; and
 - 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services pursuant to the terms and conditions of this Agreement will:
 - 1. Receive a copy of CONSULTANT's Drug-Free Policy Statement; and
 - 2. Agree to abide by CONSULTANT's Drug-Free Policy as a condition of employment.
- D. Effect of Non-Compliance. Failure to comply with the requirements set forth herein may result in termination of this Agreement and/or ineligibility for award of future contracts.

15. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. To the fullest extent permitted by law, and in accordance with California Civil Code Section 2782.8, CONSULTANT shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, CONSULTANT's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.
- B. Effect of Insurance. Acceptance of the insurance required by this Agreement shall not relieve CONSULTANT from liability under this provision. This provision shall apply to all claims for damages related to CONSULTANT's performance hereunder regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

16. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONSULTANT is not entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

- A. General Insurance Requirements. Without limiting CONSULTANT's indemnification obligations set forth herein, CONSULTANT, and its subcontractors, shall take out and maintain, throughout the entire term of this Agreement, and any extensions thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONSULTANT and its agents, officers, directors, employees, assignees or subcontractors:
 - 1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, without limitation, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
 - 2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).
 - 3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers.
 - 4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars

(\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which CONSULTANT may be exposed to liability regarding the services provided pursuant to the terms and conditions of this Agreement. CONSULTANT shall require that such coverage be incorporated into its professional services agreements with any other entities.

- B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:
1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of, CONSULTANT. Such coverage shall contain no special limitations on the scope of protection afforded to COUNTY or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to as "XCU Hazards."
 - b. Includes contractual liability.
 - c. Is the primary insurance with regard to COUNTY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
 2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice requirements set forth herein. It is further understood that CONSULTANT shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
 3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.
 4. For claims related to this Agreement, CONSULTANT's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONSULTANT's insurance and will not be used to contribute therewith.
 5. Any failure to comply with the provisions of this Agreement shall not affect the coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.
 6. CONSULTANT shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY.

If CONSULTANT does not keep all required policies in full force and effect, COUNTY may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to CONSULTANT under this Agreement.

7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONSULTANT shall be required to purchase additional coverage to meet the above-referenced aggregate limits.

- C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms and conditions of this Agreement shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

COUNTY: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

CONSULTANT: [Name of Consultant]
Attention: [Name of Contact Person], [Job Title]
[Street Address]
[City], [State] [Zip Code]

17. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that CONSULTANT shall not be entitled to any benefits to which COUNTY employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits. CONSULTANT shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

18. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. General Legal Requirements. CONSULTANT agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the services provided pursuant to the terms and conditions of this Agreement.
- B. Licensure Requirements. CONSULTANT agrees to comply with any and all local, state and federal licensure, certification and accreditation requirements and standards applicable to the services provided pursuant to the terms and conditions of this Agreement.
- C. Accessibility Requirements. CONSULTANT agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 1135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.
- D. Conflict of Interest Requirements. CONSULTANT agrees to comply with any and all applicable conflict

of interest requirements set forth in the California Political Reform Act and any implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, COUNTY's Conflict of Interest Code, all as may be amended from time to time.

- E. Prevailing Wage Requirements. CONTRACTOR agrees to comply with any and all applicable prevailing wage requirements set forth in California Labor Code Sections 1770, *et seq.* and any current and future implementing regulations, policies, procedures and standards promulgated thereunder.

19. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, the parties agree to amend the pertinent section to make such insertion or correction.

20. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

In the event any law, regulation or standard referred to herein is amended during the term of this Agreement, the parties agree to comply with the amended provision as of the effective date thereof.

21. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

22. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

23. ASSIGNMENT:

Neither party shall delegate its duties nor assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by CONSULTANT in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

24. WAIVER OF DEFAULT:

The waiver by either party of any breach of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement which may then exist on the part of CONSULTANT. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand repayment of, and CONSULTANT shall promptly refund, any funds disbursed to CONSULTANT which COUNTY determines were not expended in accordance with the terms of this Agreement.

25. AMENDMENT:

This Agreement may be amended at any time during the term of this Agreement upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

26. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

27. STANDARD OF PRACTICE:

CONSULTANT warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONSULTANT's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

28. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information and reports concerning the subject matter of this Agreement prepared and/or submitted by CONSULTANT shall become the property of COUNTY. However, CONSULTANT may retain copies of such documents, information and reports for its records. In the event this Agreement is terminated, CONSULTANT shall promptly turn over all such documents, information and reports to COUNTY without exception or reservation.

29. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute relating hereto shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

30. ADVERTISING AND MEDIA RELEASE:

Any and all informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. CONSULTANT shall inform COUNTY of all requests for interviews by the media related to this Agreement before such interviews take place; and COUNTY shall be entitled to have a representative present at such interviews. All notices required by this provision shall be given to Director in accordance with the notice requirements set forth herein.

31. SUBCONTRACTS:

CONSULTANT shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided pursuant to the terms and conditions of this Agreement. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification and confidentiality requirements set forth herein. CONSULTANT shall remain legally

responsible for the performance of all terms and conditions of this Agreement, including, without limitation, any and all services provided by third-parties under subcontracts, whether approved by COUNTY or not. However, nothing set forth herein shall operate to confer any rights, remedies, obligations or liabilities upon any third parties.

32. ATTORNEYS' FEES:

If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the party prevailing in said action shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, "prevailing party" means the party who dismisses an action in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

33. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Section [] – Compensation upon Termination, Section [] – Record Retention and Inspection, Section [] – Confidential Information and Section [] – Indemnification shall survive the expiration or termination of this Agreement.

34. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

35. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

36. INDEPENDENT CONSTRUCTION:

The titles of the sections and subsections set forth herein are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

37. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

38. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

39. COUNTERPART EXECUTION:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.

40. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the first date written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

[NAME OF CONSULTANT]:

By: _____

Date: _____

Name: _____

Title: _____

By: _____

Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT:

By: _____

Date: _____

Thomas K. Mattson, Public Works Director
(Pursuant to the authority delegated by the
Humboldt County Board of Supervisors on
_____, 20____ [Item No. ____ - ____])

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____

Date: _____

Risk Management

LIST OF EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Project Schedule
- Exhibit C – Project Budget
- Exhibit D – Billing Rate Schedule