**Note:** *The below Model SB 1383 Direct Service Provider Compost and Mulch Procurement Scope of Services and accompanying Attachments 1, 2, 3, and 4 are intended to be shared with Alameda County Waste Management Authority member agencies as model documents they may use in drafting SB 1383 direct service provider procurement agreements. Member agencies may, for example, elect to include this Model Scope of Services and its Attachments as an exhibit to their standard service agreements. Text in italics is descriptive for use in customizing the model documents and should not be included in any final agreement.*

***Model* SB 1383 Direct Service Provider**

**Procurement Scope of Services**

**1.** **Purpose of Agreement**. Contractor (hereafter referenced as “Direct Service Provider”) shall provide Jurisdiction with the recovered organic waste products (herein after referred to as “Products”) procurement services described in Attachment 1 – Services (hereafter referenced as “Services”)**,** for the purpose of facilitating [City’s/County’s] (hereafter referenced as “Jurisdiction”) compliance with Senate Bill 1383’s implementing regulations’ recovered organic waste product procurement requirements, as described in the California Code of Regulations Title 14, Division 7, Chapter 12, Article 12 – Procurement of Recovered Organic Waste Products (14 CCR 18993.1 et seq.). Direct Service Provider shall perform these Services on Jurisdiction’s behalf.

**2. Services to Be Provided Exclusively to Jurisdiction**. Direct Service Provider shall ensure and maintain records sufficient to demonstrate that any Products it procures or uses on Jurisdiction’s behalf under this Agreement is not applied towards the SB 1383 recovered organic waste product procurement targets of any other jurisdiction with which Direct Service Provider has a direct service provider relationship.

**3.** **Requirements for Products**. To ensure that Products procured under this Agreement meet the requirements specified in 14 CCR 18993.1, Products shall meet the criteria in in Attachment 2 – Requirements for Products.

**4. Recordkeeping and Reporting.** Direct Service Provider shall maintain written records regarding the Services and shall submit those records to Jurisdiction as specified in Attachment 3 – Recordkeeping and Reporting Requirements. At the time Direct Service Provider submits those records to Jurisdiction, the records shall be accompanied by a certification attesting to the records’ accuracy, using the declaration form in Attachment 4 – Certification of Records.

**Attachments**

Attachment 1 – Services

Attachment 2 – Requirements for Products

Attachment 3 – Recordkeeping and Reporting Requirements

Attachment 4 – Certification of Records

**Attachment 1 – Services**

*This Services attachment shall include the following information about the Products procurement Services that Direct Service Provider will perform, i.e. about the Products that Direct Service Provider will procure on Jurisdiction’s behalf:*

1. Direct Service Provider will procure and/or use the following Products on behalf of the Jurisdiction:
   1. Compost: approximately/minimum # CY/year [or # tons/year]
   2. Mulch: approximately # tons/year
   3. Electricity from biomass: approximately # kWh/year
   4. RNG
      1. Transportation fuel: approximately # gal/year
      2. Heating in buildings: approximately # therms/year
      3. Electricity: approximately # kWh/year
2. Direct Service Provider will use the Products for *[purpose: landscape maintenance, new construction, soil conditioning, carbon sequestration, etc.]* at *[location: address, name of farm, city park, grantee locations, or other description]*.
3. Direct Service Provider will procure the products from *[compost facility or vendor, EBCE, EBMUD, etc.]*

**Payment.**

Payment for this agreement is $x,xxx. Payment/funding will be distributed on the following basis.

Initial payment *[of $xxx]* will be due and payable by Jurisdiction when the following conditions have been met:

1. Agreement is fully executed.
2. Direct Service Provider has procured or used a minimum of *[x]* cubic yards or [*y]* tons of compost and/or mulch meeting SB 1383 procurement requirements.
3. Direct Service Provider submits procurement records as described in Attachment 4 to Jurisdiction.
4. Invoice for payment has been submitted and accepted by Jurisdiction.
5. All required documents have been submitted and accepted.

Subsequent payments *[of $xxx]* will be due and payable by Jurisdiction when the following have been completed:

1. Direct Service Provider has procured or used a minimum of *[x]* cubic yards or [*y]* tons of compost and/or mulch meeting SB 1383 procurement requirements.
2. Direct Service Provider submits procurement records as described in Attachment 4 to Jurisdiction.
3. Invoice for payment has been submitted and accepted by Jurisdiction.

**Attachment 2-A – Compost Requirements**

As required in 14 CCR 18993.1(f)(1), compost procured to perform the Services shall meet the following criteria:

1. Materials:
   1. Acceptable materials are:
      1. Compost produced from materials that would have otherwise been disposed in landfill, such as food waste and green waste.
      2. Compost produced in California
      3. The portion of topsoil, biotreatment soil mix, or other blend that is compost.
      4. See attached specification for additional requirements.
   2. Unacceptable materials include:
      1. Compost that exceeds state maximum limitations for pathogens, metals, and physical contaminants in 14 CCR § 17868.2 – 17868.3.1.
      2. Digestate
      3. Biosolids/sewage sludge
      4. Manure
      5. Biochar
      6. Uncomposted compostable materials
      7. Synthetic fertilizer, nitrolized sawdust, gypsum, urea, *[other]*
      8. Topsoil, fill (except as described above)
      9. *[Other]*
2. Sources:
   1. Acceptable sources of compost are (per 14 CCR 18993.1(f)(1)):
      1. A compostable materials handling facility permitted or authorized under [14 CCR § 17854.1](https://govt.westlaw.com/calregs/Document/IC685371E3FCB4A56B4502485B6A45636?viewType=FullText&originationContext=documenttoc&transitionType=CategoryPageItem&contextData=(sc.Default))
      2. A large-volume in-vessel digestion facility that composts on-site.
   2. Acceptable sources of compost can be found at:
      1. https://www.stopwaste.org/resource/sb-1383-compliant-compost-mulch-products
      2. <https://www.compostingcouncil.org/page/participants#CA>
      3. *[insert local preferred vendors]*
   3. Unacceptable sources are:
      1. Compost produced at facilities in the Excluded Activities tier under [14 CCR § 17854.1](https://govt.westlaw.com/calregs/Document/IC685371E3FCB4A56B4502485B6A45636?viewType=FullText&originationContext=documenttoc&transitionType=CategoryPageItem&contextData=(sc.Default))
      2. Common examples are:
         1. Vermicomposting
         2. Composting operations under 100 cubic yards (community composting, backyard composting)

**Attachment 2-B – Mulch Requirements**

As required in 14 CCR 18993.1(f)(4), mulch procured to perform the Services shall meet the following criteria:

1. Materials:
   1. Acceptable materials are:
      1. Mulch made from recycled pallets and dimensional lumber, aged tree trimmings, wood fines
      2. Screened compost overs, also referred to as coarse compost (see Attachment x – specification)
      3. Mulch must meet or exceed the physical contamination, maximum metal concentration, and pathogen density standards for land application specified in 14 CCR 17852(a)(24.5)(A)1 through 3.
   2. Acceptable sources of mulch are (per 14 CCR 18993.1(f)(4)):
      1. A compostable material handling operation or facility as defined in 14 CCR § 17852(a)(12), that is permitted or authorized under 14 CCR Division 7, other than a chipping and grinding operation or facility as defined in 14 CCR § 17852(a)(10)
      2. A transfer/processing facility or transfer/processing operation as defined in 14 CCR § 17402(a)(30-31) that is permitted or authorized under 14 CCR Division 7
      3. A solid waste landfill as defined in Public Resources Code § 40195.1 that is permitted under 27 CCR Division 2.
   3. Unacceptable materials include:
      1. Mulch produced by the jurisdiction from local tree trimming and clearing
      2. Mulch produced at chipping and grinding operations as defined in [14 CCR § 17852](https://govt.westlaw.com/calregs/Document/I2735C56A57C94FB0BB2C821C37CA68B5?originationContext=Search%20Result&listSource=Search&viewType=FullText&navigationPath=Search%2Fv3%2Fsearch%2Fresults%2Fnavigation%2Fi0ad720f10000015dc7e25476a9d557cc%3FstartIndex%3D1%26Nav%3DREGULATION_PUBLICVIEW%26contextData%3D(sc.Default)&rank=1&list=REGULATION_PUBLICVIEW&transitionType=StatuteNavigator&contextData=(sc.Search)&t_T1=14&t_T2=17852&t_S1=CA%20ADC%20s)
      3. Virgin materials (including shredded redwood bark, mini-bark, playground fiber)
      4. Digestate
      5. Biosolids/sewage sludge
      6. Manure
      7. Tires
      8. Decomposed granite and gravel
      9. *[Other]*
   4. Acceptable sources of mulch can be found at:
      1. [www.lawntogarden.org/marketplace](http://www.lawntogarden.org/marketplace) -
      2. <https://www.compostingcouncil.org/page/participants#CA>
      3. *[insert local preferred vendors]*

**Definitions:**

“Biochar” means the charcoal product of biomass conversion through pyrolosis (along with ash and syngas).

“Biosolids” means solid, semi-solid, or liquid residue generated during the treatment of domestic sewage in a treatment works. Biosolids includes, but is not limited to, treated domestic septage and scum or solids removed in primary, secondary, or advanced wastewater treatment processes. Biosolids includes the residue solids resulting from the co-digestion of anaerobically digestible material with sewage sludge. Biosolids does not include ash generated during the firing of sewage sludge in a sewage sludge incinerator or grit and screenings generated during the preliminary treatment of domestic sewage in a treatment works. 14 CCR 17852(a)(9)

“Compost” means the product resulting from the controlled biological decomposition of organic solid wastes that are source separated from the municipal solid waste stream, or which are separated at a centralized facility. 14 CCR 17896.2(a)(4)

“Compostable material” means any organic material that when accumulated will become active compost. 14 CCR 17852(a)(11)

“Compostable Material Handling Facility permitted or authorized by [14 CCR § 17854.1](https://govt.westlaw.com/calregs/Document/IC685371E3FCB4A56B4502485B6A45636?viewType=FullText&originationContext=documenttoc&transitionType=CategoryPageItem&contextData=(sc.Default))” means a facility described by the tiered regulatory system adopted by the California Integrated Waste Management Board in 1994. The tiers considered permitted or authorized are Full Solid Waste Facility Permit, Registration Permit, Enforcement Agency Notification. Material produced at facilities in the Excluded tier, including community composting and vermicomposting is not eligible for SB 1383 requirements.

“Digestate” means the solid and/or liquid residual material remaining after organic material has been processed in an in-vessel digester. 14 CCR 17896.2(a)(6)

“Large Volume In-vessel Digestion Facility” means a facility that receives an average greater than 100 tons of solid waste per operating day or greater than 700 tons (2,800 cubic yards) per week of solid waste for digestion in an in-vessel digester. 14 CCR 17896.2(a)(15)

“Manure” is an agricultural material and means accumulated herbivore or avian excrement. This definition shall include feces and urine, and any bedding material, spilled feed, or soil that is mixed with feces or urine. 14 CCR 17896.2(a)(18)

“Mulch” means any material spread evenly over the surface of the soil to enhance the growth of plants and the appearance of the landscape. Mulch eligible for SB1383 procurement is produced at a compostable materials handling facility, transfer station, or landfill and made from organic materials, including tree trimmings, clean (unpainted and untreated) wood, or wood and plant trimmings chipped on site. It does not include forest industry products and byproducts (such as redwood bark whole or shredded, other bark mulches, or peat moss), recycled tires or other inorganic materials.

**Attachment 3 – Recordkeeping and Reporting Requirements**

Direct Service Provider shall keep and maintain a complete copy of all records regarding its provision of Services to Jurisdiction. Records shall be maintained on a calendar year basis, i.e. for each calendar year in which Direct Service Provider procures compost for Jurisdiction under this Agreement.

1. Reporting:
   1. Direct Service Provider shall submit progress reports on the following schedule:
      1. *April 1, 2022*
      2. *June 1, 2022*
      3. *September 1, 2022*
      4. *December 1, 2022*
   2. Direct Service Provider shall submit an annual summary report on or before February 1, 2023.
2. The following information shall be included on each progress report:
   1. The total compost and/or mulch procured or used during the reporting period and to date.
   2. The quantity of compost and/or mulch procured from each facility or entity.
      1. Quantities of compost shall be reported in [*tons and/or cubic yards*].
      2. Quantities of mulch shall be reported in tons.
   3. Facility or vendor information with the following:
      1. Name of facility
      2. Physical location (address)
      3. Contact information
   4. A general description of how the compost and/or mulch was used.
   5. Where the compost and/or mulch was used.
3. The following submittals shall be included with each report:
   1. All invoices or similar records evidencing Direct Service Provider’s procurement and use of the compost on Jurisdiction’s behalf.
   2. Test data sheets showing that each compost and/or mulch used complies with the Jurisdiction specifications, including requirements described in Attachment 2 of this Agreement.
4. Direct Service Provider shall use [preferred format/platform, e.g., attached tracking tool, Green Halo, Recyclist] when submitting reports.

Records regarding Direct Service Provider’s Product procurement Services in a particular calendar year shall be maintained for six calendar years after the end of that Service year. These records shall be made available for inspection by Jurisdiction at any time during usual business hours. Direct Service Provider shall include the same audit and inspection rights and record retention requirements in any contracts awarded to help it carry out the Services.

**Attachment 4 – Certification of Records**

**Certification of Records with Respect to:**

**Direct Service Provider Agreement between [*Contractor Name*] and [*City/County*]**

**Effective: [*Date*]**

State of California

County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_

City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I, the undersigned, do certify as follows:

I am an authorized representative of the Direct Service Provider named above. I am familiar with the Services that Direct Service Provider has provided to the Jurisdiction named above under the Direct Service Provider agreement referenced above and as described in the SB 1383 Direct Service Provider Procurement Scope of Services.

I hereby certify that all records and information that Direct Service Provider is submitting to Jurisdiction regarding Direct Service Provider’s provision of Services in [insert applicable calendar year] pursuant to the above-referenced agreement are true, accurate, and complete.

**I declare under penalty of perjury that the foregoing is true and correct.**

[Insert Contractor Name]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: [Insert name of signatory]

Title: [Insert title of signatory]

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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