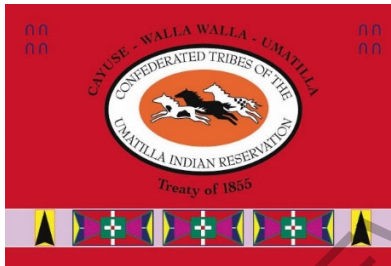


REQUEST FOR PROPOSALS (RFP)

Confederated Tribes of the Umatilla Indian Reservation *Department of Natural Resources*

Project Title:

Nixyáawii, Awkú Čáwpam Ákaatta!: “Nixyáawii, Don’t Throw It Away!”



DATE ISSUED: June 28, 2024

Administrative Contact: Michelle Thompson

541-429-7227

MichelleThompson@ctuir.org

Technical Contact: Colleen Sanders

541-429-7247

ColleenSanders@ctuir.org

Critical Dates:

Question Submission Deadline: Monday, July 8, 2024, 2:00 p.m. PST

Proposal Submission Deadline: Friday, July 12, 2024, 4:00 p.m. PST

Tentative Award Selection (estimated): July 17, 2024

Contract Award (estimated): July 26, 2024

Project Initiation (estimated): July 29, 2024

Project Completion: May 31, 2026

Attachments:

Attachment A – Bid Sheet and Cost Proposal with Bidder’s Qualifications

PART I – GENERAL INFORMATION and RFP PROCESS

Nixyáawii, Awkú Čáwpam Ákaatta!: “Nixyáawii, Don’t Throw It Away!”

1.1 Project Location and Purpose

The Confederated Tribes of the Umatilla Indian Reservation (CTUIR) is seeking proposals for contractor services to assist with the project Nixyáawii, Awkú Čáwpam Ákaatta!: “Nixyáawii, Don’t Throw It Away!” The project is located on the Umatilla Indian Reservation. The purpose of the project is to assess and divert food waste at a reasonable scale, and to provide a demonstration for future expansion of these efforts. Some of the activities the project will involve are developing a Food Waste Assessment, building community capacity to implement food waste reduction strategies, hosting educational outreach events, conducting surveys, managing a Biogas Digester, and developing educational resources.

1.2 Project Timeline

Implementation is expected to begin in late July 2024 and continue through May 31, 2026.

1.3 Scope of the Request for Proposals

This RFP provides the specific services to be contracted, information concerning the preparation and submittal of proposals, an explanation of how proposals will be evaluated, and terms and conditions for the contract that may be awarded as a result of the RFP.

1.4. Closing Date for Proposal Submissions

The closing date for proposal submissions will be **Friday, July 12, 2024, at 4:00 p.m.**, Pacific Standard Time (PST). Proposals received after the specified time will not be considered. Contractors must submit an electronic version of the proposal by email to:

Michelle Thompson, MichelleThompson@ctuir.org

- Proposals should be in PDF format.
- Email subject line should read: **Request for Proposals: Nixyáawii, Awkú Čáwpam Ákaatta!: Nixyáawii, Don’t Throw It Away!**

1.5 In Writing

Proposals shall be prepared by printer or typewriter. No oral, handwritten, or telephone proposals will be accepted.

1.6 Necessary Information

Proposals must contain all information requested in the RFP. The CTUIR will not consider additional information submitted after the Closing Date and may reject incomplete proposal packages.

1.7 Cost of Proposals

The CTUIR shall not be liable for any expenses incurred by Contractors in preparing or submitting proposals, evaluation/selection, or contract negotiation process, if any.

1.8 Request for Clarification

Contractors may submit a written request for clarification, no later than Monday, July 8, 2024 at 2:00 p.m. PST. The CTUIR will not consider any requests for clarification after the time period

specified above. Any Contractor taking exception to RFP provisions may be deemed non-responsive and rejected. Questions regarding the RFP or request for clarification shall be sent to the CTUIR's Technical Representative listed on the RFP's cover page.

1.9 Response to Requests for Clarification

The CTUIR will respond to properly submitted written requests for clarification no later than Tuesday, July 9, 2024, at 4:00 p.m. PST.

1.10 Proposals Constitute Firm Offers

Proposal submission constitutes Contractor's affirmation that all terms and conditions of the proposal constitute a binding offer that shall remain firm for a period of ninety (90) days from the Closing Date.

1.11 Type of Contract

The CTUIR will execute a subcontract for contractor services for the project *Nixyáawii, Awkú Čáwpam Ákaatta!*: "*Nixyáawii, Don't Throw It Away!*".

1.12 Confidential Information

Proposals are confidential until the evaluation and selection process has been completed and the CTUIR has issued a notice of tentative award. Any information a Contractor submits in response to the RFP that the Contractor considers a trade secret or confidential proprietary information, and Contractor wishes to protect from public disclosure, must be clearly labeled with the following:

"This information constitutes a trade secret or confidential proprietary information."

1.13 Requests for Further Clarification of Proposals

The CTUIR may request additional clarification from Contractors on any portion of the proposal.

1.14 Cancellation of RFP

The CTUIR may cancel this RFP at any time upon determining it is in the CTUIR's best interest to do so.

1.15 Rejection of Proposals

The CTUIR may reject a particular proposal or all proposals upon finding that it is in the CTUIR's best interest to do so, and/or if the Contractor fails to meet eligibility requirements.

1.16 Proposal Evaluations and Tentative Award

The CTUIR will provide a written tentative award notice to the responsible Contractor whose proposal is deemed to be most advantageous and of best value toward meeting the project objectives. The CTUIR will enter into negotiations with the responsible Contractor on the following contract terms: (a) Contract task; (b) Staffing; (c) Performance Schedule; and (d) a maximum, not to exceed contract price, which is consistent with the proposal and fair and reasonable to the CTUIR, taking into account the estimated value, scope, complexity, and nature of the services to be provided. The CTUIR may also negotiate the statement of work and, at its discretion, add to the scope of services based on Contractor recommendations (but still within the scope of this RFP) or reduce the scope of services. The final award will be contingent upon successful negotiation of a contract within 14 days after the tentative award.

1.17 Protest of Tentative Award Selection

A notification of tentative award will be communicated to all Contractors that submitted a Proposal in response to this RFP. A Contractor who claims to have been adversely affected by the selection of a competing Contractor shall have seven (7) calendar days after receiving the notice of selection to submit a written protest of the selection to the RFP contact listed in Part 1.4. The CTUIR will not consider protests submitted after the date established in this Part. The protest must clearly state the grounds upon which the protest is based.

1.18 Award

After expiration of the seven (7) calendar day selection protest period and resolution of all protests, the CTUIR will proceed with final award.

1.19 Investigation of References

The CTUIR reserves the right to investigate the references and past performance of any Contractor with respect to its successful performance of similar services, compliance with RFP and contractual obligations, and its lawful payment of suppliers, sub-contractors, and employees. The CTUIR may postpone the award or execution of the contract after the announcement of the apparent successful Bidder to complete its investigation. The CTUIR reserves the right to reject any bid at any time prior to the execution of any resulting contract.

1.20 Amendments

The CTUIR reserves the right to amend the resulting Contract from this RFP. Amendments could include, but are not limited to, changes in the statement of work, extension of time, and consideration changes for the Contractor. All amendments shall be in writing and signed by all approving parties before becoming effective. Only the CTUIR has the final authority to execute changes, notices, or amendments to the Contract.

PART II – SERVICES AND MATERIALS TO BE PROVIDED

Nixyáawii, Awkú Čáwpam Ákaatta!: “Nixyáawii, Don’t Throw It Away!”

Scope of Work: The selected contractor will work closely with CTUIR staff on the project. The CTUIR will negotiate a final contract based on the Contractor's proposal and implementation plan. Work will include:

1	Develop a Nixyáawii Food Waste Assessment (FWA) Report that estimates current food waste quantities
2	Build community capacity to implement food waste reduction strategies at CTUIR facilities and family residences
3	Implement a Biogas Digester demonstration project to collect and utilize food waste to create direct use cooking fuel
4	Food Waste Collection and Input to Biogas Digester
5	Manage Biogas Digester Gas and Leachate Collection and Utilization
6	Communicate effectively with CTUIR staff to fulfill grant reporting requirements and participate in project evaluation

Work Item 1: Develop a Nixyáawii Food Waste Assessment (FWA) Report that estimates current food waste quantities

- Contractor shall work closely with CTUIR staff to develop a Nixyáawii Food Waste Assessment (FWA) for publication. The purpose of the FWA is to improve community and government understanding of food waste generated, identify opportunities to reduce waste and improve recycling, and facilitate future waste management planning.
- Contractor will assist CTUIR staff with developing FWA outline, survey designs, and community knowledge assessment methodology; compiling and analyzing responses; and preparing draft reports for CTUIR staff review.
- Contractor will collect a minimum of 200 survey responses by the end of January 2025.
- Contractor will work with CTUIR staff on development of data collection methodology and protocol, which will include best practices, equipment uses and calibration, types of data to be collected, and how to report and store data.
- Contractor will submit data collected to CTUIR staff each month.
- Contractor will draft advertisements for events for review by CTUIR staff. CTUIR staff will be responsible for printing and distribution of advertisements.
- Contractor will draft an evaluation form for host sites to complete to provide feedback on the effectiveness of the project.
- Contractor will collect additional data as directed by CTUIR staff for the FWA, including, but not limited to interviews, photos, and testimonials.
- Contractor will work with CTUIR staff to develop a complete draft FWA.
- Contractor and CTUIR staff will jointly present the draft FWA for community feedback. Contractor will record feedback on the draft from each presentation.
- Contractor and CTUIR staff will revise the FWA for publication together based on community feedback.
- Contractor and CTUIR staff will present the final FWA to the CTUIR Board of Trustees and General Council.

Work Item 2: Build community capacity to implement food waste reduction strategies at CTUIR facilities and family residences

- Contractor shall work with CTUIR staff to identify potential host sites for food waste collection and confirm host site participation.
- Contractor will maintain communication with host site points of contact to provide information, answer questions, and quickly resolve any issues to ensure the success of the project.
- Contractor will coordinate with CTUIR staff to host educational and skill building trainings and events for host sites and the larger community. CTUIR staff will be responsible for all printing and purchasing for the events. Contractor will provide suggestions on items needed for each event.
- Contractor will host a minimum of two events by April 2025.
- For each event, Contractor will collect data on event attendance, generate a contact list, and take photos of the event. Contractor will include summaries of events hosted on monthly invoice progress reports.
- Contractor will take photos and videos throughout the project and submit media to CTUIR staff monthly.
- Contractor will draft and develop a minimum of six educational resources for the CTUIR community. Contractor will collaborate with CTUIR staff on formats and final versions of educational resources. CTUIR staff will be responsible for any printing or online publication.
- Contractor will draft a minimum of four project update articles for CTUIR staff to review and submit to the Confederated Umatilla Journal to be considered for publication. Contractor will include project photos with draft articles.
- Contractor will work with CTUIR staff to draft and distribute knowledge gained assessments to evaluate the effectiveness of the project.

Work Item 3: Implement a Biogas Digester demonstration project to collect and utilize food waste to create direct use cooking fuel

- Contractor shall provide suggestions to CTUIR on equipment options. CTUIR staff will be responsible for making equipment purchases.
- Contractor will assist with siting and installation of equipment, storage and maintenance of equipment, and troubleshooting issues with equipment.
- Contractor will coordinate with CTUIR and the CTUIR Public Works Department on siting and installing the anaerobic digester at the Longhouse in a way that minimizes any negative impacts.
- Near the end of the project, Contractor will collect feedback from the community and Tribal departments on whether the equipment should be maintained, modified, or removed.

Work Item 4: Food Waste Collection and Input to Biogas Digester

- Contractor shall have primary responsibility for collecting food waste from designated sites for input into the digester at the Longhouse.
- Contractor shall collect food waste in a timely and sanitary manner to avoid attracting animals and insects.
- Contractor shall coordinate with CTUIR staff on materials and equipment needed for food waste collection. CTUIR shall be responsible for purchasing.
- Contractor shall coordinate with CTUIR staff on food waste collection protocols and a schedule for food waste collection. Contractor shall also coordinate with host sites on collection schedule.

- Contractor shall remove any unacceptable materials prior to input into the digester and shall properly dispose of the unacceptable materials.
- Contractor shall collect data on weights and contents of food waste placed in digester. Contractor shall provide data to CTUIR with monthly invoice progress reports.
- Contractor shall keep a record of distances traveled with an electric bike to collect food waste. Contractor shall provide data to CTUIR with monthly invoice progress reports.
- Contractor shall monitor the digester for any needs or problems. Contractor will immediately report any needs, issues, or problems to CTUIR staff, including unwanted or harmful human activity. Contractor will troubleshoot any small issues and report to CTUIR staff.

Work Item 5: Manage Biogas Digester Gas and Leachate Collection and Utilization

- Outputs from the anaerobic digestion process include liquid and gaseous products that require periodic removal to maintain the digester operation safely. Contractor shall have primary responsibility to regularly remove outputs.
- Contractor will monitor biogas digester site and storage for safety and immediately report any concerns to CTUIR staff.
- Contractor shall record gas and liquid outputs accurately and according to protocols developed with CTUIR staff. Contractor shall report outputs in monthly invoice progress reports.
- Contractor shall have primary responsibility to manage storage of outputs. Storage location for outputs will be determined in consultation with CTUIR staff.
- Contractor shall coordinate with CTUIR staff on testing liquid outputs for contaminants before distributing any outputs.
- Contractor shall manage distribution of the liquid outputs of the anaerobic digester. Contractor will remove liquid outputs at intervals that allow for best management of the digester. Contractor will coordinate with CTUIR staff, community members, and interested entities to distribute liquid outputs.
- Contractor shall record interest in liquid outputs, keep a contact list for potential participation in fertilizer trials, and coordinate trainings for using liquid outputs.

Work Item 6: Communicate effectively with CTUIR staff to fulfill grant reporting requirements and participate in project evaluation

- Contractor shall communicate regularly with CTUIR staff through email, calls, and meetings to coordinate.
- Contractor shall coordinate regular check-in meetings with stakeholders.
- Contractor shall keep detailed notes of all meetings.
- Contractor shall provide monthly written progress updates for CTUIR staff to use to meet grant reporting requirements.
- Contractor shall assist CTUIR in developing evaluation criteria for the project and methodology for collecting and analyzing evaluation information.
- Contractor will participate in an evaluation process of the project and the Contractor's work on the project.

PART III – PROPOSAL REQUIREMENTS

Nixyáawii, Awkú Čáwpam Ákaatta!: “Nixyáawii, Don’t Throw It Away!”

3.1 Proposal Requirements

Proposals must contain information about the Contractor’s qualifications and ability to complete this project.

For the purposes of the Nixyáawii, Awkú Čáwpam Ákaatta!: “Nixyáawii, Don’t Throw It Away!” Project RFP, each interested Contractor will submit a proposal package in electronic format by email to the CTUIR Department of Natural Resources Administrative contact that includes the following sections:

- a. **Cover letter**
- b. **Firm summary**
- c. **Organizational structure**
- d. **Firm qualifications and experience**
- e. **Project schedule and budget – Include completed Attachment A: Bid Sheet and Cost Proposal with Bidder’s Qualifications**
- f. **References**

Each section of the proposal shall contain the following:

Cover letter

The cover letter must express the Contractor's interest in the project and commitment to the obligations expressed in the RFP. This letter should include the signature of an authorized representative of the Contractor and indicate that the Contractor accepts all terms and conditions contained in the RFP.

Firm Summary

The Contractor will provide general information regarding their firm. This should include information about the company size, location, contracting experience within the region, areas of expertise and types of services, staff longevity, staff capabilities and training, and experience with food waste management.

Organizational Structure

Identify the individuals responsible for managing the project, conducting specific project tasks, and their experience conducting those tasks for your firm. The Contractor should also include an organizational chart showing lines of communication and decision-making hierarchy as well as any sub-Contractors. If a team of individuals from multiple contracting firms are assembled, adequately describe the role of each team member.

Firm Qualifications and Experience

The proposal will list the Contractor’s and employee qualifications and experience in relationship to completing projects of similar nature. Please identify projects similar to the proposed project which have been successfully completed by the contractor. Contractor must demonstrate experience in and the availability to provide food waste management and community outreach activities.

Project Schedule and Budget

All proposals must include individual costs for completing all tasks described in the project scope summarized on a per task basis. Provide a detailed timeline or schedule describing tasks to be completed, project milestones, time necessary to complete each task and the overall project. Provide evidence that adequate management effort, supportive staff, and resources will be committed to the timely completion of the project. **Provide price quotes according to the Bid Sheet and Cost Proposal, included as Attachment A to this RFP.** The total potential price of all items combined and the prices for individual work items will be considered as part of the evaluation factors. **Bids should not exceed \$97,000.**

References

Proposals are required to include at least three (3) professional references. References are preferred from projects similar to the proposed project. Include project name, contact name, address, and telephone number, a description of the project, project completion date, and the relationship of the contact person to the project referenced.

DRAFT FOR REVIEW

PART IV – REVIEW AND SELECTION

Nixyáawii, Awkú Čáwpam Ákaatta!: “Nixyáawii, Don’t Throw It Away!”

4.1 General Information

Proposal selection will be completed through a quality-based selection process (QBS) by a review team. The CTUIR will issue a contract agreement to the responsible Contractor whose proposal is deemed to be most advantageous and of best value towards meeting the project objectives. The criteria to be evaluated and weighted are outlined below.

4.2 Selection Criteria

The criteria to be evaluated and weighted are:

A. Adequacy of Technical Proposal: 20 points

- a. Proposal content and applicability of the approach for completing the project.

B. Contractor Qualifications and Experience: 50 total points

- a. Qualifications of Contractor including prior experience similar to the proposed project, project references, and technical expertise (25 points).
- b. Project management experience in food waste management and ability to meet budget and timelines (25 points).

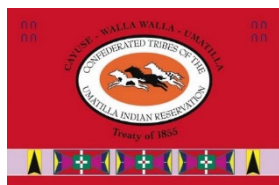
C. Aggregate Bid Price: 20 points

- a. The total potential price of all work items combined and the prices for individual items will be considered as part of the evaluation factors. Cost is further evaluated through a cost/benefit analysis based on proposed work and technical expertise.

D. Indian Preference: 10 points

- a. Contractor must demonstrate that they meet the following factors to secure Indian Preference status:
 - i. Membership in a federally recognized Tribe;
 - ii. Indian ownership of 51% or more;
 - iii. Indian control;
 - iv. Indian management;
 - v. Financing obtained by Indian person; and
 - vi. Equipment obtained by Indian person.

The RFP process is designed to result in the selection of a contractor who demonstrates the capability to complete the work at the best value.



Confederated Tribes of the Umatilla Indian Reservation
Department of Natural Resources
FIRST FOODS POLICY PROGRAM

Attachment A: Bid Sheet and Cost Proposal

Project Title: Nixyáawii, Awkú Čáwpam Ákaatta!: “Nixyáawii, Don’t Throw It Away!”

Interested contractors must complete the cost proposal below and submit it with their proposal. The cost proposal must cover the entire performance period, from beginning work in late July 2024 to the project end date of May 31, 2026.

Interested contractors should list hourly rates for contractor’s staff members below:

Contractor Staff Position	Hourly Rate	Estimated Total Hours on Project	Total
--	--	TOTAL:	

Cost Proposal

Work Item	Description	Units or Estimated Hours	Cost
Work Item 1: Develop a Nixyáawii Food Waste Assessment (FWA) Report	Draft survey tools, collect survey responses, draft promotional materials, draft and revise FWA, present FWA to community		
Work Item 2: Build community capacity to implement food waste reduction strategies at CTUIR facilities and family residences.	Identify and confirm host sites, regular communication with host sites, host trainings and events, develop education resources, draft newspaper articles, draft knowledge gained assessments		
Work Item 3: Implement Biogas Digester demonstration project to collect and utilize food waste to create direct use cooking fuel.	Provide equipment recommendations, coordinate siting and installation, troubleshoot issues, collect feedback, provide assessment of equipment at end of project		

Work Item 4: Food Waste Collection and Input to Biogas Digester.	Develop collection protocols and schedule, collect food waste and input to digester, advise staff on equipment needs, collect data on inputs, collect data on distance biked, monitor digester for needs and problems		
Work Item 5: Manage Biogas and Leachate Collection and Utilization.	Remove liquid and gaseous products, record outputs, manage storage, coordinate testing for contaminants, manage distribution, record interest in receiving outputs		
Work Item 6: Communicate effectively with CTUIR staff to fulfill grant reporting requirements and participate in project evaluation.	Communicate regularly with CTUIR staff, coordinate meetings, provide written progress updates with all data collected each month, develop project evaluation criteria, participate in project evaluation		
TOTAL	--	--	

Bidder's Qualifications for the project must be attached to the Bid Sheet

CONTRACTOR'S FULL LEGAL NAME:	
AUTHORIZED SIGNATURE:	
PRINTED NAME AND TITLE OF PERSON SIGNING:	
DATE:	
COMPANY ADDRESS:	
COMPANY PHONE NUMBER:	
COMPANY EMAIL ADDRESS:	
BID PRICES VALID FOR DAYS:	

CTUIR INTERNAL REVIEW FORM

Contracts & Agreements

8-13-24

Date

Don't Throw It Away

Name of Contract

DNR-FFPP

Department and Program

☒ Sub Contract/Professional Services ☐ MOA/MOU ☐ Modification/Amendment

Agreement: PSA Bio-Waste

Other: _____

Funding Source & Budget Period: USDA 351-024 6/1/24-5/31/26

Key Contact Person(s): Althea Wolf- Interim FFPP Program Manager

Return signed document(s) to: RaeAnn Oatman- DNR Admin. Manager

Approvals (must be signed / circulated in this order):

Audie Huber
Digitally signed by Audie Huber
Date: 2024.08.14 14:38:28
-07'00'

8/14/2024

1. Department Director

Date

Comments

Margarite

Digitally signed by Margarite
Recenti
Date: 2024.08.14 15:03:09
-07'00'

Recenti

2. OIT Director

Date

Comments

Required for any of these:

- a) if new staff positions will be funded through this grant
- b) contractor access to network/computers
- c) software purchase or development
- d) purchase/lease/use of equipment that will gather data or requiring interface with CTUIR computers
- e) data sharing/collection/manipulation
- f) needs OIT support including maps, records collection/distribution, installation/trouble shooting electronic equipment

Paul Rabb
Digitally signed by Paul Rabb
Date: 2024.08.16 08:44:45
-07'00'

8/20/24

Comments

3. Finance Office

Andrea Brown
Digitally signed by Andrea
Brown
Date: 2024.08.16 10:55:50
-07'00'

08/16/2024

Comments

4. Attorney

Date

Comments

Paul Rabb
Digitally signed by Paul Rabb
Date: 2024.08.19 14:01:25
-07'00'

5. Deputy Executive Director

Date

Comments

6. Executive Director

Date Action:

☒ Approved ☐ Denied

Comments:

John D. Tovey, III please sign PSA.



PROFESSIONAL SERVICES AGREEMENT

Nixyáawii, Awkú Čáwpam Ákaatta!: "Nixyáawii, Don't Throw It Away!"

This professional services agreement is dated as of August 9, 2024, and is between the Confederated Tribes of the Umatilla Indian Reservation, a federally recognized Indian tribe acting through its Department of Natural Resources First Foods Policy Program (the "CONFEDERATED TRIBES" or "CTUIR"), and Bio-Waste Technologies LLC (the "CONTRACTOR").

1. Agreement

1.1 Scope of Work. The CONTRACTOR agrees to perform the services ("Services") detailed in the Scope of Work in **Schedule A** for the project named Nixyáawii, Awkú Čáwpam Ákaatta!: "Nixyáawii, Don't Throw It Away!".

1.2 Payment. The CONFEDERATED TRIBES agrees to pay the CONTRACTOR in accordance with the terms outlined in the **Budget** found in **Schedule B**. Payment for Services is limited to a maximum of **\$87,180.00**.

1.3 Availability of Funds. Another agreement between the CONFEDERATED TRIBES and a third party may authorize and limit this one. Consequently, reimbursement under section 1.2 (Payment) is subject to the availability of funds.

1.4 Term. This agreement commences on the date written above and terminates on **May 31, 2026**, unless otherwise terminated earlier.

1.5 Designated Contact. The representative for the CONFEDERATED TRIBES is **Althea E. Wolf**. The representative for the CONTRACTOR is **DeArcie Abraham**.

2. Personnel

2.1 Independent Contractor. The CONTRACTOR agrees to employ, at its own expense, all personnel reasonably necessary to perform the Services required by this agreement. These personnel are not employees of the CONFEDERATED TRIBES. The CONTRACTOR shall ensure that all personnel engaged in performing Services are fully qualified to undertake the work in accordance with applicable tribal, state, or federal laws. The CONTRACTOR is an independent contractor. The CONTRACTOR is not an agent or employee of the CONFEDERATED TRIBES. The CONTRACTOR and the CONFEDERATED TRIBES are not engaged in a joint venture or partnership. Neither party can represent or bind the other.

2.2 Subcontractors. The CONTRACTOR shall obtain written approval from the CONFEDERATED TRIBES before hiring a subcontractor.

2.3 TERO. The CONTRACTOR shall comply with the Tribal Employment Rights Office Code and execute a Compliance Agreement.

3. Representations and Warranties

3.1 Professional Work. The CONTRACTOR shall perform Services in a professional, thorough, and skillful manner consistent with their profession's standards in the Pacific Northwest region.

3.2 Compliance with Laws. The CONTRACTOR shall comply with all applicable tribal, state, local, and federal laws. The CONTRACTOR represents that it has reviewed, and is familiar with, all laws relevant to the performance of Services under this agreement.

3.3 Safety. The CONTRACTOR shall perform all work in a safe manner.

3.4 Broad Protection. All representations and warranties are to be interpreted expansively to afford the broadest protection available to the CONFEDERATED TRIBES.

4. INDEMNIFICATION

4.1 INDEMNIFICATION. THE CONTRACTOR SHALL DEFEND, HOLD HARMLESS, AND INDEMNIFY THE CONFEDERATED TRIBES AND ITS OFFICERS, EMPLOYEES, AND AGENTS (THE "INDEMNIFIED PARTIES") AGAINST ALL LOSSES, LIABILITIES, CLAIMS, DAMAGES, COSTS OR EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (COLLECTIVELY, "CLAIM") THAT ARE BROUGHT AGAINST THE INDEMNIFIED PARTIES ARISING OUT OF OR RELATED TO (1) ANY PERSONAL INJURY, DEATH OR PROPERTY DAMAGE CAUSED BY ANY ACT, OMISSION, ERROR, FAULT, MISTAKE OR NEGLIGENCE OF THE CONTRACTOR OR ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS RELATED TO THIS AGREEMENT, (2) ANY ACT OR OMISSION BY THE CONTRACTOR THAT CONSTITUTES A NON-TRIVIAL (FROM THE PERSPECTIVE OF A REASONABLE PERSON IN THE POSITION OF THE INDEMNIFIED PARTIES) BREACH OF THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, ANY MISREPRESENTATION OR BREACH OF WARRANTY, OR (3) THE INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY RIGHT ARISING FROM DELIVERY, USE, OR PERFORMANCE OF THE SERVICES. THIS DUTY INCLUDES COSTS INCURRED BY THE INDEMNIFIED PARTIES IN ASSUMING THEIR OWN DEFENSE. THE CONTRACTOR'S OBLIGATION UNDER THIS SECTION SHALL NOT EXTEND TO ANY CLAIM PRIMARILY CAUSED BY (1) THE NEGLIGENT OR INTENTIONAL MISCONDUCT OF AN INDEMNIFIED PARTY, OR (2) THE CONFEDERATED TRIBES' MODIFICATION OF GOODS WITHOUT THE CONTRACTOR'S APPROVAL AND IN A MANNER INCONSISTENT WITH THE PURPOSE AND PROPER USE OF THOSE GOODS.

4.2 WRITTEN AUTHORIZATION. ANY LEGAL COUNSEL PURPORTING TO REPRESENT THE INTERESTS OF AN INDEMNIFIED PARTY SHALL FIRST OBTAIN WRITTEN AUTHORIZATION FROM THE CONFEDERATED TRIBES' OFFICE OF LEGAL COUNSEL. THE CONFEDERATED TRIBES, THROUGH ITS OFFICE OF LEGAL COUNSEL, MAY ASSUME THE DEFENSE OF AN INDEMNIFIED PARTY AT ANY TIME WHEN IT DETERMINES IN ITS SOLE DISCRETION THAT (1) PROPOSED COUNSEL IS PROHIBITED FROM THE PARTICULAR REPRESENTATION CONTEMPLATED; (2) COUNSEL'S REPRESENTATION IS INADEQUATE; (3) IMPORTANT TRIBAL INTERESTS ARE AT STAKE; OR (4) IT IS IN THE BEST INTEREST OF AN INDEMNIFIED PARTY.

5. Work Product

5.1 Definition. "**Work Product**" means any work papers, reports, information, drawings, or internal memoranda of any kind, including photographs, and any written or graphic material, or other materials, however produced, prepared by, collected, generated, or created by the CONTRACTOR in connection with its performance of the Services.

5.2 Ownership. The CONFEDERATED TRIBES owns all Work Product.

5.3 Confidential. All Work Product is confidential and the CONTRACTOR shall maintain that confidentiality.

5.4 Authorization. The CONTRACTOR shall not disclose any Work Product without prior written authorization from the CONFEDERATED TRIBES.

5.5 Employees. The CONTRACTOR shall only disclose Work Product to employees when necessary to perform the Services. The CONTRACTOR shall require all employees to maintain the Work Product's confidentiality.

5.6 Return of Work Product. The CONTRACTOR shall promptly deliver all Work Product to the CONFEDERATED TRIBES upon completion of the Services or termination of this agreement.

6. Insurance

6.1 Whether Required. Insurance ☒ IS ☐ IS NOT required. If unchecked, insurance is required.

6.2 Generally. If insurance is required under this agreement, CONSULTANT shall maintain the following insurance, naming the CONFEDERATED TRIBES as an additional insured:

- (a) Commercial General Liability insurance in the amount of one million dollars each occurrence and two million dollars aggregate.
- (b) Commercial Automobile Liability insurance in an amount equal to the greater of (1) one million dollars for all vehicles used in performance of the Services or (2) any other amount required by applicable law.
- (c) Worker's Compensation Insurance, Disability Benefits Insurance and any insurance required by applicable law.

6.3 Delivery of Certificates. If insurance is required, the CONTRACTOR shall deliver certificates of insurance showing

the foregoing insurance coverage within 10 days of the start of work.

6.4 No Subrogation. The CONTRACTOR waives all subrogation rights against the CONFEDERATED TRIBES and any of its contractors, subcontractors, agents, officers, employees, or companies.

7. Termination

7.1 For Convenience. Either party may terminate this agreement by giving to the other party 10 days' prior written notice. The notice shall specify the effective date of termination. Termination will not alter payment terms or give rise to any equitable claim for reimbursement.

7.2 Breach of Agreement. The CONFEDERATED TRIBES may immediately terminate this agreement by written notice following a breach by the CONTRACTOR.

8. General Terms

8.1 Choice of Law. The laws of the Confederated Tribes of the Umatilla Indian Reservation govern this agreement.

8.2 Severability. Any provision of this agreement held to be unenforceable will not affect the enforceability of any other provision.

8.3 Terminology. The words "include," "includes," and "including" are to be read as if they were followed by the phrase "without limitation to". The word "or" is not exclusive. Headings are provided for convenience and do not affect meaning. Any reference to a time of day is to the time in Pendleton, Oregon.

8.4 Notices. Notices must be in writing. Delivery occurs when the other party receives notice through certified mail or a reputable overnight courier. Representative addresses are as follows:

The CONFEDERATED TRIBES:

**CTUIR Department of Natural Resources
First Foods Policy Program
46411 Timline Way Pendleton, Oregon 97801
Attention: Althea E. Wolf
Telephone: (541) 429-7420
Facsimile: (541) 429-7420
Email: AltheaWolf@ctuir.org**

The CONTRACTOR:

**Bio-Waste Technologies LLC
[REDACTED]
Attention: DeArcie Abraham
Telephone: [REDACTED]
Facsimile: None
Email: [REDACTED]**

8.5 Entire Agreement. This agreement supersedes all prior or contemporaneous oral or written agreements between the parties.

8.6 Amendments. No change, amendment or modification of this agreement is valid unless it is in writing and executed by the parties.

8.7 Assignment. This agreement is not assignable by the CONTRACTOR and binds any successor.

8.8 Survival. The requirements of Sections 3, 4 and 5 survive termination of this agreement.

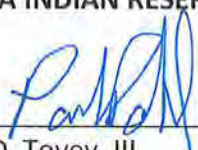
8.9 No General Waiver. The waiver or failure to enforce, insist upon, or comply with any term in this agreement does not constitute a general waiver or relinquishment of that term.

8.10 No Construction Against Drafter. Each party has participated in negotiating and drafting this agreement. If any ambiguity or question of intent or interpretation arises, this agreement is to be construed as if the parties had drafted it jointly, as opposed to being construed against a party because it was responsible for drafting one or more provisions of this agreement.

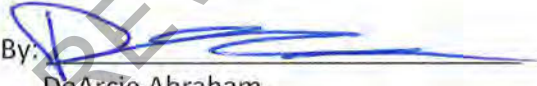
8.11 Additional Certifications. The CONTRACTOR shall execute the certifications in **Schedule C** and return to the CONFEDERATED TRIBES within sixty days of the date stated in the introductory clause.

This agreement is signed as of the date stated in the introductory clause and may be executed in counterparts or by facsimile.

**CONFEDERATED TRIBES OF THE
UMATILLA INDIAN RESERVATION**

By: 
John D. Tovey, III
Interim Executive Director

BIO WASTE TECHNOLOGIES LLC

By: 
DeArcie Abraham
Owner

Attachments:

Schedule A, Scope of Work for Nixyáawii, Awkú Čáwpam Ákaattal: "Nixyáawii, Don't Throw It Away!" Project
Schedule B, Budget
Schedule C, Federal Certifications

SCHEDULE A: Scope of Work

1. Background.

- 1.1 The name of the project is Nixyáawii, Awkú Čáwpam Ákaatta!: “Nixyáawii, Don’t Throw It Away!” The purpose of the project is to assess and divert food waste at a reasonable scale, and to provide a demonstration for future expansion of these efforts. Some of the activities the project will involve are developing a Food Waste Assessment, building community capacity to implement food waste reduction strategies, hosting educational outreach events, conducting surveys, managing a Biogas Digester, and developing educational resources.
- 1.2 The CONFEDERATED TRIBES has developed an overall Climate Adaptation Plan which includes reducing food waste to reduce carbon emissions. This Agreement and the project are intended to fulfill that aspect of the Climate Adaptation Plan.
- 1.3 The CONFEDERATED TRIBES is the recipient of a cooperative agreement from the United States Department of Agriculture (USDA), National Institute of Food and Agriculture (NIFA) and the Office of Urban Agriculture and Innovative Production (OUAIP) as part of the Compost and Food Waste Reduction (CFWR) Pilot Program. The purpose of the CFWR program is to develop and test strategies for planning and implementing municipal compost plans and food waste reduction plans. The intent of the cooperative agreement is to improve waste management and diversion of food waste from Tribal government facilities and facilities owned and managed by the CTUIR.
- 1.4 This work is being conducted under a contractual agreement with the United States Department of Agriculture, Cooperative Agreement No. 2024-70510-41990. All conditions contained in that agreement apply to this project. The Contractor will be provided with a copy.

2. Scope.

- 2.1 **Develop a Nixyáawii Food Waste Assessment (FWA) Report that estimates current food waste quantities.** CONTRACTOR shall coordinate with CTUIR staff to develop and administer surveys and other assessments to measure food waste and community knowledge. CONTRACTOR shall work with CTUIR staff to collect data and analyze assessments. CONTRACTOR shall work with CTUIR staff to design methodology and write a final Food Waste Assessment.
- 2.2 **Build community capacity to implement food waste reduction strategies at CTUIR facilities and family residences.** CONTRACTOR shall

coordinate with CTUIR staff to develop and distribute educational materials. CONTRACTOR shall host community educational events.

- 2.3 **Implement a Biogas Digester demonstration project to collect and utilize food waste to create direct use cooking fuel.** CONTRACTOR shall collect food waste and place the food waste in the Biogas Digester. CONTRACTOR shall have primary responsibility for food waste collection, input, data collection, troubleshooting, removal of outputs, storage and distribution of outputs, and maintenance of the Biogas Digester.
- 2.4 **Food waste collection and Input into Biogas Digester.** CONTRACTOR shall develop collection protocols and schedule, collect food waste and input to digester, advise staff on equipment needs, collect data on inputs, collect data on distance biked, and monitor digester for needs and problems. The CONTRACTOR may use a CTUIR-owned electric bike with an attached cart to transport compost when practicable.
- 2.5 **Manage Biogas and Leachate Collection and Utilization.** CONTRACTOR shall Remove liquid and gaseous products, record outputs, manage storage, coordinate testing for contaminants, manage distribution, and record interest in receiving outputs.
- 2.6 **Communicate effectively with CTUIR staff to fulfill cooperative agreement reporting requirements and participate in project evaluation.** CONTRACTOR shall Communicate regularly with CTUIR staff, coordinate meetings, provide written progress updates with all data collected each month, develop project evaluation criteria, and participate in project evaluation.

3. Applicable Documents.

- 3.1 **Tribal Documents.** The following Tribal documents are hereby incorporated into this agreement and contractor acknowledges receipt thereof:
 - 3.1.1 The Environmental Health and Safety Code of the Confederated Tribes of the Umatilla Indian Reservation, including but not limited to, Chapter 7 (Solid Waste Management), and Chapter 17 (Safety).
 - 3.1.2 CTUIR Climate Adaptation Plan.
 - 3.1.3 CTUIR Computer Use Policy.
- 3.2 **Federal Documents.** The following Federal documents are hereby incorporated into this agreement and contractor acknowledges receipt thereof:

- 3.2.1 Agreement Between the Confederated Tribes of the Umatilla Indian Reservation and the U.S. Department of Agriculture National Institute of Food and Agriculture (NIFA) and the Office of Urban Agriculture and Innovative Production (OUIAP), Contract # 2024-70510-41990, dated June 1, 2024.
- 3.2.2 National Institute of Food and Agriculture Research Terms and Conditions for Cooperative agreements and Cooperative Agreements.

4. Requirements.

4.1 Develop a Nixyáawii Food Waste Assessment (FWA) Report that estimates current food waste quantities.

- 4.1.1 Contractor shall work closely with CTUIR staff to develop a Nixyáawii Food Waste Assessment (FWA) for publication. The purpose of the FWA is to improve community and government understanding of food waste generated, identify opportunities to reduce waste and improve recycling, and facilitate future waste management planning.
- 4.1.2 Contractor will assist CTUIR staff with developing FWA outline, survey designs, and community knowledge assessment methodology; compiling and analyzing responses; and preparing draft reports for CTUIR staff review.
- 4.1.3 Contractor will collect a minimum of 200 survey responses by the end of January 2025.
- 4.1.4 Contractor will work with CTUIR staff on development of data collection methodology and protocol, which will include best practices, equipment uses and calibration, types of data to be collected, and how to report and store data.
- 4.1.5 Contractor will submit data collected to CTUIR staff each month.
- 4.1.6 Contractor will draft advertisements for events for review by CTUIR staff. CTUIR staff will be responsible for printing and distribution of advertisements.
- 4.1.7 Contractor will draft an evaluation form for host sites to complete to provide feedback on the effectiveness of the project.
- 4.1.8 Contractor will collect additional data as directed by CTUIR staff for the FWA, including, but not limited to interviews, photos, and testimonials.
- 4.1.9 Contractor will work with CTUIR staff to develop a complete draft FWA.
- 4.1.10 Contractor and CTUIR staff will jointly present the draft FWA for community feedback. Contractor will record feedback on the draft from each presentation.

4.1.11 Contractor and CTUIR staff will revise the FWA for publication together based on community feedback.

4.1.12 Contractor and CTUIR staff will present the final FWA to the CTUIR Board of Trustees and General Council.

4.2 Build community capacity to implement food waste reduction strategies at CTUIR facilities and family residences.

4.2.1 Contractor shall work with CTUIR staff to identify potential host sites for food waste collection and confirm host site participation.

4.2.2 Contractor will maintain communication with host site points of contact to provide information, answer questions, and quickly resolve any issues to ensure the success of the project.

4.2.3 Contractor will coordinate with CTUIR staff to host educational and skill building trainings and events for host sites and the larger community. CTUIR staff will be responsible for all printing and purchasing for the events. Contractor will provide suggestions on items needed for each event.

4.2.4 Contractor will host a minimum of two events by April 2025.

4.2.5 For each event, Contractor will collect data on event attendance, generate a contact list, and take photos of the event. Contractor will include summaries of events hosted on monthly invoice progress reports.

4.2.6 Contractor will take photos and videos throughout the project and submit media to CTUIR staff monthly.

4.2.7 Contractor will draft and develop a minimum of six educational resources for the CTUIR community. Contractor will collaborate with CTUIR staff on formats and final versions of educational resources. CTUIR staff will be responsible for any printing or online publication.

4.2.8 Contractor will draft a minimum of four project update articles for CTUIR staff to review and submit to the Confederated Umatilla Journal to be considered for publication. Contractor will include project photos with draft articles.

4.2.9 Contractor will work with CTUIR staff to draft and distribute knowledge gained assessments to evaluate the effectiveness of the project.

4.3 Implement a Biogas Digester demonstration project to collect and utilize food waste to create direct use cooking fuel.

4.3.1 Contractor shall provide suggestions to CTUIR on equipment options. CTUIR staff will be responsible for making equipment purchases.

- 4.3.2 Contractor will assist with siting and installation of equipment, storage and maintenance of equipment, and troubleshooting issues with equipment.
- 4.3.3 Contractor will coordinate with CTUIR and the CTUIR Public Works Department on siting and installing the anaerobic digester at the Longhouse in a way that minimizes any negative impacts.
- 4.3.4 Near the end of the project, Contractor will collect feedback from the community and Tribal departments on whether the equipment should be maintained, modified, or removed.

4.4 Food Waste Collection and Input to Biogas Digester.

- 4.4.1 Contractor shall have primary responsibility for collecting food waste from designated sites for input into the digester at the Longhouse.
- 4.4.2 Contractor shall collect food waste in a timely and sanitary manner to avoid attracting animals and insects.
- 4.4.3 Contractor shall coordinate with CTUIR staff on materials and equipment needed for food waste collection. CTUIR shall be responsible for purchasing.
- 4.4.4 Contractor shall coordinate with CTUIR staff on food waste collection protocols and a schedule for food waste collection. Contractor shall also coordinate with host sites on collection schedule.
- 4.4.5 Contractor shall remove any unacceptable materials prior to input into the digester and shall properly dispose of the unacceptable materials.
- 4.4.6 Contractor shall collect data on weights and contents of food waste placed in digester. Contractor shall provide data to CTUIR with monthly invoice progress reports.
- 4.4.7 Contractor shall keep a record of distances traveled with a CTUIR-owned electric bike to collect food waste. Contractor shall provide data to CTUIR with monthly invoice progress reports.
- 4.4.8 Contractor shall monitor the digester for any needs or problems. Contractor will immediately report any needs, issues, or problems to CTUIR staff, including unwanted or harmful human activity. Contractor will troubleshoot any small issues and report to CTUIR staff.

4.5 Manage Biogas Digester Gas and Leachate Collection and Utilization.

- 4.5.1 Outputs from the anaerobic digestion process include liquid and gaseous products that require periodic removal to maintain the digester operation safely. Contractor shall have primary responsibility to regularly remove outputs.

- 4.5.2 Contractor will monitor biogas digester site and storage for safety and immediately report any concerns to CTUIR staff
- 4.5.3 Contractor shall record gas and liquid outputs accurately and according to protocols developed with CTUIR staff. Contractor shall report outputs in monthly invoice progress reports.
- 4.5.4 Contract shall have primary responsibility to manage storage of outputs. Storage location for outputs will be determined in consultation with CTUIR staff.
- 4.5.5 Contractor shall coordinate with CTUIR staff on testing liquid outputs for contaminants before distributing any outputs.
- 4.5.6 Contractor shall manage distribution of the liquid outputs of the anaerobic digester. Contractor will remove liquid outputs at intervals that allow for best management of the digester. Contractor will coordinate with CTUIR staff, community members, and interested entities to distribute liquid outputs.
- 4.5.7 Contractor shall record interest in liquid outputs, keep a contact list for potential participation in fertilizer trials, and coordinate trainings for using liquid outputs.

4.6 Communicate effectively with CTUIR staff to fulfill cooperative agreement reporting requirements and participate in project evaluation.

- 4.6.1 Contractor shall communicate regularly with CTUIR staff through email, calls, and meetings to coordinate.
- 4.6.2 Contractor shall coordinate regular check-in meetings with stakeholders.
- 4.6.3 Contractor shall keep detailed notes of all meetings.
- 4.6.4 Contractor shall provide monthly written progress updates for CTUIR staff to use to meet cooperative agreement reporting requirements.
- 4.6.5 Contractor shall assist CTUIR in developing evaluation criteria for the project and methodology for collecting and analyzing evaluation information.
- 4.6.6 Contractor will participate in an evaluation process of the project and the Contractor's work on the project.

4.7 This work shall be completed by May 31, 2026. Since this work is being performed in accordance with funding under USDA contract # 2024-70510-41990, time is of the essence. Contractor shall work proactively with CTUIR staff to ensure the project will be completed by the end date.

SCHEDULE B: Project Budget

I. PAYMENT TERMS.

The CONFEDERATED TRIBES shall reimburse the CONTRACTOR according to the following terms, **which amount is limited to a maximum of \$87,180.**

For 2024, funds available are limited to \$ _14,820.00_.

For 2025, funds available are limited to \$ _43,590.00_.

For 2026, funds available are limited to \$ _28,770.00_.

Contractor Staff Position	Hourly Rate
Operation Manager	\$30.00

Work Item	Description	Units or Hours per year			Cost per year
Work Item 1: Develop a Nixyáawii Food Waste Assessment (FWA) Report	Draft survey tools, collect survey responses, draft promotional materials, draft and revise FWA, present FWA to community	238			\$7,140.00
		2024	2025	2026	
		99	238	139	
Work Item 2: Build community capacity to implement food waste reduction strategies at CTUIR facilities and family residences.	Identify and confirm host sites, regular communication with host sites, host trainings and events, develop education resources, draft newspaper articles, draft knowledge gained assessments	238			\$7,140.00
		2024	2025	2026	
		99	238	139	
Work Item 3: Implement Biogas Digester demonstration project to collect and utilize food waste to create direct use cooking fuel.	Provide equipment recommendations, coordinate siting and installation, troubleshoot issues, collect feedback, provide assessment of equipment at end of project	119			\$3,570.00
		2024	2025	2026	
		50	119	69	
Work Item 4: Food Waste Collection and Input to Biogas Digester.	Develop collection protocols and schedule, collect food waste and input to digester, advise staff on equipment needs, collect data on inputs, collect data on distance biked, monitor digester for needs and problems	286			\$8,580.00
		2024	2025	2026	
		123	286	163	
Work Item 5: Manage Biogas and Leachate Collection and Utilization.	Remove liquid and gaseous products, record outputs, manage storage, coordinate testing for contaminants, manage distribution, record interest in receiving outputs	286			\$8,580.00
		2024	2025	2026	
		0	286	286	

Work Item 6: Communicate effectively with CTUIR staff to fulfill cooperative agreement reporting requirements and participate in project evaluation.	Communicate regularly with CTUIR staff, coordinate meetings, provide written progress updates with all data collected each month, develop project evaluation criteria, participate in project evaluation	286			\$8,580.00
		2024	2025	2026	
		123	286	163	
Subtotal per project year: 1,453 hours x \$30.00					\$43,590
Total Contractor Budget: 2,906 hours x \$30.00					\$87,180.00

II. PAYMENT PROCEDURES.

- A. CONTRACTOR shall submit invoices for reimbursement of work performed on a monthly basis to:
- CTUIR - Department of Natural Resources First Foods Policy Program
ATTN: **RaeAnn Oatman**
46411 Timine Way
PENDLETON, OR 97801
Invoice submission preference:
EMAIL: RaeAnnOatman@ctuir.org and **Cc:** AltheaWolf@ctuir.org
- B. Invoices must conspicuously indicate they are for cost center: 351-024.
- C. Invoices must be complete and accurate to qualify for reimbursement.
- D. CONTRACTOR shall submit a progress report with each invoice. The progress report must include a summary of results or activities for each task identified in the Scope of Work and any major problems encountered in accomplishing those tasks. The progress report must include all relevant data collection sheets for the month.
- E. Final invoices for work performed under this contract must be submitted:
- For all work completed in 2024, invoices must be submitted by **January 31, 2025**.
 - For all work completed in 2025, all invoices must be submitted by **January 31, 2026**.
 - For all work completed in 2026, all invoices must be submitted by **June 30, 2026**.
- F. The CONFEDERATED TRIBES will reimburse the CONTRACTOR for correctly submitted invoices within thirty-five (35) days of receipt.
- G. Invoices needing correction will be reimbursed within thirty-five (35) days of receipt of the corrected invoice.
- H. Payment on disputed invoices will be delayed until the dispute has been resolved to the CONFEDERATED TRIBES' satisfaction.

SCHEDULE C: Federal Certifications

52.204-3 Taxpayer Identification.

As prescribed in 4.905, insert the following provision:

Taxpayer Identification (Oct 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

[REDACTED]

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(f) *Common parent.*

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

Certification Regarding Debarment, Suspension, Proposed Debarment, and other Responsibility Matters

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) ~~Are~~ ☒ ~~are not~~ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency or any Tribal government;

(B) ~~Have~~ ☒ ~~have not~~ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, Tribal, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) ~~Are~~ ☒ ~~are not~~ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; ~~Have~~ ☐ ~~have not~~ ☒ within a 7-year period preceding this offer, had a civil or criminal judgement rendered against them by a Tribal court for any offense related to Indian Preference laws (including TERO provisions) or had a civil judgement rendered against them relating to the firms status as an Indian contractor.

(D) ~~Have~~ ☒ ~~have not~~ within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied;

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has has not ~~has~~, within a 7-year period preceding this offer, had one or more contracts terminated for default by any Federal agency, State agency, or any Tribal Government.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)



Typed name and title of Authorized Representative



Signature of Authorized Representative Date

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.

As prescribed in 3.808(a), insert the following provision:

CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(a) *Definitions.* As used in this provision—"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

(b) *Prohibition.* The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(c) *Certification.* The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) *Disclosure.* If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) *Penalty.* Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.219-1 Small Business Program Representations.

As prescribed in 19.309(a)(1), insert the following provision:

Small Business Program Representations (Oct 2014)

(a) *Definitions.* As used in this provision-

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

"Service-disabled veteran-owned small business concern" -

(1) Means a small business concern-

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C.101(2), with a disability that is service-connected, as defined in 38 U.S.C.101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (b) of this provision.

"Small disadvantaged business concern," consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that-

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-
 - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and
 - (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Veteran-owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C.101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern-

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and

the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) The North American Industry Classification System (NAICS) code for this acquisition is— **541690 - Other Scientific and Technical Consulting Services.**

(2) The small business size standard is **\$19.0 million for 541690**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(c) Representations.

(1) The offeror represents as part of its offer **that it is, is not** a small business concern.

(2) **[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]** The offeror represents **that it is, is not**, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) **[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]** The offeror represents as part of its offer **that it is, is not** a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. **[Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.]** The offeror represents as part of its offer that-

(i) It **is, is not** a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It **is, is not** a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. **[Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.]** The offeror represents as part of its offer that-

(i) It **is, is not** an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It **is, is not** a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) **[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]** The offeror represents as part of its offer **that it is, is not** a veteran-owned small business concern.

(7) **[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.]** The offeror represents as part of its offer **that it is, is not** a service-disabled veteran-owned small business concern.

(8) **[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]** The offeror represents, as part of its offer, that-

- (i) ☒ It is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and
- (ii) ☒ It is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C.645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-
- (i) Be punished by imposition of fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.
- (End of provision)

Alternate I (Sept2015). As prescribed in 19.309(a)(2) add the following paragraph(c)(9) to the basic provision; add the following paragraph (c)(9) to the basic provision:

(9) *[Complete if offeror represented itself as disadvantaged in paragraph(c)(2) of this provision.]* The offeror shall check the category in which its ownership falls:

- ☐ Black American.
- ☐ Hispanic American.
- ☒ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- ☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- ☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- ☐ Individual/concern, other than one of the preceding.

52.223-6 Drug-Free Workplace.

As prescribed in 23.505, insert the following clause:

Drug-Free Workplace (May 2001)

(a) *Definitions.* As used in this clause-

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract.

"Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration-

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about-

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by paragraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by paragraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will-

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

(End of clause)

I certify that the contractor is currently and will remain in compliance with the above provision, § 52.223-6.

52.222-21 Prohibition of Segregated Facilities.

As prescribed in 22.810(a)(1), insert the following clause:

Prohibition of Segregated Facilities (Apr 2015)

(a) *Definitions.* As used in this clause

"Gender identity" has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

"Segregated facilities," means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

"Sexual orientation" has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

PRINTING (6-2)

(OCT 93)(BPI 6.8.3.1)

The contractor shall not engage in, nor subcontract for, any printing (as that term is defined in Title I of the U.S. Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with the performance of work under this contract: Provided, however, that performance of a requirement under this contract involving the duplication of less than 5,000 copies of a single unit, or no more than 25,000 units in the aggregate of multiple units, will not be deemed to be printing. A unit is defined as one sheet, size 8-1/2 by 11 inches, one side only, one color.

(a) The term "printing" includes the following processes: composition, plate making, presswork, binding, microform publishing, silk screening, or the end items produced by such processes.

(b) If fulfillment of the contract will necessitate reproduction in excess of the limits set forth above, the contractor shall notify the Contracting Officer in writing and obtain the Contracting Officer's approval prior to acquiring on BPA's behalf production, purchase, and dissemination of printed matter.

(c) Printing services not obtained in compliance with this guidance may result in the cost of such printing being disallowed.

(d) The contractor shall include in each subcontract hereunder a provision substantially the same as this clause including this paragraph (d).

I certify that the contractor is currently and will remain in compliance with the above provision;

Print name: _____

DeArcio Abraham

Signature _____

[Signature]

Date _____

8.21.24

52.225 - 13 - Restrictions on Certain Foreign Purchases.

As prescribed in 25.1103(a), insert the following clause:

RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at <http://www.treas.gov/offices/enforcement/ofac> More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR chapter V and/or on OFAC's Web site at <http://www.treas.gov/offices/enforcement/ofac>.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

**Confederated Tribes *of the*
Umatilla Indian Reservation**

Finance Department



To provide comment, please email comments to FirstFoods@CTUIR.org

46411 Timine Way
Pendleton, OR 97801

www.ctuir.org
Phone & Fax No. (541) 276-8221

QUOTATION SUMMARY

Date: July 23, 2024

Listed below is the quotation summary for Don't Throw It Away for DNR-First Foods.

CONTRACTOR/VENDOR NAME	TOTAL
1. Bio-Waste Technologies	\$87,180.00
2. No Bid	\$0.00
3. No Bid	\$0.00

All purchase requisitions must have the quotation summary and the written quote attached before the purchase requisition will be processed. If you have any questions, call or email Becky Burke, Purchasing Officer @ x7164.

DRAFT FOR REVIEW

BIO-WASTE TECHNOLOGIES

PROPOSAL FOR SERVICES

COVER LETTER

Michelle Thompson
CTUIR Department of Natural Resources
Nixyaawii Governance Center
46411 Timine Way
Pendleton, OR 97801

Dear Michelle Thompson,

My name is Dearcie Abraham, and I am the owner of Bio-Waste Technologies. My interest in organic waste stream management began four years ago. For the first two years, I conducted extensive research on various methods to manage organic waste, such as vermiculture, composting, and anaerobic digestion. During this period, I learned about the harmful effects of food waste. I recalled my great grandma's words, "don't waste food," and her teachings on how to divert it. This cultural connection deepened my commitment to this field.

Further research into the climate effects of food waste on the EPA, USDA, and FDA websites revealed that methane capture, food waste collection, and composting are effective ways to return carbon to the soil and reduce greenhouse gases, potentially reversing climate change.

I am enthusiastic about making a tangible difference for our gatherers, hunters, and fishers near and far from the Arlington landfill. By healing soils and giving back to Mother Earth, we can improve agriculture, making it a healthy and profitable endeavor. Currently, we operate within a linear system, but as an Indigenous community, it is crucial to develop our own circular system that retains resources to nourish our lands and people. Realizing I could make an environmental impact for my tribe transformed my work into a passion.

I am confident in my skills and passion to complete this project. The above is a brief glimpse into my drive and dedication to organic waste management.

Sincerely,
Dearcie Abraham
Owner, Bio-Waste Technologies
[REDACTED]

SUMMARY

About Us

BIO-WASTE TECHNOLOGIES is a certified woman and Indian-owned business, proudly operated by a CTUIR member. I, Dearcie Abraham, am self-employed and currently operate from my home. My passion for organic waste management has driven my commitment to this innovative industry for over four years.

Company Size and Location

Currently, BIO-WASTE TECHNOLOGIES is a small, home-based enterprise located within the CTUIR community. Despite our modest size, our dedication and specialized expertise allow us to deliver impactful solutions in organic waste management.

Contracting Experience

Our relevant contracting experience includes:

- *Two presentations on vermiculture for Valerie Conner, OSU Master Gardener.*
- *Participation in the Nixyaawii "DON'T THROW IT AWAY" internship.*
- *Facilitating a cooperative work experience food waste assessment agreement with BMCC instructor and the CTUIR Family Engagement Program for 90 days.*

Areas of Expertise

BIO-WASTE TECHNOLOGIES expertise includes, but is not limited to, the following areas:

- **Organic Waste Management and Methane Mitigation:** Operations management, anaerobic digestion operations, training, effective staff communication, waste collection, identification of potential collection sites, data collection, food waste input and leachate output management and utilization, record keeping, methane capture, and utilization of end products.
- **Educational Outreach and Community Engagement:** Development of educational materials and resources, presentations, community connections, capacity building to implement waste reduction strategies, hosting educational outreach events, conducting community surveys, and providing organic waste consultation.
- **Agricultural Production and Pest Management:** Comprehensive crop and animal care from seeding or conception to harvest and marketing, soil crop care, vermiculture operations, composting operations, Pest and weed management

STAFF CAPABILITIES AND TRAINING

Although BIO-WASTE TECHNOLOGIES is primarily operated by myself, my ongoing dedication to continuous education and skill development ensures the highest level of expertise and service quality. I have received several certifications and recognitions in the field of organic waste management:

Institute of Local Self-Reliance (ILSR) Community Composting 101 Certificate:
Obtained 7/15/2022 Recertified 9/23/2023

- CTUIR Certified Indian Owned Business Certificate: Received on 2/8/2023.
- US Composting Council Compost Operations Training Certificate: Received on 3/22/2024.
- BMCC Award "Queen of Composting" Certificate: Received on 6/1/2024.
- BMCC Honor Roll Award: Earned over five terms, with a GPA of 3.79, and membership in the Phi Theta Kappa Honor Society.

Available by request

Experience in Food Waste Management

My ongoing dedication to operate and further educate myself in organic waste management reflects my commitment to this emerging and innovative industry. I am continually seeking new standards, policies, procedures, and top-of-the-line training opportunities. For the past four years, my family has contributed to my hands-on experience by generating an average of ten pounds of compostable waste per week, equating to two tons of methane diverted from our local environment. This commitment contributes to the health and safety of all living beings.

EXPERIENCE AND QUALIFICATIONS

❖ AWS Open Orchard Project (7/2022 - Current)

BIO-WASTE TECHNOLOGIES LLC was awarded the "OPEN ORCHARD" project grant from Amazon Web Services in partnership with ChangeX.com in July of 2022. I managed the grant, ensuring the orchard was promptly purchased and planted. In December of 2022, AWS recognized me as a "community change maker" at an event held at the local Convention Center in Hermiston, OR. During this event, AWS conducted an interview with me, which took place at Wild Horse and included video content of the newly planted orchard. This interview was the main feature at the community change maker reception highlighting my project alongside two others out of 150 grant recipients. The orchard includes fourteen fruit trees such as fig, pineapple quince, peach, cherry, apple, and pear as well as four honeyberry, two blueberry, and two grape plants.

To support the project, I assembled an open orchard team and collaborated with public works and housing to secure local space for the orchard. A grant requirement was that the trees be planted in a community-accessible area, and housing granted permission for the orchard to be located near Wetlands Park between Willow and Alder Drive. I provided a written agreement to housing, vouching to care for the orchard until it is established over the next two years.

We hosted a planting and project update event in May of 2024. I hand-water the trees 1-2 times a week and use only compost as an amendment. I am happy to report the orchard is thriving.

For more details, you can watch the interview: AWS Community Change Maker Interview.

https://www.youtube.com/watch?v=FCc6qsGfS_Q&t=99s

❖ ***"DON'T THROW IT AWAY" Food Waste Management (9/2023 - 5/2024)***

I completed a 6-month internship for the First Food Program, climate adaption specialist Colleen Sanders and a 12-week workforce development project for the Department of Natural Resources on the "Don't Throw It Away" project. Goals and implementation included:

- *Developing a pilot project and investigational approaches to generate baseline data.*
- *Guiding future project implementation.*
- *Documenting pounds of food waste collected daily.*
- *Developing written protocols for data collection on food waste reduction and associated compost processing approaches.*
- *Connecting with relevant individuals or companies.*
- *Conducting research on food waste bioenergy and composting options.*
- *Providing written summaries and developing materials to communicate project goals and outcomes.*

BIO-WASTE TECHNOLOGIES operates with a streamlined and efficient organizational structure, ensuring that all decision-making, project management, and task implementation are managed with expertise and dedication.

EPA's Anaerobic Digester Biogas System Operator's Guidebook

I completed an anaerobic digester biogas system operator's guidebook which informed the creation of a 33-page biogas operations manual property of CTUIR provided by BIO-WASTE TECHNOLOGIES. I have continued to read relevant materials including:

- *EPA: The Environmental Impacts of US Food Waste Manual Parts One and Two.*
- *EPA: A Guide to Conducting and Analyzing a Food Waste Assessment.*
- *EPA: Downstream Management of Organic Waste in the United States Strategies for Methane Mitigation.*

From this work, I produced key documents and materials:

- *A 6-page community composting basics presentation and handouts.*
- *33-page biogas operations manual.*
- *A 21-slide presentation titled "How and Why We Compost."*

BIO-WASTE TECHNOLOGIES presented "community composting 101" at CTUIR Climate Adaption Event with Colleen Sanders link is provided here: https://www.youtube.com/watch?v=aUbTRe_40II&t=905s

Qualifications

- US COMPOSTING COUNCIL
40 hr. compost operations management certification
- INSTITUTE OF LOCAL SELF RELIANCE
community composting 101 certifications.
- CTUIR
Indian owned business certification

ORGANIZATIONAL STRUCTURE

BIO-WASTE TECHNOLOGIES operates with a streamlined and efficient organizational structure, ensuring that all decision-making, project management, and task implementation are managed with expertise and dedication.

Decision Making and Project Management

All decision-making and project management responsibilities are managed by DeArcie Abraham, the owner of BIO-WASTE TECHNOLOGIES. DeArcie is certified in organic materials management through both the US Composting Council and the Institute of Local Self-Reliance. Her extensive knowledge and hands-on experience ensure that all projects are executed to the highest standards.

Project Task Implementation

Project tasks are also implemented by DeArcie Abraham, ensuring a consistent and high-quality approach throughout the project lifecycle. No subcontractors are involved, which allows for a more controlled and cohesive execution of all project activities. This structure guarantees that all aspects of the project are managed by a highly qualified and enthusiastic individual, dedicated to delivering exceptional results in organic waste management.

References

Cooperative work experience project managers:

- ❖ Dionne Bronson DCFS family engagement program manager
dionnebronson@ctuir.org PH: 541-215-9990
- ❖ Drew Leggett BMCC Instructure
aleggett@bluecc.edu PH: 541-910-3504

I produced a 90-day food waste assessment on this project for BMCC instructor Drew Leggett & family engagement I conducted a staff training, food waste collection, waste weights, at home composting of waste and finalize the food waste assessment this project was completed Jun/2023 my letter grade was A.

- ❖ Valerie conner
Master gardener from OSU
vmconner@msn.com PH: 503-453-7193

Presented twice to Rose City Garden Club and Pendleton Dirt Dabblers for Valerie Conner

Community Outreach

During my internship, I conducted basic interviews with Mission Market and St. Anthony's Food Oasis Food Bank. Both organizations are committed to diverting food waste. Oasis Food Bank expressed interest in starting a garden, and I referred them to AWS for grant opportunities.

Dionne Bronson is a regular contact and I update the family engagement program on food waste diversion opportunities. I attend excursions/events to analyze the best diversion

implementations for the specific program needs. They are thrilled to be a part of the Nixyawaii "Don't Throw It Away" project and are awaiting services.

I presented "How and Why We Compost" to the Farm Committee and Tiicham Conservation Districts and I delivered "Community Composting 101" at a CTUIR climate adaption event held by Colleen Sanders. You can watch the presentation here:

https://www.youtube.com/watch?v=aUbTRe_40II&t=905s

I am staying in touch with Karen Wagner to discuss future food waste opportunities. She informed me that the Hermiston School District already separates food scraps and logs current waste, but this waste is currently disposed of in the landfill, presenting a potential opportunity for food waste diversion.

Valerie Conner, an OSU master gardener, found my business card at Astro gas station, contacted me, and invited me to present to her Garden Club, the "Dirt Dabblers." This was my first presentation, focusing on vermiculture. Following this meeting, we had lunch and arranged another presentation for the "Rose City Garden Club" held at BMCC. Both presentations were successful. Valerie and I stay in regular contact; she consults with me, and we are planning a STEAM project with her church's kids camp at Harris Park from July 17th through 19th, 2024.

PROJECT SCHEDULE AND BUDGET

Project Scope and Tasks

1. Project Kickoff

Date: July 31, 2024

Activities: Initial meeting with stakeholders, project goals and deliverables outline, role assignments.

Time Required: 1 day.

2. Phase 1: Planning (August 1, 2024 – August 31, 2024)

Activities: Detailed project planning, waste collection and management strategy development, identification of collection sites, creation of educational materials.

Milestone: Comprehensive

project plan and educational materials ready.

Time Required: 1 month/ongoing.

3. Phase 2: Execution (September 1, 2024 – May 31, 2026)

Activities: Implementation of waste collection systems, staff and community training, waste collection monitoring and management, composting and methane capture initiation.

Milestone: Fully operational

waste collection and composting systems.

Time Required: 4 months/ongoing.

4. Phase 3: Monitoring and Control (January 1, 2025 – May 31, 2026)

Activities: Regular progress tracking, strategy adjustments, continued educational outreach, community surveys and feedback gathering.

Milestone: Mid-project review

and adjustments.

Time Required: 2 months/ongoing.

5. Project Closeout (March 1, 2026 – May 31, 2026)

Activities: Final project review and food waste assessment report, documentation of lessons learned, task wrap-up, final presentation to stakeholders.

Milestone: Project completion and final report.

Time Required: 3 months.

Cost for completion of tasks	Price
Developing Nixyawaii food waste assessment report that estimates current food waste quantities	\$7,140
Build community capacity to implement food waste reduction strategies at CTUIR facilities and family residence	\$7,140
Implement a biogas digester demonstration project to collect and utilize food waste to create direct use cooking fuel	\$3,570
Food waste collection and input to biogas digester	\$8,580
Managed biogas digester gas and leachate collection and utilization	\$8,580
Communicate effectively with CTUIR staff to fulfill grant reporting requirements and participate in project evaluation	\$8,580
TOTAL 2 YEAR COST	\$87,180

Attachment A: Bid Sheet and Cost Proposal/Bid Sheet | Item Description | Quantity | Unit Price (\$)

CONCLUSION

We are excited to collaborate with CTUIR to support your efforts in enhancing organic waste management operations, training, and support services. We are confident in our ability to meet the upcoming challenges and look forward to partnering with you to develop a comprehensive food waste assessment, strengthen community capacity and outreach, and explore further opportunities for utilizing organic waste management as a tribe.

If you have questions on this proposal, feel free to contact DeArcie Abraham at your convenience by email at [REDACTED] or by phone at [REDACTED]

Thank you for your consideration,

Dearcie Abraham
Owner, Bio-Waste Technologies



Confederated Tribes of the Umatilla Indian Reservation
Department of Natural Resources
FIRST FOODS POLICY PROGRAM

Attachment A: Bid Sheet and Cost Proposal

Project Title: Nixyáawii, Awkú Čáwpam Ákaatta!: "Nixyáawii, Don't Throw It Away!"

Interested contractors must complete the cost proposal below and submit it with their proposal. The cost proposal must cover the entire performance period, from beginning work in late July 2024 to the project end date of May 31, 2026.

Interested contractors should list hourly rates for contractor's staff members below:

Contractor Staff Position	Hourly Rate	Estimated Total Hours on Project	Total
OPERATION MANAGER	\$30.00 HR	1,453 HR	\$87,180
	--	TOTAL:	\$87,180

Cost Proposal

Work Item	Description	Units or Estimated Hours	Cost
Work Item 1: Develop a Nixyáawii Food Waste Assessment (FWA) Report	Draft survey tools, collect survey responses, draft promotional materials, draft and revise FWA, present FWA to community	238 HR	\$7,140
Work Item 2: Build community capacity to implement food waste reduction strategies at CTUIR facilities and family residences.	Identify and confirm host sites, regular communication with host sites, host trainings and events, develop education resources, draft newspaper articles, draft knowledge gained assessments	238 HR	\$7,140
Work Item 3: Implement Biogas Digester demonstration project to collect and utilize food waste to create direct use cooking fuel.	Provide equipment recommendations, coordinate siting and installation, troubleshoot issues, collect feedback, provide assessment of equipment at end of project	119 HR	\$3,570

Attachment A: Bid Sheet and Cost Proposal

Work Item 4: Food Waste Collection and Input to Biogas Digester.	Develop collection protocols and schedule, collect food waste and input to digester, advise staff on equipment needs, collect data on inputs, collect data on distance biked, monitor digester for needs and problems	286 HR	\$8,580
Work Item 5: Manage Biogas and Leachate Collection and Utilization.	Remove liquid and gaseous products, record outputs, manage storage, coordinate testing for contaminants, manage distribution, record interest in receiving outputs	286 HR	\$8,580
Work Item 6: Communicate effectively with CTUIR staff to fulfill grant reporting requirements and participate in project evaluation.	Communicate regularly with CTUIR staff, coordinate meetings, provide written progress updates with all data collected each month, develop project evaluation criteria, participate in project evaluation	286 HR	\$8,580
TOTAL		1,453 HR	\$87,180

Bidder's Qualifications for the project must be attached to the Bid Sheet

CONTRACTOR'S FULL LEGAL NAME:	DeArcie Abraham
AUTHORIZED SIGNATURE:	
PRINTED NAME AND TITLE OF PERSON SIGNING:	DeArcie Abraham/Owner
DATE:	7/11/2024
COMPANY ADDRESS:	
COMPANY PHONE NUMBER:	
COMPANY EMAIL ADDRESS:	
BID PRICES VALID FOR DAYS:	30 days

Attachment A: Bid Sheet and Cost Proposal



Range, Agriculture, and Forestry

Riparian Shrub Planting & Vegetation Management

Opens: 7/1/2024 12:00:00 PM

Closes: 7/19/2024 4:00:00 PM



Department of Natural Resources First Foods RFP

Nixyaawii, Awku Cawpam Akaatta!: "Nixyaawii, Don't Throw It Away!"

Opens: 6/28/2024 12:00:00 PM

Closes: 7/12/2024 4:00:00 PM

CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 08/13/2024
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.		
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PRODUCER Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	CONTACT NAME: _____ PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No): _____ E-MAIL: contact@hiscox.com ADDRESS: _____	
INSURED Bio-Waste Technology LLC ██████████ Pendleton, OR 97801	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hiscox Insurance Company Inc NAIC #: 10200	
	INSURER B: _____	
	INSURER C: _____	
	INSURER D: _____	
	INSURER E: _____	
COVERAGES CERTIFICATE NUMBER: _____ REVISION NUMBER: _____		
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INSTR	TYPE OF INSURANCE	POLICY NUMBER
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	P103.708.209.1
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC ☐ OTHER: _____	
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ SCHEDULED AUTOS ☐ ALL OWNED AUTOS ☐ NON-OWNED AUTOS ☐ HIRED AUTOS	
	UMBRELLA LIAB ☐ OCCUR: EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ Y ☒ N/A	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)		
CERTIFICATE HOLDER The Confederated Tribes of the Umatilla Indian Reservation Attention: Colleen Sanders 46411 Timine Way Pendleton, OR 97801		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: _____

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Cost for completion of tasks	Price
Developing Nixyawaii food waste assessment report that estimates current food waste quantities	\$7,140
Build community capacity to implement food waste reduction strategies at CTUIR facilities and family residence	\$7,140
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Confederated Tribes of the Umatilla Indian Reservation
Department of Natural Resources
FIRST FOODS POLICY PROGRAM

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CONTRACTOR'S FULL LEGAL NAME:	DeArcie Abraham
AUTHORIZED SIGNATURE:	
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DATE:	7/11/2024
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BID PRICES VALID FOR DAYS:	30 days

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Contracting Opportunities



Range, Agriculture, and Forestry

Riparian Shrub Planting & Vegetation Management

Opens: 7/1/2024 12:00:00 PM

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Department of Natural Resources First Foods RFP

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INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURANCE	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	Y	P103.70B.209.1	07/31/2024	07/31/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ S/T Gen. Agg. COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	AUTO/MOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS					PER STATUTE ☐ OTHER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	UMBRELLA LIAB EXCESS LIAB ☐ OCCUR CLAIMS-MADE ☐					
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Identity:

Bio-waste Technologies LLC is a Native-led environmental service company dedicated to transforming organic waste into local solutions for energy, soil health, and food security. We specialize in food waste diversion through composting, anaerobic digestion, and community-based education. Our mission is to close the loop on waste by keeping valuable resources out of landfills and returning them to the land and community.

Rooted in Indigenous values and environmental stewardship, we believe food waste is not trash—it is a resource. We work in partnership with tribal nations, farms, schools, and local governments to implement circular systems that restore soil, reduce methane emissions, and support economic and cultural resilience. Our programs empower individuals and institutions to rethink waste and take climate-positive action at the local level.

At Bio-waste Technologies LLC, we don't throw it away—we turn it into power, purpose, and possibility.

Problem worth solving:

In the United States, over 30–40 million tons of food waste are sent to landfills each year, making food waste the largest single contributor to landfill volume and one of the top sources of methane emissions—a greenhouse gas over 80 times more potent than carbon dioxide. When food is thrown away, we're also wasting water, energy, labor, and nutrients that could be cycled back into the land. This linear system—produce, consume, discard—is unsustainable and contributes to climate change, soil degradation, and rising rates of food insecurity.

Despite the severity of the issue, most communities lack accessible infrastructure for composting or anaerobic digestion. Tribal and rural areas are especially underserved, facing both the environmental burden of landfill dependency and the economic cost of hauling waste long distances. Meanwhile, healthy soils are in decline, and millions of people remain food insecure—even as edible food is discarded. **Bio-waste Technologies LLC exists to solve this problem.** We turn organic waste into local assets—compost, natural gas, soil amendments, and educational tools—while reducing emissions and empowering communities to manage waste sustainably. Through circular, regenerative practices, we keep resources local, restore soil health, and build environmental and economic resilience from the ground up.

Our solution:

Bio-waste Technologies LLC provides local, regenerative solutions to the global crisis of food waste and landfill dependency. We solve this problem by designing and operating community-scale systems that **divert food and organic waste away from landfills** and

transform it into valuable resources such as compost, renewable energy, and soil amendments.

Our approach is based on four core strategies:

1. **Food Waste Diversion & Collection**

We offer structured food waste collection systems for households, farms, schools, and institutions. This keeps edible food in circulation (via food banks or animal feed) and sends inedible waste to compost or anaerobic digestion—**not the landfill**.

2. **On-Site Composting & Anaerobic Digestion Systems**

We build and manage a composting site and anaerobic digesters tailored to the needs of tribal and rural communities. These systems **generate nutrient-rich compost, compost tea, and renewable biogas**—helping to close the loop on waste while enriching local soils.

3. **Community Education & Technical Assistance**

We engage communities through workshops, school programs, and hands-on training that **empower people to rethink waste** and build skills in sustainable practices like composting, soil restoration, and zero-waste living.

4. **Culturally Grounded, Circular Systems**

Rooted in Indigenous values of environmental stewardship, we focus on **keeping resources local**, supporting tribal sovereignty, reducing environmental harm, and building food and energy resilience from within the community.

By implementing closed-loop, climate-smart solutions, **Bio-waste Technologies LLC turns a major environmental liability into a local asset**—supporting healthy soils, lower emissions, stronger communities, and a regenerative economy.

Target market:

Bio-waste Technologies LLC serves a diverse but strategically aligned target market that is underserved by traditional waste management systems and highly motivated to adopt sustainable, community-based solutions.

Tribal Nations and Indigenous Communities

- **Need:** Tribal communities often face environmental injustice, limited waste infrastructure, and high food insecurity.
- **Value:** We offer culturally grounded, sovereign solutions that restore land, create jobs, and align with traditional ecological knowledge.
- **Why Us:** As a Native-led company, we prioritize tribal values, community empowerment, and long-term climate resilience.

Rural Agricultural Communities

- **Need:** Rural areas lack composting or biogas infrastructure and bear high costs for waste hauling and fertilizer.
- **Value:** We help farmers and ranchers rethink waste and provide educational opportunities to turn waste into valuable soil amendments and energy sources while reducing landfill tipping fees and synthetic input use.
- **Why Us:** Our systems create circular farm economies that support regenerative agriculture and long-term soil health.

Local Tribal Governments and Municipalities

- **Need:** Confederated Tribes of the Umatilla Indian Reservation are under pressure to meet climate goals, reduce carbon footprint, and utilizing energy alternatives for dam removal efforts.
- **Value:** We offer waste diversion consultation, a community compost site, and technical support tailored to local capacity and regulations.
- **Why Us:** We provide scalable, affordable, and environmentally just solutions that meet both policy mandates and community needs.

After school, Senior center, DCFS, Family engagement, Longhouse and Community members

- **Need:** Schools and cafeterias generate high volumes of food waste and are seeking sustainability solutions for youth engagement and environmental education.
- **Value:** We provide collection services, composting systems, and curriculum-based education for climate action.
- **Why Us:** We turn waste into learning opportunities and connect students and community members with soil, food systems, and Indigenous values.

Grantmakers and Agencies (EPA, USDA, NIFA, Tribal Climate Resilience, etc.)

- **Need:** Federal and tribal grant programs seeking impactful, shovel-ready projects that support climate resilience, environmental justice, and soil health.
- **Value:** Our work is measurable, community-driven, and deeply aligned with climate and equity goals.
- **Why Us:** We bring practical expertise, data-backed outcomes, and culturally rooted approaches that meet agency funding priorities.

Bio-waste Technologies LLC targets mission-aligned communities and institutions that are ready to adopt regenerative waste solutions. We focus on **tribal nations, rural farms, local governments, institutions, and grant-funded partnerships—**

offering them a path toward circular economies, healthy soils, and climate resilience.

The competition:

Waste Management Companies

Pendleton sanitary Collects food waste from Hermiston, Walmart, Grocery Outlet and Safeways They're limited in their collection services.

- **Strengths:** Large-scale infrastructure, collection fleets, and landfill operations
- **Weaknesses:** Prioritize landfill and incineration; limited investment in composting or biogas; little to no community education or tribal engagement
- **Bio-waste Advantage:** We offer **localized, climate-smart alternatives** that restore soil, reduce methane, and support Indigenous sovereignty.

Sales Channels:

Bio-waste Technologies LLC utilizes a **multi-channel sales strategy** to reach tribal nations, rural communities, institutions, and government agencies with regenerative waste management solutions. Our channels prioritize relationship-building, education, and community trust, while offering flexible access to our services and systems.

Direct-to-Community Sales & Service Agreements

- **How it Works:** We engage directly with tribal councils, farm cooperatives, schools, and municipalities to offer composting, anaerobic digestion, and collection services through contracts, leases, or service agreements. “Nixyaawii Don't Throw It Away” program pays me consultation fees to provide all services.

Government & Grant-Funded Projects

- **How it Works:** We partner with CTUIR climate adaptation program who has obtained grant funding through USDA- NIFA to pay my consultation fees. Bio-waste has obtained funding through NCFS and Amazon web services grants to implement waste diversion and education programs.

Technical Assistance & Consulting

- **How it Works:** We offer paid consulting services to CTUIR tribal government on how to design, implement, and manage sustainable waste systems.

Educational Workshops, Trainings & Subscriptions

- **How it Works:** We deliver hands-on composting, soil health, and biogas system training through workshops & events. These may be offered free to the public through “Nixyaawii Don't Throw it Away” program.

Summary of Sales Strategy:

Bio-waste Technologies LLC reaches customers through:

- Government and tribal grants
- Technical consulting
- Educational program
- Strategic partnerships

This **blended model** allows us to scale while staying grounded in community needs and environmental impact.

Marketing activities:

Bio-waste Technologies LLC uses a **relationship-driven and impact-centered marketing approach** to build trust, raise awareness, and generate demand for regenerative waste solutions in tribal, rural, and agricultural communities.

Community Education Outreach

- **Activity:** Host composting and biogas demos and outreach at Family engagement, After school, senior center, DCFS, tribal gatherings, and environmental fairs.
- **Purpose:** Build local trust, show real-world impact, and spark word-of-mouth referrals.

Digital Presence & Storytelling

- **Activity:** Maintain a professional You Tube, Facebook page, and Instagram with project updates, soil health tips, and community success stories.
- **Purpose:** Educate and inspire, while making it easy for potential partners and funders to engage.
- **Example:** Before/after photos of compost site builds, testimonials from community members, and grant-funded impact data visuals.

Educational Workshops & Webinars

- **Activity:** Offer free composting and food waste diversion workshops in-person targeting youth and commercial kitchen operators.

- **Purpose:** Establish authority and generate leads for consulting and food waste diversion.

Grant Collaboration & Networking

- **Activity:** Partner with CTUIR tribal government and nonprofits on grant proposals.
- **Purpose:** Co-market services through collaborative proposals and increase shared visibility.

Print Media & Radio in Rural Communities

- **Activity:** Advertise in CUJ news paper and Elk horn media local radio.
- **Purpose:** Reach off-grid and low-internet-access audiences with culturally relevant messaging.

Trade Shows, Environmental Conferences & Farm Field Days

- **Activity:** Attend agriculture, food systems, climate resilience, and tribal governance events.
- **Purpose:** Build industry credibility and expand partnerships.
- **Example:** Speaking at the Intertribal NW Economic summit and fashion show

Branded Educational Materials

- **Activity:** Distribute flyers, infographics, lesson kits, and compost guides to youth, community centers, and grant partners.
- **Purpose:** Build brand visibility and create take-home resources that inspire behavioral change.

Strategic Partnerships for Word-of-Mouth Growth

- **Activity:** Leverage relationships with farm service agencies, extension offices, and tribal councils/ committees.
- **Purpose:** Reach aligned audiences through trusted messengers.

Summary of Marketing Focus:

- Build trust through hands-on education and local presence
- Use digital storytelling and visual proof of impact
- Leverage grants, partnerships, and community networks
- Focus on culturally relevant, regenerative solutions

Revenue:

Revenue Stream: Consultation Fees

Bio-waste Technologies LLC generates a portion of its revenue through **consultation services**, offering technical expertise in food waste diversion, composting, anaerobic digestion, and community-based environmental planning. These services are essential for rural, tribal, and agricultural clients seeking customized, low-waste infrastructure and sustainability strategies.

Types of Consultation Services Offered:

Site Assessments & Feasibility Studies

- Evaluation of food waste streams, land use, and infrastructure readiness
- Tailored recommendations for composting systems or anaerobic digesters

System Design & Implementation Planning

- Custom design of composting or biogas systems (scale-appropriate)
- Cost analysis, layout diagrams, and equipment selection

Education & Training

- In-person or virtual workshops for schools, farms, tribal staff, or food service providers
- Topics include composting best practices, soil health, zero-waste systems, and digester use

Expenses:

These resources are essential for running the day-to-day operations of **Bio-waste Technologies LLC** and ensuring we can deliver our food waste diversion, composting, and educational services effectively.

Presentation Supplies

- Materials for community workshops, school presentations, and conferences

Food Pickup Supplies

- Equipment needed for food waste collection, transport, and storage

Vehicle Maintenance, Repair, and Insurance

- Vehicle costs for transporting food waste, compost, and supplies
- Insurance and repairs

Composting Supplies

- Materials used to run composting operations (composting bins, aerators, moisture meters)

Presentation DIY Supplies

- Supplies for creating DIY arts and craft during presentation or other community engagement materials

Wi-Fi and Mobile Access

- Ongoing access to internet, mobile data, and cloud-based services needed for communication and project management

Milestones:

Getting Started

- We officially launched as a Native-led LLC with a mission to turn food waste into soil, energy, and community power.
- Set up our first small compost site—proof that even a little effort can make a big impact.
- Started picking up food scraps from local partners like schools, farms, and tribal offices.
- Landed our first grant and/or tribal contract to help fund the work and buy basic equipment.
- Created our first educational flyers, signs, and community workshop kits.

Building Momentum

-  Expanded to 2 or 3 more composting or digester operation—each one designed for local needs.
-  Began offering hands-on workshops and consulting to after school, senior center, and tribal programs.
-  Working with Cay-uma-wa to get composting and food waste lessons into classrooms.
-  Strengthened partnerships with agencies like USDA, EPA, and tribal environmental programs.
-  Secured 2–3 more grants to grow our impact and keep it local.

Growing Roots

- Installed our first small-scale anaerobic digester to produce natural gas and compost tea.
- Trained local folks—building a team from within the community.
- Released an annual impact report showing 1 ton of food we saved from the landfill and 150+ people we trained.
- Reached our goal of educating over 100 households and 6+ institutions with waste diversion and collection services.

Team and key roles:

DeArcie Abraham- owner of Bio-Waste Technologies LLC, “Nixyaawii dont throw it away” contractor, operation manger and consultant

Colleen Sanders- CTUIR Climate adaption/ first foods policy

Althea Wolf- CTUIR first foods manager

Partners and resources:

- CTUIR climate adaptation- Obtain consultation fee through USDA-NIFA grant to contract my services.
- Amazon Web services- granted \$5,000 for community orchard and “nixyaawii dont throw it away program” in 2024
- NCFS has provided \$3,500+ in expenses occurred by Bio-waste Technologies LLC

COMMUNITY COMPOSTING 101 INTRO

Red worm composting llc.

FEED THE SOIL THAT FEEDS YOU

To provide comment, please email comments to FirstFoods@CTUIR.org

Why we compost and the environmental impact we can make at home



DRAFT FOR REVIEW

Source:
Baltimore Office of
Sustainability & Food

WHY COMPOST?

1 TO **REDUCE** YOUR **WASTE**

> 50% of
municipal
garbage is
compostable

You can compost: food
scraps, yard trimmings,
paper, wood waste
& more!

COMPOST.

increases
soil fertility &
suppresses
plant disease

improves
soil
structure

increases
microbial activity
& water retention
capacity

2 TO **ENHANCE** YOUR **SOIL**

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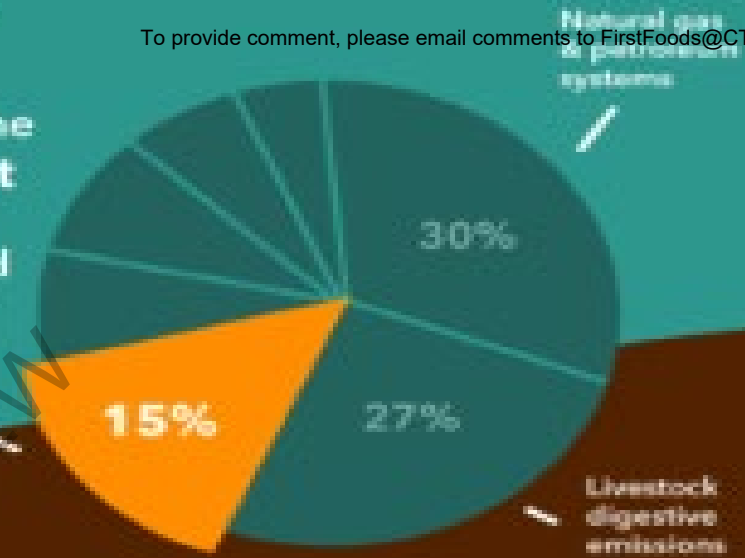


WITH HIGH EMISSIONS

Landfilling food scraps produces
20x the CO₂e emissions
(as methane) as
composting

...and when
used, compost's
net emissions
become negative!

Landfills are the
third-largest
source of
human-related
methane
emissions in
the U.S.



2

ENHANCES SOIL QUALITY

Compost increases:



Nutrients in soil

- Grows healthier, more nutritious plants & food
- Reduces use of synthetic nitrogen & fossil-fuel-intensive fertilizers

Synthetic nitrogen accounts for **80%** of human-related nitrous oxide emissions



Water holding capacity

Increases soil resiliency to extreme heat & flooding



Soil aggregation

Prevents erosion & runoff, thus protecting & restoring waterways



What's one of the best ways to build soil organic matter?

Compost!

Degraded soil actually **RELEASES** carbon

But a **1-time** application of compost can make soil a carbon sink again!



Just 1 acre amended with compost can sequester up to

75%

of a car's annual emissions



Compost also increases crop yield & vegetation, leading to even more carbon sequestration

Healthy soil =



Food security



Profitable farms



Enhanced habitat

Degraded soil has been linked historically to the fall of civilization!

Community composting =



Local jobs

Environmental education

4 **BUILDS COMMUNITY RESILIENCY**

DRAFT FOR REVIEW

Composting Enhances Soil and Protects Watersheds

CTUIR Food Waste Assessment (FWA)
Appendix C: Contractor Documents

Healthy soils are essential for protecting watersheds. Compost is the best way to add organic matter—which is vital—to soils.

To provide comment, please email comments to FirstFoods@CTUIR.org

When added to soil, compost can filter out urban stormwater pollutants by an astounding **60-95%**



IT'S ALL ABOUT THE SOIL

COMPOST improves biological, chemical, and physical characteristics of soil.

Protects against soil desertification and soil erosion

Enhances plant disease suppression

Increases resilience to floods and droughts

Increases soil fertility

Reduces need for chemicals

Converts nitrogen into a more stable and less mobile form and phosphorous into a less soluble form

Increases microbial activity

Improves water retention

Improves soil structure

Improves ability to store nutrients (such as cation exchange capacity)

Adds humus, keeping soil particles stuck together

Compost serves as a filter and sponge. It immobilizes and degrades pollutants, improving water quality.

Compost helps reduce stormwater runoff because it can hold
~ **5x its weight**
in water.

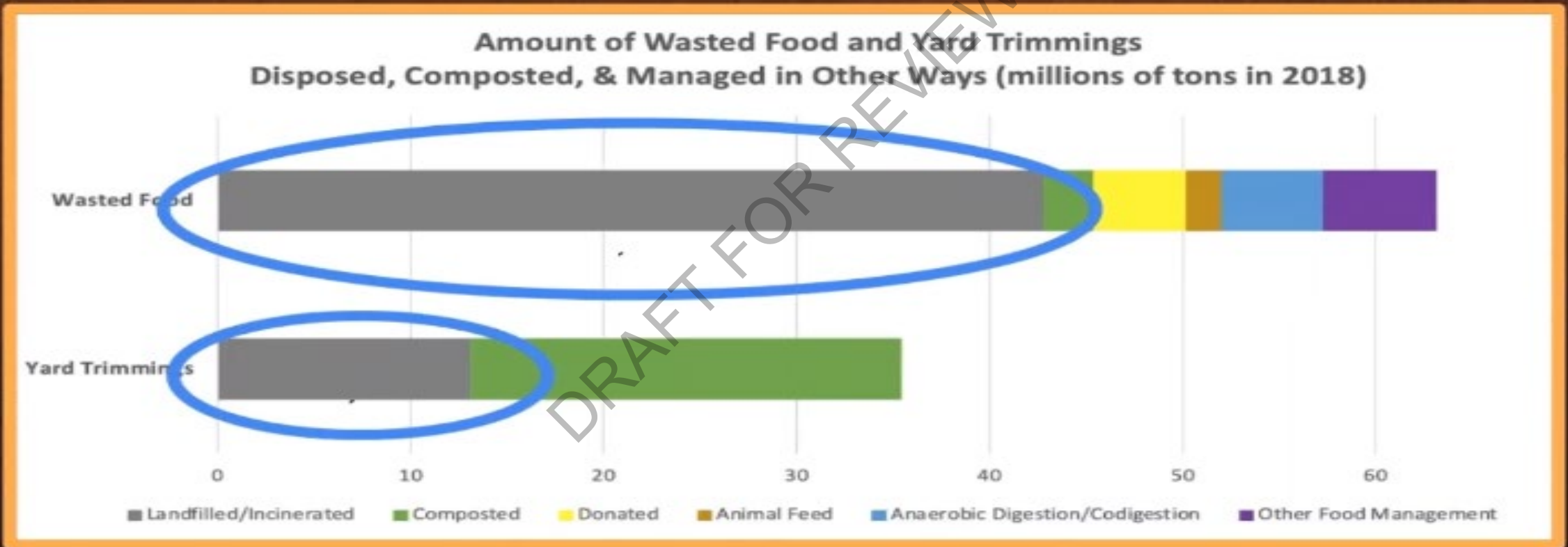
Compost = Climate & Soil Protection Strategy



Photo: Marin Carbon Project

- Prevents landfill methane emissions
- Adds carbon to soil
- Improves soil's ability to store carbon
- Improves plant growth, and thus carbon sequestration
- Reduces need for energy-intensive fertilizers, pesticides, fungicides
- Reduces energy use for irrigation

How much is the U.S. composting?



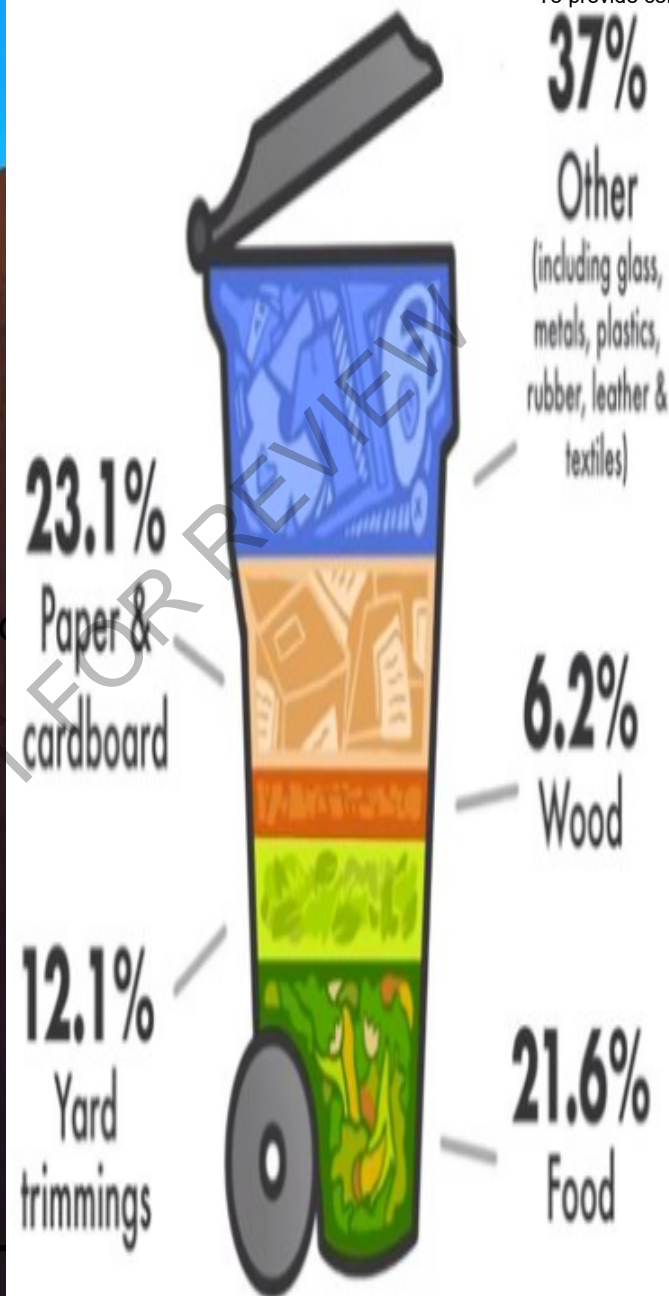
Source: Institute for Local Self-Reliance chart based on
"National Overview: Facts and Figures on Materials, Wastes
and Recycling," US EPA, 2018

What Is Compost?

- ▶ A dark, crumbly, earthy-smelling product of the decomposition of *organic materials*
- ▶ A living soil amendment that:
 - Improves soil's physical, biological & chemical properties
 - Enhances soil's ability to support plants & beneficial organisms



Photo: ILSR



To provide comment, please email comments to FirstFoods@CTUIR.org

WHAT DO WE WASTE? WHAT IS COMPOSTABLE?

EVERY 12 KG COMPOSTED 1 KG OF METHANE GAS IS SEQUESTERED AND ADDS CARBON TO OUR SOILS.

ILSR Recreates D.L. Dindal's original illustration from 1978.

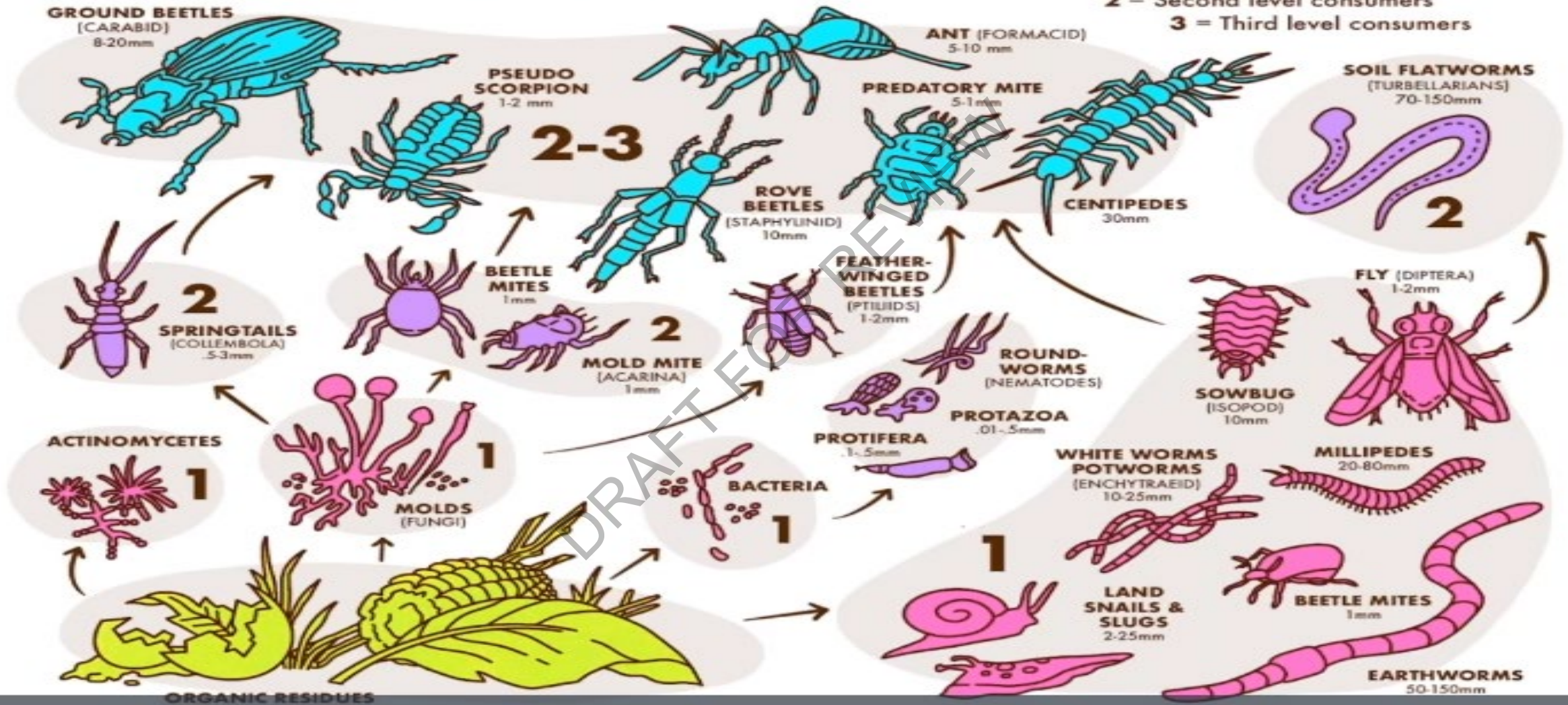
THE COMPOST PILE FOOD WEB

The energy flows in the direction of the arrow.

1 = First level consumers

2 = Second level consumers

3 = Third level consumers





COMPOSTING 101

What is composting?

Composting is the controlled aerobic decomposition of raw organic materials (such as food scraps and dry leaves) via fungi, bacteria, and other microbes in order to create **compost**, a dark, crumbly, earthy-smelling soil amendment.

What are its benefits?

	Reduces waste	Wasted food is the largest single component of everyday garbage. Composting food scraps and yard trimmings diverts waste from polluting landfills and incinerators.
	Enhances soil	Applied to soil, compost enhances soil organic matter, structure, fertility, microbial activity, water holding capacity, and ability to resist plant diseases.
	Protects the climate	Landfills and incinerators emit potent greenhouse gases. But compost added to soils helps sequester carbon, while offsetting fossil-fuel-intensive fertilizers. Healthy soils are an important carbon sink.
	Grows community	Community composting encourages people to engage with each other while learning how their food is grown. Commercial sites sustain 4-8 times more jobs per ton than landfills and incinerators.



Materials that can be composted:



Materials to avoid:

To provide comment, please email comments to FirstFoods@CTUIR.org

GREENS



FRUIT & VEGETABLE SCRAPS

(No stickers)



EGG SHELLS



COFFEE GROUNDS & PAPER FILTERS



TEA BAGS

(No staples or plastic)



GARDEN TRIMMINGS

(6" or smaller)

BROWNS



FALL LEAVES



PLANT STALKS

(6" or smaller)



WOOD CHIPS & SHAVINGS

(Not chemically treated)



SHREDDED NEWSPAPER & BROWN BAGS

(No glossy pages)



MEAT, FISH, OR BONES



EGGS OR DAIRY PRODUCTS



PRODUCE STICKERS



GLOSSY PAPER



DISEASED AND PEST-INFESTED PLANTS



WEEDS WITH SEEDS



"COMPOSTABLE" TABLEWARE & PLASTIC BAGS



FATS, OILS, OR GREASE



COOKED FOOD



PET WASTE & KITTY LITTER



TREATED OR PAINTED WOOD



HERBICIDE-TREATED PLANTS



DRYER LINT



USED TISSUES

GREENS

Fresh materials
that are
relatively high
in nitrogen



BROWNS

Materials that
are relatively
high in carbon

The 4 Ingredients Needed for Composting Microbes



COMMON STEPS IN COMPOSTING

1 Determine composting material collection and storage

- Browns should be stored and readily available at all times

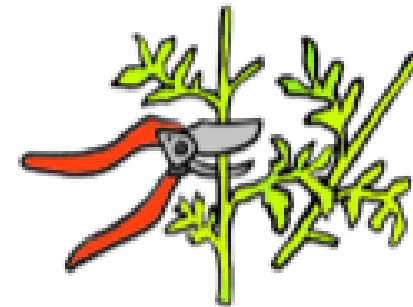


Greens should NOT be stored on site. When they decompose alone they will create odor problems.



2 Chop up large materials as needed

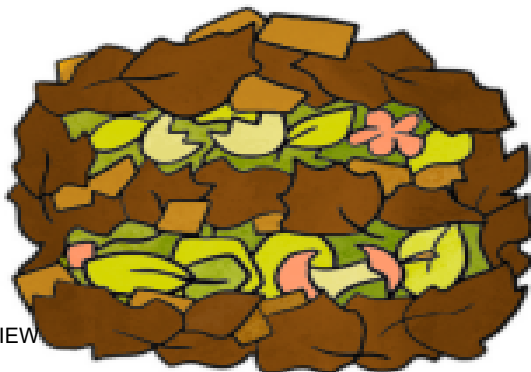
- Increasing surface area helps materials break down faster
- Chop tough food scraps and garden trimmings (such as corn cobs, pineapple tops, broccoli stalks, vines, and long stalks)
- Do NOT cut avocado or mango pits! They will eventually break down



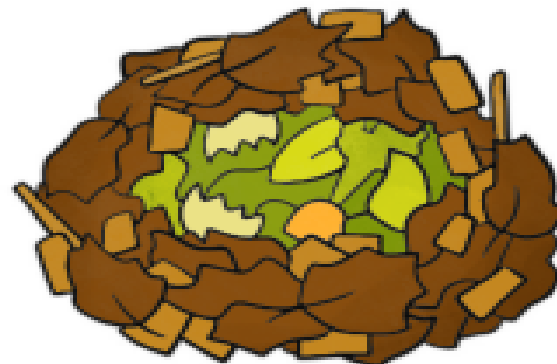
**2 to 6 inches
is ideal**

- When determining the recipe, consider: What materials will be used? How much of each is available? What is the system's capacity?
- For stationary piles, start with a 6-inch base of browns and looser material to create air flow.
- To get proportions right, measure materials with the same volume wheelbarrow or container
- Remember the basic recipe: at least 2 parts browns to 1 part greens by volume (online compost recipe calculators can help)
- Pay attention to air flow, moisture level, and ratio of greens to browns in the pile
- During the active composting stage, continue adding greens until the bin/chamber/pile is full

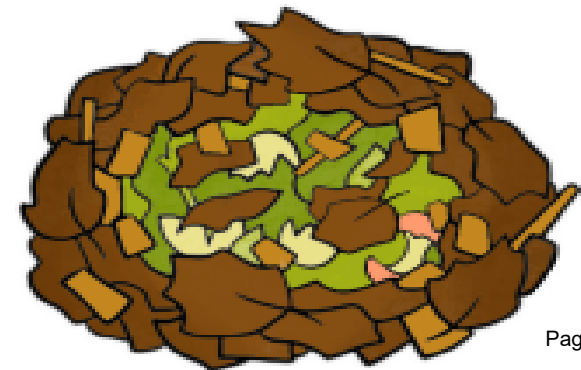
**Lasagna method:
layer greens and
browns**



**Make a small hole
in the pile, add greens,
then cover with browns**



**Mix greens and
browns separately,
then add to the pile**



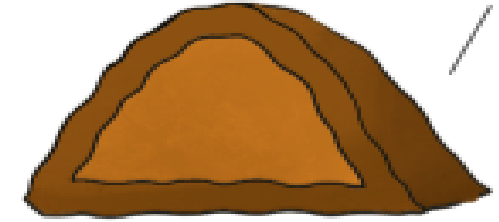
Building a Compost Pile



4

Cover any exposed greens with browns

- No food scraps should ever be visible!
- 4 to 6 inches of browns will act as a biolayer or biofilter, preventing nuisance odors, flies and other unwanted critters



To provide comment, please email comments to FirstFoods@CTUIR.org

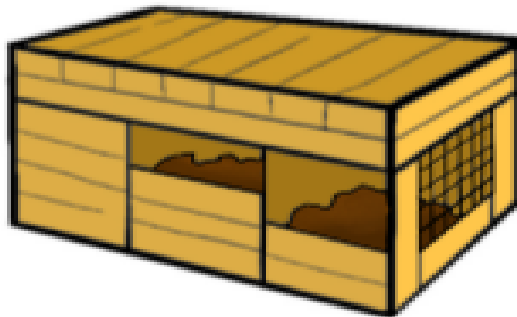
5

Aerate and mix regularly

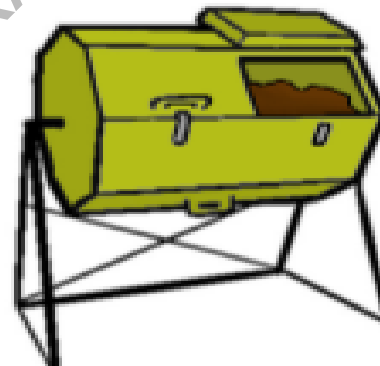
- Mix, tumble, or turn the pile based on the composting system in use
- When the bin/chamber is full or pile is at capacity, it's ready for active composting! Flip it into the next bin/chamber or start a new pile.

What does turning do?

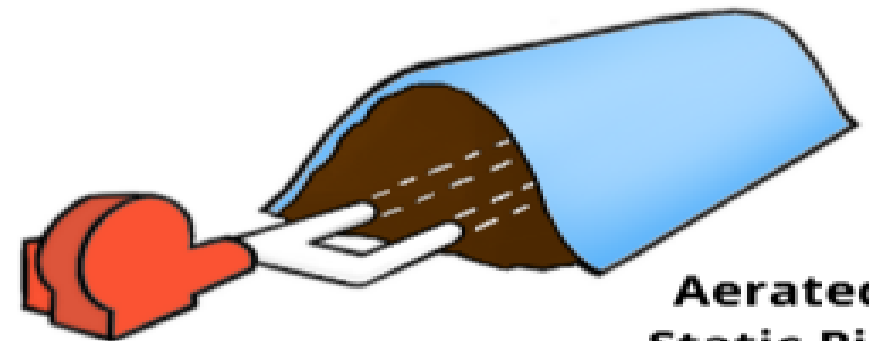
- Provides microbes with air, stimulating microbial activity
- Releases trapped heat and moisture
- Distributes moisture, nutrients, and organisms throughout the pile
- Breaks apart clumps and "fluffs" materials



3-Bin System

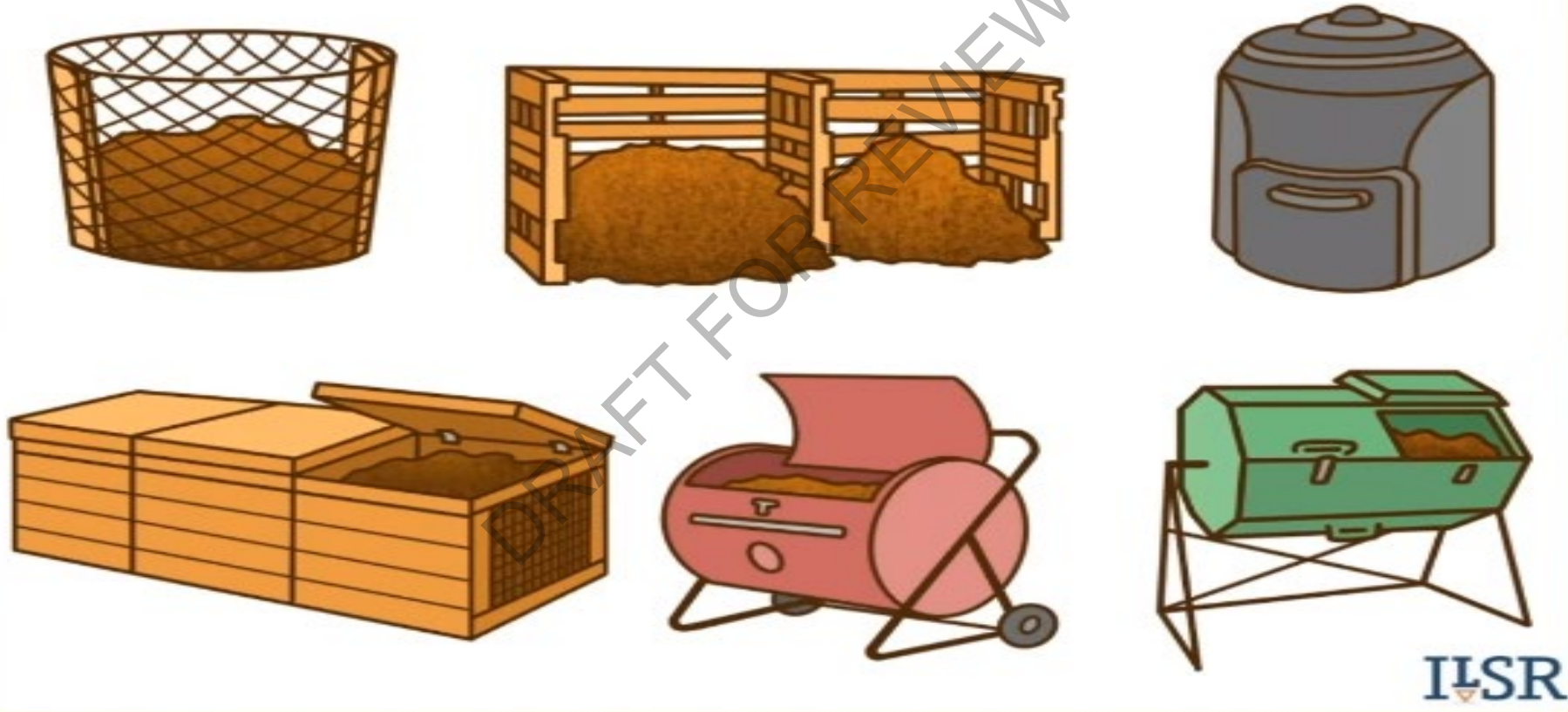


Tumbler



**Aerated
Static Pile**

Home Composting



Monitor and record temperature, moisture level, and odor

- Tracking and recording these are good practices for any composter
- Use compost thermometers to gauge and record temperatures
- Use the hand squeeze test to assess moisture
- Make sensory observations and keep records to track patterns and trends
- Adjust the recipe and take action accordingly

Temperature Tells the Story

Composting microbes give off energy as they consume the organic material, causing the pile to heat up. Monitoring temperature will reveal how well the composting process is progressing. Low temperatures, for instance, indicate reduced microbial activity. Reaching certain temperature levels are critical for reducing the risk of pathogens.

**131°F**

(for at least 3 consecutive days)
reduces risk of pathogens

**145°F**

prevents most weed
seeds from germinating

**122 - 140°F**

when rapid decomposition
is taking place

Moisture Tip:

Use the "Hand Squeeze" moisture test



The ideal moisture
level feels a wrung-
out sponge



Critters	Odor	Moisture
▶ Cover exposed food scraps with a thick layer of browns ▶ Make sure there is no meat, dairy, fats/oil, or cooked food in the pile ▶ Maintain at least 3 feet of open space all around the system (avoid clutter and trim vegetation) to eliminate potential rodent hiding places ▶ Turn piles thoroughly and regularly to discourage rodents from creating a habitat ▶ Add a barrier (such as gravel or hardware cloth) at the base of bin systems	▶ Adjust recipe ▶ Add more browns ▶ Check moisture ▶ Check bulk density (could be too dense) ▶ Mix to aerate ▶ Cover greens with dry browns	Too Wet ▶ Turn pile ▶ Add more dry browns Too Dry ▶ Add water throughout the pile

- Start curing (process by which compost finishes) when pile no longer heats up after mixing and food scraps are no longer visible
- Either move old compost to new bin/chamber to cure or stop adding to the system altogether to allow the entire pile to cure
- Allow pile to cure for generally 2 to 9 months (minimum 4 weeks)
- By the end, the composted materials will have shrunk to about one-third of their original volume



Screen

- After curing, sift the compost through a screen with mesh that is 1/4 inches or smaller
- Screening removes materials that have not broken down (such as wood chips, corn cobs, and fruit pits) as well as contaminants
- Remove contaminants like produce stickers, twist ties, and plastics
- Reintroduce compostable material screened out (the "overs") back into the active pile
- Screening is important to remove woody materials, which when left in compost will use up nitrogen in soil that plant roots need



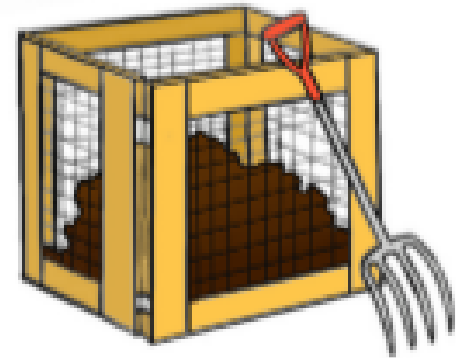
To provide comment, please email comments to FirstFoods@CTUIR.org

Store and use finished compost

- There are multiple ways to store compost
- Finished compost is dark brown, crumbly and loose, and has an earthy smell
- Use finished compost for soil, potting mix, and mulch



**Don't let
the compost
dry out!**



This chart illustrates the rise and fall of the pile's temperature during different stages of the composting process as well as the impact of turning and watering.

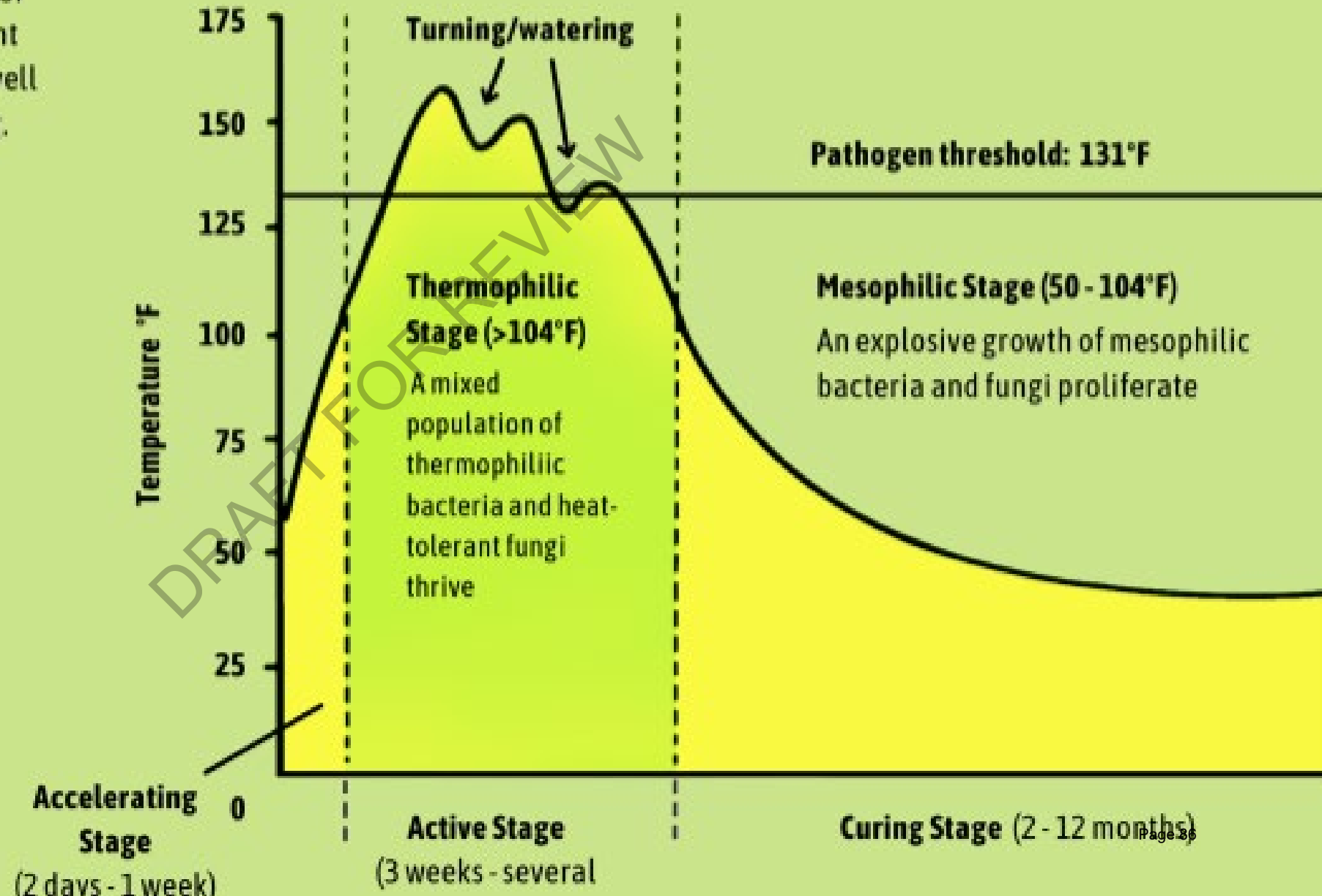
Visit ILSR's Composting
for Community Website:



**Neighborhood
Soil Rebuilders**
COMPOSTER TRAINING PROGRAM

Oct.
2021

Permission is granted to reprint or share
this document as long as ILSR credit is
given and it's for educational purposes.



Red Worm composting LLC

DRAFT FOR REVIEW

AGENDA

Introduction

Primary goals

Advantages

Timeline

Summary

DRAFT FOR REVIEW

INTRODUCTION

Red Worm Composting LLC mission is to sequester methane and tackle food insecurity within ctuir tribe. We care about local self-reliance and our way of supporting this is through compost education and wetlands open orchard permaculture site availability to our homeland and its people. This has been a way of showing our dedication. As an employee for a local community garden the prior record for food grown, processed, and distributed to local community members was 350 pounds. We handed out over 1,500+ pounds that year. After 4 years of experience and research we have a few goals and modeling how we do our part and close the loop at home is one of red worm's goals! Thank you for attending and ask lots of questions!

Presentation title

WHAT WE HAVE DONE SO FAR



DRAFT FOR REVIEW

To provide comment, please email comments to FirstFoods@CTUIR.org

December 7th, 2022, **we were** recognized as a community change maker from **AMAZON WEB SERVICES**.

Wetlands open orchard was highlighted in Amazon Web Service's reception film. amazon loved being a part of **tackling food insecurity in the ctuir** community

currently living and thriving at wetlands park west side of the swamp there are 2 apple, 3 cherry, 2 pears, 1 pineapple quince, **4 various peach trees**, 4 honey berries, and 4 grapes. **This is ctuir property and Red Worm LLC will care for free**

Red worm composting LLC **currently working with family engagement to compost there food waste**

I've provided presentations **to The Dirt** dabblers of **Pendleton** and **The Rose** city garden club **and ctuir climate adaption**

intensive research into composting and its environmental **aspect**.

Red Worm LLC has Wastewater Biofiltration and bioremediation dreams and is working hard on engineering a complete package for dairy farmers and feed stock lots for self-management and a new facility for drop off options.

We are currently certified with the institute of local self-reliance to train and facilitate Community Composting 101.

PRIMARY GOALS

Red Worm Composting LLC is a supportive service to framers and oregons policy makers by helping cut food waste in half by 2030!! We are reaching out to ctuir tribe to bring a compost site to our community. we will tackle waste concerns by bringing local education opportunities, supplying farmers with organic materials and support no till operations to prevent soil erosion, depletion and most important prevent water waste and protect our water shed. Agricultural production is Red Worms specialty!!

RED WORM COMPOSTING LLC WANTS TO MAKE A TANGIBLE DIFFERENCE

- Our business goals are to produce soil biota (living soil) as a local regenerative farm option.
- We carry a dream to tackle wastewater management and bioremediation.
- To help Oregon legislators and policy makers make Oregon's goal tangible by cutting food waste in half by 2030!
- Tackle the largest local waste sources like restaurants and agricultural feedstock/dairy waste.
- we focus on organic regenerative farming / food waste recovery / education services / tackling food insecurity and agricultural production in sort term "closed loop services"
- completing the circle of life with safe and healthy practice education and modeling.

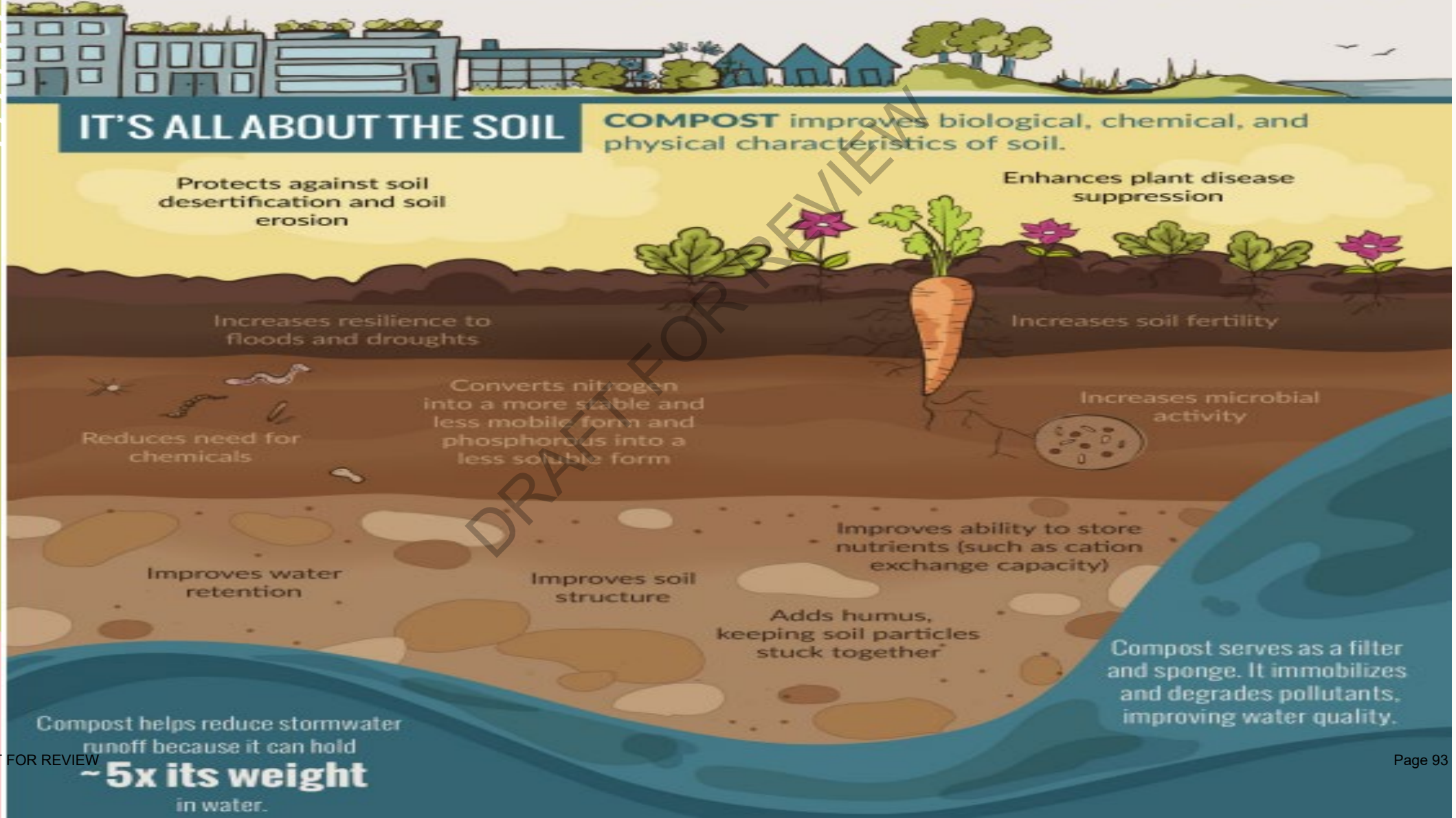
Composting Enhances Soil and Protects Watersheds

Healthy soils are essential for protecting watersheds. Compost is the best way to add organic matter, which is vital—to soils.

To provide comment, please email comments to FirstFoods@CTUIR.org

7

When added to soil, compost can filter out urban stormwater pollutants by an astounding **60-95%**



PLAN FOR PRODUCT LAUNCH



PLANNING



MARKETING

Environmental justice is big business now and vermi composting will grow from 7 billion to 27 billion by 2027. Farmers will receive funds from EPA in 2027 to convert to such practices. We will convert a dangerous waste to a living soil for safe and healthy practices that Oregon will require by 2030 as there goal is reached.



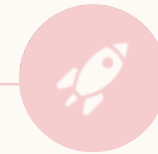
DESIGN

Biotechnologie waste reduction sites creates 7 times more jobs than a Landfield. We can do a local bike collection operation and go no emissions, or we can go big and ask Umatilla county to require compost collections service and open a five-acre ranch.



STRATEGY

Red Worm LLC just finished the first year in obtaining our agricultural production associate degree and Source reduction through large industries in the area such as Wildhorse and farmers to name a few.



LAUNCH

We are awaiting grant funds and will continue to work with ctuir to bring the highest quality, safe, healthy and sufficient workplace in our capabilities to local ctuir tribe!

AREAS OF FOCUS

- One ton of food waste thrown into the Landfill releases 500 pounds of methane
- Landfill diversion
- Soil health
- Water protection
- Local farmer support
- Closed loop services
- Agricultural production
- Food insecurity tackled

OUTCOMES

- Iterative approaches to corporate strategy
- Establish a management framework from the inside
- Cuir capabilities to capitalize on low-hanging fruit in Umatilla county
- Less soil erosion
- No till operation assistance by supplying organic options
- Clean water
- Less water usage
- Soil protection
- Increased cation exchange

HOW WE GET THERE

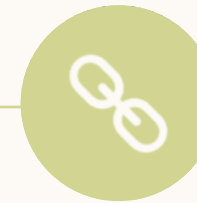


GOALS



NICHE MARKETS

- Pursue scalable customer service through sustainable strategies
- Engage top-line web services with cutting-edge deliverables



SUPPLY CHAINS

- Cultivate one-to-one customer service with robust ideas
- Maximize timely deliverables for real-time schemas

SUMMARY

DRAFT FOR REVIEW

THANK YOU

We want to thank you for your time and interest in our vision and how we intend on supporting our locals.

DeArcie Abraham
dearcieabraham.com

Instagram @
[redwormcompostingllc_](https://www.instagram.com/redwormcompostingllc_)

Youtube @ Red Worm
Composting LLC

Reaching the halfway point of the Nixyaawii “Don’t Throw It Away” program feels grounding, rewarding and energizing. This has given me space to pause and reflect on what we’ve built through hard work, cultural grounding, perseverance, and dedication. What was an idea rooted in the values of stewardship, sovereignty, and sustainability has grown into a living program that is actively collecting food waste, educating youth, engaging families, and contributing to the restoration of our local food systems.

I share the feeling of accomplishment with my community who's engaged so willingly with excitement. That every workshop delivered, every pound of food waste diverted, and every conversation sparked is contributing to long-term change. The journey requires navigating challenges with limited resources, adapting to community needs, and balancing multiple roles. But the momentum continues to build, powered by the commitment to protect the land and honor our responsibilities to future generations.

One of my most valued experiences has been seeing CTUIR programs and community members begin to shift their perspectives. Food waste is no longer seen as trash—it’s being recognized as a resource with real value for our soil, our climate, and our culture. That shift in mindset, especially among youth and elders, is a powerful reminder of why this work matters.

Seeing an increased interest in food waste collection from other programs across the community is a sign that the impact is expanding. While this growing demand is exciting and encouraging, it also presents a challenge: our current capacity is limited. We are operating at full capacity with a small but dedicated team. At this time, we are unable to take on new collections, but we remain hopeful that with future investment in infrastructure, staffing, and equipment, we’ll be able to meet the growing need.

Looking ahead, our focus remains clear: to continue building a community-driven, culturally grounded system that keeps resources local, restores soil health, and strengthens tribal resilience. The second half of this program will be about deepening impact, expanding access, and planting seeds that will grow long after the program’s official end.

We’ve made significant progress in just six months, laying a strong foundation for long-term community impact. Bio-waste Technologies LLC and the Department of Natural Resources successfully launched a food waste diversion and composting education initiative in collaboration with over six CTUIR program partners. These include the Department of Children and Family Services (DCFS), Family Engagement, Longhouse, After School, Summer School, the Senior Center, Tutuila church and St. Andrews Food Oasis. In addition, we’ve welcomed a dedicated community member who volunteers as an independent in-home food waste collector, demonstrating the grassroots support and momentum behind this work.

- Through this collective effort, we’ve diverted approximately half a ton of food waste from the landfill in just half a year—a tangible contribution to methane reduction, soil restoration, and environmental stewardship within the tribal community.
- Education has remained central to our mission. We have trained more than 75 participants, including youth, elders, kitchen staff, and educators, in the principles of composting, food waste separation, and soil health. In total, over 150 CTUIR community

members have been directly engaged in-person through presentations, workshops, and community events.

- To support and expand this work, we secured competitive grant funding from Amazon Web Services and the Nixyaawii Financial Services (NCFS), allowing us to cover program costs and invest in educational tools, outreach materials, and system infrastructure.
- As part of our technical advancement, we've installed multiple composting systems and piloted a small-scale anaerobic digester, offering hands-on demonstrations of how food waste can be transformed into both natural gas and nutrient-rich compost tea. These systems serve as both functional waste solutions, energy recovery, and educational models for future growth.
- We've also strengthened institutional relationships—developing strong partnerships with CTUIR departments, longhouse leadership, and tribal program staff—ensuring our work aligns with broader cultural and environmental goals.
- In addition to on-the-ground impact, Bio-waste Technologies LLC has extended its voice into regional conversations on sustainability and Indigenous entrepreneurship by presenting at the Northwest Economic Summit and Fashion Show. These opportunities allow us to share our work, uplift Indigenous-led solutions, and inspire other communities to follow suit.
- Lastly, we continue to build our professional capacity. In 2024, Bio-waste Technologies obtained a “Compost Operations Management” certification through the U.S. Composting Council—formalizing our technical expertise and reinforcing our commitment to high standards in waste diversion and soil regeneration.

I'm excited to expand the program into more classrooms and reach families directly. I'm looking forward to seeing compost from our compost systems being returned to gardens and land projects. I'm also excited to continue weaving cultural teachings, energy production, energy recovery and first foods protection into environmental work.

I'm a little anxious about maintaining momentum and capacity—balancing the logistics of hauling, education, and system upkeep with community expectations and grant deadlines. But I trust the process and the people around me.

As we move into the second half of the Nixyaawii “Don't Throw It Away” program, our focus is on deepening impact, growing community participation, and expanding infrastructure to ensure long-term sustainability.

- Increase multi-generational participation and expand project capacity by improving outreach, adding a drop site, and strengthening community partnerships. This will allow more families to take part in food waste collection and composting, building a stronger culture of climate action at home.
- Integrate food waste education into schools by expanding our compost curriculum, hands-on workshops, and sorting systems into Cay-Uma-Wa and Nixyaawii Community School (NCS) classrooms. These efforts will align with S.T.E.M. learning goals and support youth leadership in environmental stewardship.

- Develop youth-friendly compost bins and interactive kits that can be used in after-school and summer programs, allowing students to engage directly with composting, soil health, and waste diversion in fun, accessible ways.
- Establish a permanent community compost drop-off site where households, schools, and programs can easily participate in food waste diversion. This site will serve as both an operational hub and an educational demonstration space for the community.
- Host a seasonal harvest celebration featuring food grown using compost or compost tea from the program, reconnecting the community to the full cycle—from waste to soil to nourishment—while honoring cultural values around food, sharing, and seasonality.
- Pilot biogas production and host a community meal cooked using energy produced by the anaerobic digester, showcasing the power of food waste to fuel clean energy and bring people together in meaningful, innovative ways.
- Publish an end-of-year impact report documenting key climate benefits, such as methane reductions, compost volumes, carbon sequestration potential, and the number of people serving. This report will also highlight community stories, program outcomes, and next steps for long-term sustainability

When the program wraps up, I envision a stronger foundation for a long-term, tribally owned composting and food recovery system. Community members will understand how their food waste decisions impact the soil, the climate, and our cultural values. We'll have proven that small-scale, Indigenous-led environmental work can create real change—and we'll be ready to scale that work or inspire similar programs in other tribal communities.

Food Waste Diversion Addresses Climate Change

From trash to treasure, rethinking food waste. We all generate food waste in one way or another whether it's produce that spoils before we have time to cook, the ends of onions and carrots trimmed during meal prep, or leftovers from large gatherings that go uneaten. Those heavy garbage bags leaking "food juice" and the foul-smelling gunk at the bottom of the trash can not only attract pests but also reflect a deeper issue of waste and disconnection from the land.

Bio-Waste Technologies LLC and the Confederated Tribes of the Umatilla Indian Reservation's Climate Adaptation Program have partnered to launch the **"Nixyaawii, Don't Throw It Away"** initiative. This project addresses critical issues of environmental justice and food sovereignty through community-led food waste solutions. Together, we assess local food waste streams and expand diversion techniques named in the Environmental Protection Agency hierarchy by diverting food waste to people first, animals such as chicken feed second and then to our local composting operation. This is done through anaerobic digestion, vermicomposting, bokashi, and traditional composting. In the process, we continue to grow community capacity to reduce waste at the senior center, longhouse, afterschool and dcfs programs while fostering long-term sustainability. Our approach has included hosting educational workshops, developing culturally relevant resources, conducting surveys, and creating long-term strategies for sustainable waste diversion. This work honors our past, protects our land, and invests in a resilient, food-secure future.

Waste or Resource?

One-third of food growing globally ends up in a landfill, and food waste is the single largest category disposed of in the landfills. It is also the third largest carbon emitter in the world, larger than the airline industry and when improperly disposed of, becomes a contributor to climate change and greenhouse gases. Diverting food waste will reduce greenhouse gas production, promote positive mental health, and enhance soils. Food thrown into landfills creates methane contributing to the global warming climate crisis by producing 187 lb. to 330 lb. of methane per ton with 30-40 million tons sent to landfills each year. "This contributes to a worldwide cycle of increased severe weather events, which then impact food production, human health, and the environment" (Landells, Ester). Throwing food waste into the Landfill supports the linear system when we need to keep resources local in a circular system.

What we call "waste" is the hidden gem that provides information about our culture and opportunities for innovation. Food thrown away is not a waste; it is a resource that can be used to amend soils, sequester carbon, create natural gas production, grow food, and bring communities together. There are three main sources of food waste: during agricultural production, at the household level, businesses, and institutions. When food waste is sent to the landfill, it never touches the soil again. It breaks the natural cycle of natural resources, as traditionally food would decompose and become part of the soil again, as "living" organic matter that adds value, water retention, plant nutrition, and boosts microbiological activity.

Compost is not just waste it is a living, organic biological fertilizer. Compost is full of organic wealth, bacteria, fungi, living microorganisms, and an abundance of organic matter. Organic matter occupies rhizomes (the little root ends on plants) allowing accelerated nutrient accessibility, microbial diversity, plant health, growth and suppression of disease. When

compost is added to soil, it also adds organic matter which increases surface area expanding nutrient cation exchange to increase, this will enhance nutrient availability and will also neutralize past chemical fertilizer uses. For Indigenous communities, composting is more than a technical solution, it is a return to land-based practices that honor natural cycles and support long-term food and climate resilience.

Bioconversion: Food Waste Diversion Strategies

Addressing food waste requires innovative and sustainable solutions such as organic waste collection, there are many different methods with a number of scales and can be modified to fit your family or communities needs. Below are some of the most common ways to turn your food waste into a resource includes:

-Composting is a controlled natural decomposition process that transforms food scraps and organic material into rich, fertile soil. Tiny organisms like worms, insects, and beneficial microbes break down organic waste into compost so we can return them to the earth.

Benefits of Composting: Nourishes soil, improves plant health, reduces the amount of waste sent to landfills, lowers methane emissions, cuts down on garbage and unpleasant odors.

Challenges to Consider: The compost pile needs a balanced recipe of air, water, carbon and nitrogen, certain materials (like meat, dairy, and greasy foods) should be avoided, if managed poorly, it can produce bad smells or attract pests.

-Vermicomposting is the process of using red wiggler worms (*Eisenia fetida*) to break down food scraps and organic waste into worm castings. These castings act as a natural fertilizer, packed with beneficial microbes and nutrients that improve soil structure and boost plant growth. Worms accelerate decomposition and create a high-quality compost product.. It's an efficient, compact, and low-odor method, ideal for small spaces or educational settings.

Benefits of Vermicomposting: Produces high-quality nutrients and beneficial microbes, diverts food waste from landfills, reducing methane emissions, can be done indoors or outdoors, year-round in shorter period of time, A great tool for environmental education and home gardening

Challenges of Vermicomposting: Worms require a stable moist environment, must avoid meat, dairy, and citrus, bins must be maintained to prevent odors, fruit flies, or worm escape, and temperature control is important; worms prefer 55–77°F

-Anaerobic digestion is like a big tummy that creates farts or Bio-gas. This is nature's way of turning food scraps into energy without needing air! Tiny living microbes eat food waste, animal poop, and other organic compounds. This happens inside a big, sealed tank called a digester of AQPAS. We can catch that gas and use it to make electricity, heat, or even fuel for cars. What's left over is called compost tea, it works just like compost and can help plants grow healthy and vigorous.

Benefits of Anaerobic Digestion: Makes clean energy from garbage, keeps food waste out of landfills, makes rich compost tea for gardens and farms, helps fight climate change by reducing pollution and provides a true green energy source.

Challenges of Anaerobic Digestion: Costs a lot of money to build the digester, Needs trained people to run and watch it, Smells bad if not managed right, and Must be careful what goes into the digester.

The Role of Food Waste and Emotional Empowerment

There are several ways to address climate change, but one of the most meaningful actions you can take is to examine your own household habits. A heaping 931 million tons of food were wasted globally in 2019, with 61% coming from households (Prestes Floriano). This means the power to reduce climate impacts lies in our own kitchens.

For Indigenous communities, waste is not just physical, it's deeply emotional. Recognizing that we are part of the problem can bring uncomfortable emotions like grief, guilt, sadness, and frustration especially when it conflicts with cultural teachings about environmental harmony and respect. These emotions can reflect a deeper disconnection from our traditional values and the land itself. Negative emotions can push us to be part of the solution. It is important to make small behavior changes at home such as reduced shopping, careful preparation and honoring diversion strategies that align with our values and our relationship with the Earth. When we honor mother earth and our indigenous roots, changed behavior becomes rewarding and we can hold a space for pride. When guilt is acknowledged it becomes the drive for change, one that benefits both the planet and our own sense of purpose. Diverting food from the landfill brings a sense of hope, healing, and renewed responsibility. It reminds us that we can make a difference, especially when we act on knowledge rooted in both science and Indigenous wisdom.

“Pride is understood as an anticipated positive emotion the consumer experiences when they perform or feel confident about performing actions to reduce food waste” (Prestes Floriano, 2025). When families feel that they are part of the solution, they are more likely to stay connected to positive change and pass that hope on to the next generation.

Recognizing our emotional connection to food waste and the land can help us build a sustainable, circular future, keeping resources and resilience on tribal lands where they matter most.

Conclusion: closing the loop

Food waste is more than an environmental problem—it's a powerful opportunity for transformation. By reimagining food waste as a resource, we open the door to solutions that restore our soils, strengthen our communities, and protect the climate. Composting, anaerobic digestion, and changes in daily behavior can dramatically cut methane emissions, enhance food security, and build local resilience. When we honor the emotional, cultural, and ecological value of food, we inspire meaningful action in homes, farms, and institutions. A sustainable future begins by keeping food out of landfills, keeping resources in our communities, addressing hunger, and healing our soils. Supporting closed-loop systems ensures our resources stay local—where they can do the most good.

DRAFT FOR REVIEW

Proposal: "Composting for the Future"

Tribal Youth & Head Start Environmental Education Program

Submitted by: DeArcie Abraham, Bio-Waste Technologies LLC

In Partnership with:

CTUIR Head Start, Afterschool, Summer School, Nixyáawii Community School, Family Engagement, Bolster, and Education Department

Date: June 10, 2025

Executive Summary

"Composting for the Future" is a culturally adapted Head Start through Grade 12 initiative focused on soil stewardship, food waste reduction, and climate-conscious composting. Designed to incorporate **Traditional Ecological Knowledge (TEK)** and Indigenous land care principles, this program engages youth in building compost systems, diverting waste, and nurturing soil.

The program includes classroom instruction, outdoor activities, cafeteria waste tracking, and family engagement. It will be led by a tribal environmental educator at **\$40/hour**, supporting EPA and CTUIR environmental and education goals.

Program Goals

- Teach tribal youth and Head Start learners about composting and land care.
- Reduce food waste and landfill methane emissions.
- Build compost systems to support gardens and land restoration.
- Revive intergenerational knowledge sharing about soil, waste, and food.

Project Timeline

Phase	Timeline	Key Activities
Planning	Month 1	Finalize partner schedules, gather supplies, pre-assess classrooms
Instruction	Months 2–4	Weekly sessions, compost system setup, track waste
Implementation	Months 3–5	Student data collection, compost care
Showcase & Reporting	Month 6	Public demo, compost harvest, reporting to CTUIR Education Dept

Budget Table

Item/Service	Cost	Notes
Instructor Compensation (3 months)	\$9,600	Based on 80 hrs/month at \$40/hr
2 Compost Systems	\$800	For outdoor and cafeteria use
Worm Bin Kits (for 3 classrooms & HS)	\$500	Includes bins, bedding, starter worms
Tools & Safety Supplies (gloves, trowels)	\$400	For 60 students+
Printed Materials & Activity Sheets	\$350	English + Umatilla language versions
Cultural Integration Resources	\$350	Elders' honoraria, signage, translations
Presentation & Showcase Supplies	\$200	Posters, charts, handouts, refreshments
Total Program Cost	\$12,200	Covers 3 months, can be scaled for summer or year-round

Measurable Outcomes

- 30–50% **reduction in food waste** by month 4.
- 2 completed **compost cycles** with student-managed systems.
- Head Start learners show documented **engagement growth** in science/nature domains.
- Public **student-led presentations** on Family Night or Earth Day.
- Compost returned to gardens or community planting projects.

Evaluation Plan

- Weekly **food waste tracking logs** (Grades 6–12).
- Pre/post **student surveys and journal reflections** (Grades 3–12).
- **Photos, video clips, and observation logs** from educators.
- Feedback from Head Start staff and families.
- Final **report and student showcase** to CTUIR Education Department.

Program Alignment

- **EPA WasteWise & Tribal Waste Priorities:** Methane reduction, landfill diversion.
- **CTUIR Education Values:** Cultural preservation, sovereignty, land-based learning.
- **Head Start Standards:** Meets science, approaches to learning, and sensory development goals.

Conclusion

"Composting for the Future" plants knowledge and pride in the next generation. This program bridges traditional values and environmental science through hands-on composting education from Head Start through high school. With tribal guidance, youth leadership, and educator support, we can reduce waste and regenerate soil while growing future stewards of the land.

Prepared by:

DeArcie Abraham

Project coordinator | Compost Educator

Bio-Waste Technologies LLC

 541-240-9031 |  dearcieabraham@gmail.com

Appendix: Sample Lesson Outlines by Grade Group

Head Start (Ages 3–5)

- **Theme:** “Worms Are Our Friends”
- **Objective:** Introduce compost through soil play and stories
- **Activities:**
 - Build mini worm homes in jars
 - Sing “Rot, Rot, Rot” compost song
 - Read *Compost Stew* (adapted with tribal terms)

Grades K–5

- **Theme:** “Compost Detectives”
- **Objective:** Understand what can be composted

- **Activities:**
 - Waste sorting game with picture cards
 - Daily “compost bin check” job chart
 - Build mini compost bottles to observe layers

Grades 6–8

- **Theme:** “What’s in the Bin?”
- **Objective:** Understand decomposition and food waste impacts
- **Activities:**
 - Food waste math challenge (track cafeteria waste)
 - Carbon vs. Nitrogen “recipe” lessons
 - Measure temperature and pH in bins

Grades 9–12

- **Theme:** “Compost as Climate Action”
- **Objective:** Link composting to greenhouse gas reductions
- **Activities:**
 - Build and monitor large compost bins
 - Analyze waste diversion data
 - Present findings to community during Earth Week

Grant Proposal Title: From Waste to Resource: Food Waste Diversion as a Climate Change Solution in the Confederated Tribes of the Umatilla Indian Reservation (CTUIR)

Submitted by: DeArcie Abraham

BIO-WASTE TECHNOLOGIES

Environmental Specialist, Biogas Operator, Composter

CTUIR Farm Committee & Farm Service Agency Member

I. Executive Summary

Food waste is a significant yet often overlooked contributor to climate change. In the United States alone, food waste contributes to over 8% of greenhouse gas emissions due to methane released from decomposing organic matter in landfills. The "Nixyawii Don't Throw It Away" program seeks to address this issue by launching a tribally operated food waste diversion and composting initiative, leveraging anaerobic digestion, composting, and public education to reduce landfill contributions and strengthen local environmental resilience.

This proposal seeks funding of **\$75,000** to scale up food waste diversion in the CTUIR community through equipment acquisition, expanded outreach, and data collection needed to finalize a two-year feasibility report documenting climate impacts and community benefits.

II. Statement of Need

The Confederated Tribes of the Umatilla Indian Reservation (CTUIR) face a dual challenge: protecting environmental and cultural resources while combating food insecurity and climate change. Currently, food waste from local schools, businesses, and households ends up in landfills, emitting methane and missing the opportunity for local soil enrichment.

Despite receiving USDA NIFA support, the project encountered a significant delay due to Build America Buy America Act (BABA) restrictions, which prohibited the purchase of

essential anaerobic digestion equipment from foreign manufacturers. These challenges have increased costs, delayed environmental progress, and constrained tribal sovereignty.

There is an urgent need to:

- Complete the buildout of composting and digester infrastructure
- Expand diversion collection capacity and community training
- Document greenhouse gas reductions for future policy and funding leverage

III. Project Goals and Objectives

Goal 1: Reduce greenhouse gas emissions from food waste

- Divert 10 tons of food waste from landfill over 24 months
- Reduce methane emissions by approximately 850 kg

Goal 2: Increase community engagement and knowledge

- Train 200 community members in food waste separation, composting, and climate science
- Deliver 6 educational workshops in schools and community centers

Goal 3: Finalize data for food waste diversion feasibility study

- Collect, log, and analyze food waste by source, weight, and type
- Publish final report by December 2027

IV. Project Activities and Timeline

Phase 1 (Months 1-3):

- Secure American-made anaerobic digester
- Hire part-time project coordinator
- Design and print educational materials

Phase 2 (Months 4-12):

- Launch community workshops

- Begin full food waste collection from 5 pilot sites
- Monitor and record food waste data

Phase 3 (Months 13-24):

- Expand collection to 5 more providers
- Analyze emissions reductions and soil improvement data
- Publish and disseminate final feasibility report

V. Evaluation and Metrics

- Tons of food waste collected and diverted (goal: 10 tons)
- Methane reduction (goal: 850 kg CO₂e)
- Number of trained participants (goal: 200)
- Final report completed and publicly shared (goal: Dec. 2026)

The evaluation will be led by the BIO-WASTE TECHNOLOGIES team in partnership with CTUIR Climate Adaptation staff.

VI. Budget Overview

- Staff (coordinator, trainers): \$45,000
- Outreach & education materials: \$5,000
- Compost bins & equipment: \$10,000
- Data collection tools/software: \$5,000
- Transportation/fuel for collection: \$5,000
- Contingency/emergency repairs: \$5,000

Total Requested: \$75,000

VII. Organizational Information

BIO-WASTE TECHNOLOGIES is a tribally rooted environmental enterprise led by DeArcie Abraham, a CTUIR member and certified digester operator. The organization leads waste-to-resource projects that merge climate adaptation with Indigenous stewardship. With

extensive experience in training, composting, and food systems, we are uniquely equipped to implement and sustain this project.

VIII. Conclusion

This project offers a scalable model for how tribal nations can lead climate solutions through culturally grounded food waste diversion programs. By supporting “Nixyawii Don’t Throw It Away,” funders will help transform waste into environmental and educational wealth for generations to come.

DRAFT FOR REVIEW

Wildhorse Casino – Food Waste, Operations, and Sustainability Notes

Employee Kitchen

- Plates served:
 - **~400 plates on weekends**
 - **~700 plates on weekdays**
- Uses **reusable serviceware** (no disposable cutlery, cups, or plates).
- Actively **practicing change-of-habit behaviors** to reduce waste.
- Food waste goes through **garbage disposal to wastewater treatment**.
- Disposal system includes a **pulper** to reduce water content in food waste.

Recycling and Waste Streams

- **All cardboard is recycled**, presenting a strong **carbon-reduction and compost opportunity**.
- **Grease is recycled** and hauled by **DARPRO (Portland region)**.
- Compactor schedule:
 - Food waste present **Mondays, Wednesdays, and Fridays**
 - **6–7 tons per pull**

Energy Use

- All kitchens use **natural gas stoves**.
- **Propane** is used approximately **25–30 times per year**, with **15–25 lbs per use**.
- Heating systems at Hamleys use **natural gas**.

Kitchen & Dining Operations

Banquets

- When service is provided:
 - **~150 people for breakfast**
 - **~150 people for lunch**
 - **~700 people for dinner per day**

- Includes an **upstairs bakery** for banquet and baking operations.

Main Kitchen

- Equipped with a **waste can chute**.

Plateau Kitchen

- Serves **65–70 people on weekdays**.
- Serves **151 people on Thanksgiving**.

Buffet

- Serves approximately **300 people per day**.
- **Largest contributor to food waste** among all kitchens.

Additional Food Venues

- **Hot Rock, Moe Pho, Brigham Fish, and Bowling Alley:**
 - Serve approximately **200 people per day**.
 - Bowling alley includes a **food garbage filter**.
- **Wild Roast:**
 - Serves approximately **200 people per day**.

Food Purchasing

- **Local food purchases average 1% annually**.
- In **summer months**, at Hamleys regional food purchases reach **100%**.
- All food must be **USDA certified**.
- Key barrier to local purchasing:
 - Limited availability of **clean, pre-chopped, and prepared foods**.

Hamilys Restaurant & Café

- Operates **7 days a week, 3 meals per day**.
- **Food waste is separated**.
- **No garbage disposals** in place.
- Barriers:

- **Limited space** for waste handling and storage.
- Maintains detailed **food waste tracking records**, including:
 - Type of food
 - Reason for disposal
 - Weight
 - Date recorded
- Tracks waste trends related to **pre-prepared foods stored in refrigerators**.
- Café also serves food.
- Heating uses **natural gas**.
- A representative indicated they will **email additional data** on the number of people served at the banquet, café, and restaurant.

Estimated Food Waste Volumes by Kitchen (Planning-Level Estimates)

Method & Assumptions

- Average **plate waste** assumed at **0.15–0.25 lbs per person per meal** (industry average).
- Buffets assumed **higher waste rates** due to overproduction and plate loss.
- Estimates reflect **food waste only**, not cardboard, grease, or liquids.
- These are **conservative planning estimates**, useful for composting feasibility and grant narratives.

Employee Kitchen

- Plates served:
 - Weekdays: ~700/day
 - Weekends: ~400/day
- Estimated waste:
 - **105–175 lbs/day (weekdays)**
 - **60–100 lbs/day (weekends)**

Buffet (Highest Contributor)

- Serves ~300 people/day
- Higher waste factor: **0.3–0.5 lbs/person**
- Estimated waste:
 - **90–150 lbs/day**

Banquets (When Active)

- Daily service totals when operating:
 - Breakfast: ~150 people
 - Lunch: ~150 people
 - Dinner: ~700 people
 - **Total: ~1,000 people/day**
- Estimated waste:
 - **250–400 lbs/day** (varies by menu and attendance accuracy)

Plateau Kitchen

- Weekdays: 65–70 people/day
- Thanksgiving: 151 people
- Estimated waste:
 - **10–18 lbs/day (weekdays)**
 - **30–40 lbs (Thanksgiving)**

Wild Roast

- Serves ~200 people/day
- Estimated waste:
 - **30–50 lbs/day**

Hot Rock, Moe Pho, Brigham Fish & Bowling Alley (Combined)

- Serves ~200 people/day
- Estimated waste:
 - **30–50 lbs/day**

Hamilys Restaurant & Café

- 7 days/week, 3 meals/day
- Active food waste separation and tracking in place
- Estimated waste:
 - **40–70 lbs/day**
- Notable: High-quality data collection enables precise future measurement.

System-Wide Daily Food Waste Estimate

- **Low estimate:** ~595 lbs/day
- **High estimate:** ~950 lbs/day

Annualized Estimate (Based on Operating Days)

- **~110–175 tons of food waste per year** (conservative range)

CO₂e Reduction Potential from Food Waste Diversion

Method & Assumptions (EPA-Consistent Planning Factors)

- EPA WARM-style planning factor: **~0.42 metric tons CO₂e avoided per ton of food waste diverted from landfill** (landfill baseline).
- Assumes diversion to **composting or anaerobic digestion** instead of landfill.
- Estimates are conservative and suitable for **grant narratives and climate action planning**.

Annual Food Waste Baseline

- Estimated food waste generation: **110–175 tons/year**

Estimated CO₂e Reductions (Annual)

- **Low estimate:**
 - $110 \text{ tons} \times 0.42 \text{ MTCO}_2\text{e/ton} = \text{~46 metric tons CO}_2\text{e avoided per year}$
- **High estimate:**
 - $175 \text{ tons} \times 0.42 \text{ MTCO}_2\text{e/ton} = \text{~74 metric tons CO}_2\text{e avoided per year}$

Kitchen-Level CO₂e Reduction Potential (Approximate)

Buffet

- 90–150 lbs/day → ~16–27 tons/year
- **CO₂e reduction:** ~7–11 MTCO₂e/year

Banquets

- 250–400 lbs/day (when active) → ~45–70 tons/year
- **CO₂e reduction:** ~19–29 MTCO₂e/year

Employee Kitchen

- ~20–30 tons/year
- **CO₂e reduction:** ~8–13 MTCO₂e/year

All Other Kitchens (Combined)

- ~30–40 tons/year
- **CO₂e reduction:** ~12–17 MTCO₂e/year

Climate & Policy Significance

- Equivalent to removing approximately **10–16 passenger vehicles** from the road annually.
- Supports **EPA Methane Reduction Strategy**, Tribal climate goals, and solid waste diversion targets.
- Strengthens eligibility for **EPA SWIFR, USDA, and Tribal climate resilience funding**.

Strategic Insight

- Diverting food waste from **buffets and banquets alone** could capture **over 50% of total CO₂e reduction potential**.
- Existing waste tracking at **Hamilys** provides defensible data for verification and reporting.
- Volumes are sufficient to justify **on-site composting, anaerobic digestion partnerships, or regional organics hauling**.

Opportunities Identified

- Composting and organics diversion pilots, especially for **buffet and banquet operations**.
- Carbon reduction strategies tied to:
 - Cardboard recycling
 - Food waste diversion
 - Energy use efficiency
- Strong foundation for **EPA, USDA, or Tribal sustainability funding applications** based on existing tracking and waste-reduction practices.

DRAFT FOR REVIEW

Order #1@ \$553- soap diy cultural supplies “we will hold a xous xous soap making class”. I harvested 7 pounds at no cost as it is not on market and is a traditionally used medicine. I will hold an organic waste education course while making soap with participants to “build cultural connections”

7:05

Search or ask a question

View order details

Order date Oct 7, 2024
Order # 113-3638571-3201830
Order total \$553.00 (14 items)

Buy it again

Package is out for delivery.
Delivery Estimate
Thursday, October 10, 2024 by 8pm

On the way
Delivery Estimate
Thursday, October 10, 2024 by 8pm

Essencetics 20 LB - Shea Butter Soap Base Bulk - SLS Free, No Palm \$84.99
Qty: 2
Sold By: Natural Essence Cosmetics LLC

30 Bags Dried Flowers, 100% Natural Dried Flowers Herbs Kit for Soap \$20.99
Qty: 1
Sold By: Cashima

Ola Prima Oils - Clove Essential Oil (16oz Bulk) for Aromatherapy, \$19.99
Qty: 1
Sold By: Prime Time Commerce

Walfos Silicone Soap Molds Set of 3, 6 Cavities Rectangle Silicone \$7.99
Qty: 3
Sold By: Walfos-US

OBSGUMU 3 Pack Silicone Soap Molds, 6 Cavities Flower Making Mold, \$8.99
Qty: 4
Sold By: FIBOUND

Track shipment

Buy it again

On the way
Delivery Estimate
Thursday, October 10, 2024 by 8pm

Essencetics 20 LB - Goats Milk Soap Base Bulk - SLS Free, No Palm Oil \$89.37
Qty: 1
Sold By: Natural Essence Cosmetics LLC

Track shipment

Buy it again

Package is out for delivery.
Delivery Estimate
Thursday, October 10, 2024 by 8pm

Ola Prima Oils - Rosemary Essential Oil (16oz Bulk) for Aromatherapy, \$22.99
Qty: 1
Sold By: Prime Time Commerce

Order#2 \$158 this payment is on the methane gas storage bag, how to make your own fuel book, and compost accelerator needed to start the bacterial process

View order details

Order date Oct 8, 2024
Order # 113-3451807-5861807
Order total \$158.78 (5 items)

Arriving today by 8 PM
Shipped

PUXIN Biogas Storage Bag, Biogas Collect Balloon, Biogas Storage Tank Bladder, Made of Reinforced PVC, 1m³/264gal, 82" x 59 inch,... \$158.00
Sold By: PUXIN

Track package

Return or replace items

Share gift receipt

Get help

Write a product review

Buy it again

On the way
Delivery Estimate
Thursday, October 10, 2024 by 8pm

Roebic CA-1 Bacterial Compost Accelerator: 2.5 pounds, for faster \$11.79
Qty: 1
Sold By: Amazon.com Services, Inc

DIY Biogas: Make and Use Your Own Renewable Natural Gas \$8.99
Qty: 1
Sold By: Amazon.com Services, Inc

Order#3 790.00 this digester will account for open orchard waste and a family of 3 organic waste.

View order details

Order date	Oct 8, 2024
Order #	113-7126722-0675431
Order total	\$790.00 (1 item)

Arriving Wednesday
Shipped



PUXIN Home Biogas Digester Systems, PX-2.65, 59 * 59 inch, Backyard Biodigester, Biogas Plant to Replace Composter

Sold by: **PUXIN**

\$790.00

[Track package](#)

[Return or replace items](#)

[Share gift receipt](#)

[Get help](#)

[Write a product review](#)

[Buy it again](#)

Order#4 \$44.00

Payment

Pacific Rim Abalone
Oct 3, 07:50 AM
-\$44

[View Invoice](#)

Order summary

1 kilo bag abalone shells
Qty: 1

8 2 inch rounds
Qty: 8

Shipping info

Ship to
Dearcie Abraham
20 Alder Drive
Pendleton, OR 97801
UNITED STATES

Status

Delivered Oct 5
[Track](#)

Delivered Oct 9
[Track](#)

order#5 \$16.50

Purchase - PayPal Debit Card

Pacific Rim Abalone
Oct 7, 08:16 PM
-\$16.50

[View Invoice](#)

Order summary

66 drill holes
Qty: 66

Shipping info

Ship to
Dearcie Abraham
20 Alder Drive
Pendleton, OR 97801
UNITED STATES

From

MasterCard Debit Card
****5985
[Show payment info](#)

Need help?

order#6 \$111.00

Purchase - PayPal Debit Card

Pacific Rim Abalone
Oct 7, 03:30 PM
-\$111

[View Invoice](#)

Order summary

30 1.5 inch rounds
Qty: 20

1.5 inch squares
Qty: 24

Moon
Qty: 6

1 inch blue rounds
Qty: 16

Shipping info

Ship to
Dearcie Abraham
20 Alder Drive
Pendleton, OR 97801
UNITED STATES

Status

Orders #4,5,6 will include raw abalone, processed abalone some with holes drilled some with out. This is a traditional shell used for the earring making class diy along side with an organic waste presentation

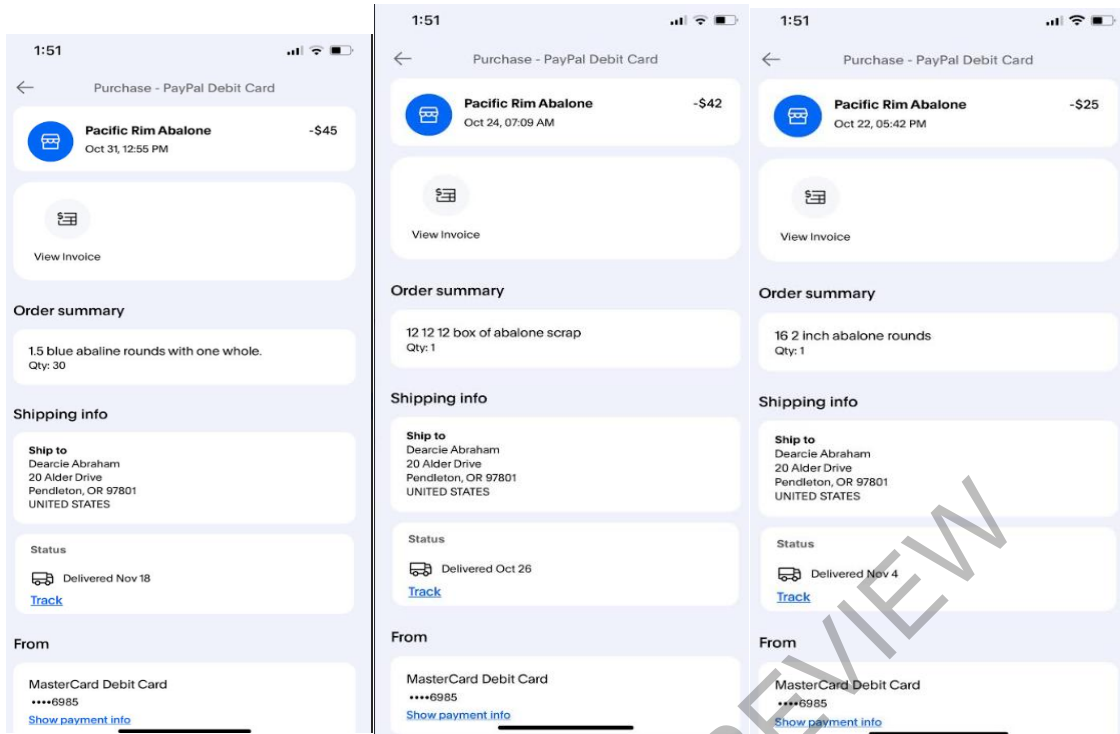
Order #7 \$63.74 the Dremel will allow me to teach how to process raw abalone shells and assist in various digester operations when needed. the luggage scale will weight our food waste



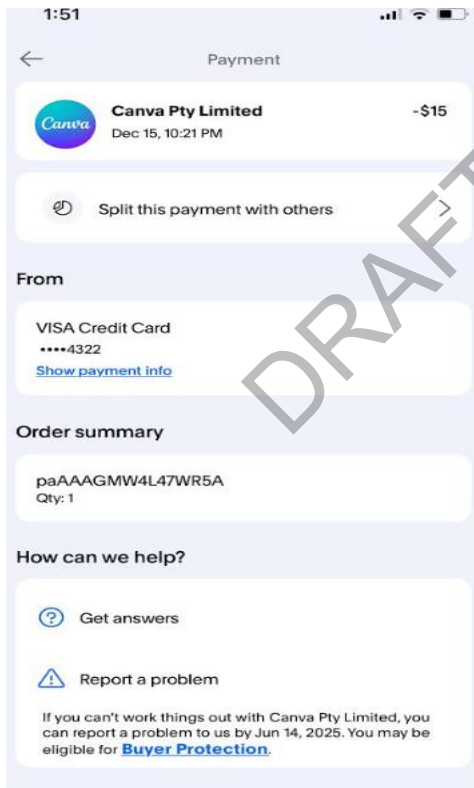
order#8 \$388.96 includes a ice scraper used to chop food waste, a drill set, flashlight, two batteries, charging station, carry bag with saw for garden bed demo and various ways used to set up the digester securely there is a bits package include.



Abalone/food waste presentation workshop supplies



Canva purchase for presentation creation/upgrade info on current presentation



Plier, clasp, earring hook, bead purchase for abalone/food waste presentations class

**TEMU**

To prevent excess packaging waste, we do not include paper receipts. However, you can always print one out for your records.

Order summary

Order ID: PO-211-11752983569192251

Order time: Oct 25, 2024

Item(s) total: \$164.41

Item(s) discount: -\$141.64

Subtotal: \$22.77

Shipping: FREE

Sales tax: \$0.00

Order total: \$22.77

Shipping address

Dearcie Abraham +1 (541)240-9031
20 Alder Dr, PENDLETON, OR 97801-6020, United States

OCT 11 2024

 Blue Hawk Be Pendleto...
Uncategorized

- \$80.00
\$89.35

[Expand/Collapse](#)

Category:
Uncategorized

Online Description:
Blue Hawk Be Pendletonor

Statement Description:
SQ *BLUE HAWK BE PENDLETONOR Card# *6991
DBT CRD 2019 10/10/24 00251164

Date:
10/11/2024

Type:
Debit

BLUE HAWK BEADS
SW DORIAN AVE
PENDLETON OR

12/03/2024 4:07PM 01
000000#1217 CLERK01

DEPT. 01

6 @ \$1.00
T: \$6.00

DEPT. 01

16 @ \$0.15
T: \$2.40

DEPT. 01

9 @ \$2.00
T: \$18.00

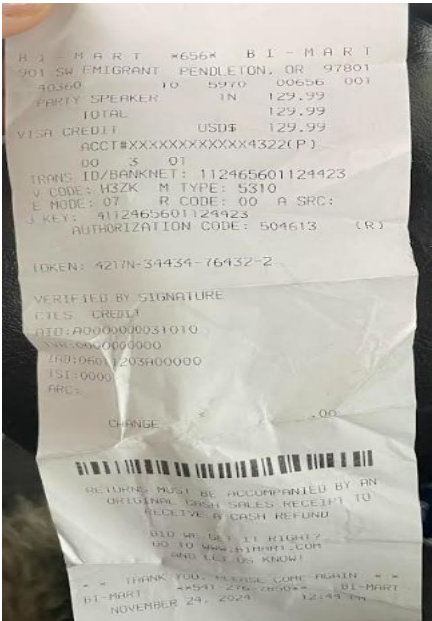
DEPT. 01

32Q
CASH \$39.35

Dec. 21.24 event I purchased compostable food storage bags to divert food waste and give to people and the event didn't have spaghetti sauce to feed spaghetti to the community so I used aws funds to provide the community with spaghetti at dinner



Presentation speaker for longhouse, portable, rechargeable, with 24hr battery life



This is the generator that will convert the gas to electricity for onsite light usage, stove etc...

 SHENZHEN PUXIN TECHNOLOGY CO., LTD 1-2ND FLOOR, BLDG 4, MASHA XUDA HIGH TECH. INDUSTRY PARK, 49# JIAOYU NORTH RD. GAOQIAO DISTRICT, PINGDI STREET, LONG GANG SHENZHEN, GUANGDONG PROVINCE P. R. CHINA. TEL: 86 755 28938251 www.puxintech.com Email: info6@puxintech.com					
INVOICE					
TO: DeArcie Abraham TEL: (+1) 541-240-9031 ADD: 20 alder dr, Pendleton, Oregon 97801, US			FROM: Amanda DATE: DEC 24, 2024		
PUXIN Biogas Appliances					
NO.	ITEM DESCRIPTION	IMAGE	QUANTITY	UNIT PRICE	TOTAL PRICE
1	Biogas generator 1.5kw (110V/60Hz)		1 set	US\$650.00	US\$650.00
2	Ultrasonic biogas flow meter BF-2000		1 pcs	US\$82.00	US\$82.00
CARGO VALUE					US\$732.00
SHIPPING COST BY SEA TO DOOR SERVICE					US\$215.00
TOTAL IN USD					US\$947.00
TERM OF PAYMENT: DDP 100% T/T ADVANCE					
DELIVERY TIME: 3 WEEKS AFTER RECEIVING PAYMENT, BULK ORDER 1 MONTH					
COUNTRY OF ORIGIN: MADE IN CHINA					
AUTHORIZED					

×

✓

Payment successful

You can check back in 1-2 hours for the latest order status.

Order no.

#235666262001020702

Pay time (PST)

12/24/2024 08:36

Payment method

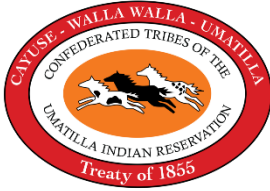


Amount

USD 975.32

View order details

Total \$3,556.66



Reinstatement and Amendment 2
Bio-Waste Technologies LLC
Nixyáawii, Awkú Čáwpam Ákaatta!:
“Nixyáawii, Don’t Throw It Away!”

The agreement between **Bio-Waste Technologies LLC (Contractor)** and the **Confederated Tribes of the Umatilla Indian Reservation**, a federally recognized Indian tribe acting through its Department of Natural Resources **First Foods Policy Program (Confederated Tribes or CTUIR)**, which is dated **August 9, 2024**, and is funded through a contractual agreement with the United States Department of Agriculture, Cooperative Agreement No. 2024-70510-41990, as amended through **Amendment 1**, in **December 2024**, is hereby reinstated and further amended as follows through this **Reinstatement and Amendment 2**, which is dated as of **July 30, 2026**.

All conditions in the 2024 Agreement and Amendment 1 remain the same except as follows, with additions in underline and deletions in ~~strike through~~:

- **Reinstatement:** The Confederated Tribes and the Contractor hereby agree to reinstate the Agreement and extend the termination date to **September 11, 2026**, so that the Agreement shall be considered to have been in effect from the commencement date of August 9, 2024, through **September 11, 2026**, except as will be amended in this document.
- **Agreement, 1.2 Payment.** *Add the following sentence:*
 - For work completed during 2026, a maximum of \$28,350 is available.
- **Agreement, 1.4 Term.** The agreement commences on the date written above and terminates on **May 31, 2026, CHANGES TO September 11, 2026**, unless otherwise terminated earlier.
- **Schedule A, Scope of Work:**
 - **1. Background.** *Add the following:*
 - 1.5. Through working together on the project, the Confederated Tribes and Contractor determined that it is appropriate to add composting to the project plan.
 - **2. Scope.** *Add the following:*
 - 2.7. Integrate compost collection and management into the project. Contractor will adapt the project to include composting as appropriate. Contractor will coordinate with CTUIR on compost management to minimize any negative impacts. Contractor will collect data and provide reports on composting efforts. Contractor will monitor the compost for any issues and manage the distribution of compost products.
 - **4. Requirements:**
 - 4.7. This work shall be completed by **May 31, 2026, CHANGES TO September 11, 2026.**

- **Schedule B, Project Budget:**

- **Section I. Payment Terms.** *Add the following sentence: For work completed during 2026, a maximum of \$28,350 is available to complete remaining tasks. Hours shown in the budget table may be adjusted as needed between the work items to complete the project by September 11, 2026.*

- **Section II. Payment Procedures.**

E. Final invoices for work performed under this contract must be submitted:

- For all work completed in 2026, all invoices must be submitted by ~~June 30, 2026~~ **CHANGES TO October 16, 2026.**

- All other terms and conditions of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this **REINSTATEMENT AND AMENDMENT 2** in duplicate through their duly authorized officials as of the date stated in the introductory clause and may be executed in counterparts or by facsimile or electronic signature on a separate page:

CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION

John D. Tovey III, Executive Director

BIO-WASTE TECHNOLOGIES LLC



DeArcie Abraham, Owner



Oregon State University
Professional and
Continuing Education



ASSOCIATION of
**OREGON
RECYCLERS**

Division of Extension and Engagement

This is to certify that

Dearcie Abraham

has successfully completed the requirements for the

Recycling 101 Certificate Program

consisting of 20 PLANET and 8 SWANA continuing education units of evaluated learning

Patrick Kelley
Director, Professional and Continuing Education

August 27, 2026

Date

Kristin Lechner
Association of Oregon Recyclers Board Chair

DRAFT FOR REVIEW

CERTIFICATE OF COMPLETION

THIS CERTIFICATE IS PROUDLY PRESENTED TO

DeArcie Abraham

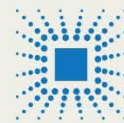
FOR THE SUCCESSFUL COMPLETION OF THE 2025 EMBEDDING NATIVE VALUES INTO YOUR BUSINESS
THROUGH SUSTAINABILITY AND SUSTAINABLE PROCUREMENT PROGRAM



NORTHWEST
NATIVE
CHAMBER



Portland State
UNIVERSITY
COMMUNITY ENVIRONMENTAL SERVICES



SUSTAINABLE
PURCHASING
LEADERSHIP
COUNCIL



Chrissa Wilkie

Chrissa Wilkie
Program Facilitator





CERTIFIED INDIAN OWNED BUSINESS

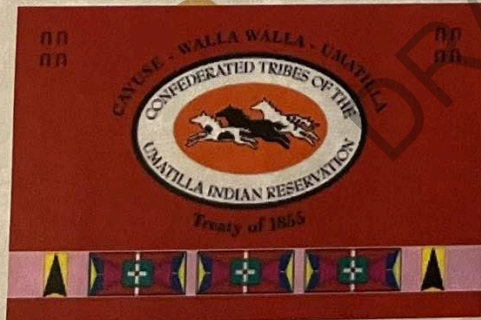
THIS ACKNOWLEDGES THAT

Biowaste Technology

DeArcie Abraham - Owner

Effective February 21, 2025 – February 21, 2027

Is hereby certified by the Confederated Tribes of the Umatilla Indian Reservation Tribal Employment Rights Office as an Indian Owned Business and duly entitled to Indian Preference Contracting provisions of Chapter 5 of the CTUIR TERO Code.



John Barkley

JOHN BARKLEY, CTUIR TERO PROGRAM MANAGER

