

# **Request for Proposals**

## **FRANCHISED COLLECTION SERVICES FOR RECYCLABLES, ORGANICS, AND SOLID WASTE**

*Issued by the San Benito County Integrated Waste Management (IWM)  
Regional Agency on behalf of its members:*

*County of San Benito  
City of Hollister  
City of San Juan Bautista*

August 29, 2017

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## SECTION 1 - INTRODUCTION

By issuing this Request for Proposals (RFP) for collection services, the REGIONAL AGENCY (RA) is competitively procuring franchised collection services for three RA Members (i.e., County of San Benito, City of Hollister and City of San Juan Bautista) covered under a single Franchise Agreement. The REGIONAL AGENCY is seeking proposals for the collection of solid waste, recyclable materials, and organic materials from approximately 12,975 residential accounts, 774 commercial accounts and 169 multi-family accounts.

The REGIONAL AGENCY is the joint powers authority charged with managing this RFP process. The goal of the RFP process is to:

1. Implement quality programs, service & terms at best cost
2. Ensure programs meet state mandates/industry standards and best practices
3. Ensure each RA member retains separate garbage rates

In doing so, the REGIONAL AGENCY is soliciting proposals from service providers who can deliver efficient service while meeting the recycling diversion targets set by the REGIONAL AGENCY and its Members. Participants in this RFP process should make note of and comply with the **Proposer code of conduct (Attachment 4)**.

The following subsections present: an introduction to the REGIONAL AGENCY and its Members; RA Members roles and commitment; the goals and objectives of the REGIONAL AGENCY; an overview of this RFP; contract arrangements, future contract term; a description of the RFP's organization; the RFP schedule; and readily available background information.

Note that many terms used in this RFP are defined in the Franchise Agreement (**Attachment 2**).

### 1.1 The Regional Agency and Its Members

The REGIONAL AGENCY is a three-member joint powers authority formed for the purpose of meeting solid waste and recycling mandates by developing cost effective waste reduction programs for the three jurisdictions in San Benito County, California. REGIONAL AGENCY Members consist of: the County of San Benito, City of Hollister, and City of San Juan Bautista. More information on the REGIONAL AGENCY current programs and services can be found at <http://www.cosb.us/county-departments/integrated-waste-management/#.WSKSPuvysdX>.

The REGIONAL AGENCY was formed in 1995 to manage solid waste, diversion, and recycling and household hazardous waste (HHW) services on a regional basis. The JPA Agreement and a Cost Sharing Agreement can be found in **Attachment 1**.

Currently, Recology San Benito County (Recology) provides collection services throughout the service area under a single Franchise Agreement with the three RA Members. Please see Recology's website at <https://www.recology.com/recology-san-benito-county/>. The existing RA Members Franchise Agreement expires June 30, 2018.

The County of San Benito owns a local landfill, the John Smith Road landfill, which is operated under a life of site contract with Waste Connections. All franchise collected garbage is directed to that landfill. More information on the landfill can be found at <http://www.johnsmithroadlandfill.com/>

## 1.2 RA Members Roles and Commitment to the Process

### 1.2.1 RA Members Roles and Commitment to the Process

Each RA Member Agency has committed to a joint RFP process by adopting a resolution. The proposed resolution documented that each RA Member:

- Agrees to participate in the REGIONAL AGENCY RFP process;
- Agrees to the future programs, services, and contract terms;
- Agrees to the method of soliciting and evaluating proposals and selecting a contractor; and
- Agrees that they will not independently solicit or entertain collection and processing proposals during the RFP process.

In August 2017, the RA Members adopted resolutions to participate in the REGIONAL AGENCY joint RFP process. All Member Agencies also approved the RFP documents, including the Franchise Agreement.

### 1.2.2 RA Members Communications and Milestone Events

Regular communication by REGIONAL AGENCY staff and consultants with RA Members staff and elected officials will continue to be a critical component of the RFP process. The goal of the milestone events is to ensure that periodic communications with elected officials occurs at important decision points. Three milestone events provide elected officials opportunities to: express their specific interests and needs; and, approve programs, services, contract terms, proposal solicitation processes, contractor selection recommendations, and final contract terms.

Table 1-1 summarizes the purpose and timing of the three RA Members milestone events, which are intended to involve elected officials.

**Table 1-1 RA Members Milestone Events**

	<u>Purpose</u>	<u>Timing</u>	<u>Information or Decision Point</u>
1.	Attend proposer presentations	December 2017	Informational
2.	Receive proposal summaries	December 2017	Informational
3.	Approve selection of contractor and final Franchise Agreement (code of conduct guidelines expire)	Feb./March 2018	Decision point(s)

## 1.3 Regional Agency Goals and Objectives

The REGIONAL AGENCY's goals and objectives for the RFP process and future collection services are as follows:

### 1.3.1 Integrity, Competition in Selection Process, and Industry-Standard Contract Terms

- Conduct the RFP process with integrity and transparency
- Maintain the association of the RA Members
- Select a contractor that meet RA Members' needs
- Enter into contracts with fair terms and conditions
- Set high performance standards and use incentives/disincentives to achieve standards related to diversion from landfill disposal
- Stimulate competition among proposing companies

### 1.3.2 Cost-Effective Programs

- Cost
  - Provide cost-effective operations
  - Minimize fiscal impact on ratepayers
- Service
  - Emphasize innovative, responsive management
  - Ensure consistent, reliable and high-quality service
- Conserve and protect resources/assets
  - Minimize impacts on air, water, and natural resources
  - Encourage highest and best use of recycled materials
  - Handle as much material locally as possible
  - Meet or exceed AB 939's 50% diversion mandate
- Community benefits
  - Continue programs and services that work well
  - Demonstrate proactive waste reduction/recycling philosophy
  - Include involvement of local recyclers/reuse as applicable
  - Support local market development where possible
  - Educate the public
  - Educate and involve the community
- Integrate collection services with local facilities if applicable
- Flexibility of collection methods

## 1.4 RFP Overview

The REGIONAL AGENCY initiated this RFP process in November 2016 to plan future programs and services and select future contractors. The approximate 18-month process will result in a new contract for collection services. The RFP process involves a 1-year period for planning, soliciting and evaluating proposals, and selecting and negotiating with the selected contractor, and a six-month implementation period leading to commencement of services on or before July 1, 2018. Depending upon the final approved Franchise Agreement and assumed implementation timeline, there may be a need for a short-term extension of the current Franchise Agreement.

The REGIONAL AGENCY is soliciting proposals for collection services only through this RFP. The collection contractor will also be responsible for the processing of recyclables and organic

materials unless otherwise directed to a designated processing facility specified by the REGIONAL AGENCY.

The successful contractor will be required to execute a single Franchise Agreement for the three RA Members (see **Attachment 2**).

The REGIONAL AGENCY is interested in receiving proposals from companies that have demonstrated experience in safely providing solid waste, recyclable materials, and organic material collection services comparable to those described in this RFP and the Franchise Agreement (**Attachment 2**). The REGIONAL AGENCY seeks collection contractors that place a high priority on diversion and have demonstrated significant results and innovation through their diversion program development, implementation, public education, and on-going operations.

## 1.5 Organization of RFP

This RFP is organized into six sections as follows:

**Section 1** provides a brief introduction to the RFP.

**Section 2** provides background information including a description of the REGIONAL AGENCY service area and the processing and disposal arrangements.

**Section 3** presents the scope of requested collection services.

**Section 4** provides the RFP policies, conditions and process.

**Section 5** describes the RFP submittal requirements.

**Section 6** outlines the proposal evaluation process and criteria by which the proposals will be evaluated.

## 1.6 RFP Schedule

The key activities and completion dates for the RFP process are provided in Table 1-2 on the next page. The RFP process is described in detail in Section 4. All questions regarding the RFP must be submitted in accordance with the Submission of Written Questions specified in Section 4.4.

**Table 1-2 RFP Schedule**

<u>Milestones*</u>	<u>Date</u>
REGIONAL AGENCY releases RFP	August 29, 2017
R.S.V.P deadline for pre-proposal meeting <u>by 3 p.m.</u>	September 6, 2017
Deadline to submit written questions and comments <u>by 3 p.m.</u>	September 13, 2017
<b>Mandatory pre-proposal meeting at <u>10 a.m.</u> at County Administration Office, 481 4<sup>th</sup> Street, Hollister. Board of Supervisors Chambers.</b>	<b>September 20, 2017</b>
Deadline to submit additional written questions <u>by 3 p.m.</u>	September 27, 2017
REGIONAL AGENCY will issue: response to written questions, summary of responses provided at the pre-proposal meeting, and RFP addendum if necessary.	October 11, 2017
<b>Proposals due <u>by 3 p.m.</u></b>	<b>November 14, 2017</b>
REGIONAL AGENCY requests clarification of proposal information	December 1, 2017
Proposer public presentations to RA Members. <u>Presentations limited to non-cost information only (i.e., qualifications and technical proposal only).</u>	December 2017
Evaluation committee conducts interviews with one or more proposers	December 2017
Selection committee recommends contractor	January 2018
Evaluation/Selection committee conduct and complete negotiations with contractor	January/Feb. 2018
RA Member governing bodies approve contract award	Feb./March 2018
Contractor commence providing services	July 1, 2018**

\* Note that the REGIONAL AGENCY may modify this schedule as needed.

\*\* Collection services may be initiated later if a short-term extension of the Franchise Agreement is needed and approved.

## SECTION 2 - BACKGROUND

The RFP and its attachments contain data about the demographics of the REGIONAL AGENCY Members and historical information related to collection operations including the number of customers, tonnage collected, routes, etc.

### 2.1 Background Information

**The information presented in this section and related Attachments are for informational purposes only. Each proposer should take whatever steps it believes are necessary to determine the actual service requirements of the Member Agencies and understand service conditions when preparing a proposal. Proposers should pay attention to any hard-to -service areas as applicable.**

**Attachment 5** provides supplemental information on the franchise operations:

- Franchise fee payment details, diversion rates and service data.

Detail on current programs and services can be found by visiting the Recology San Benito County website at <https://www.recology.com/recology-san-benito-county/>.

**Attachment 6** provides detailed information on historical statistics (including number of customers, tonnage collected, number of routes, route maps, etc.). This data is from reports provide by Recology.

**Attachment 7** provides the current rates for collection services that were in effect for 2016. No rate adjustments were made in 2017.

### 2.2 Regional Agency Service Area

REGIONAL AGENCY Members are obligated under the Franchise Agreement to have collected solid waste delivered to the John Smith Road Landfill, 2650 John Smith Road, Hollister, CA 95023. Please also see <http://www.johnsmithroadlandfill.com/>. More information on the service area can be found in the Franchise Agreement (see **Attachment 2**) Section 5.1 and Attachment L (to the Franchise Agreement).

### 2.3 Contract Arrangements for Collection, Processing, and Disposal

Below is a description of the future contracting arrangements.

- Collection and Disposal. One collection contractor will be selected for all RA Members and the selected contractor will enter into a single Franchise Agreement. This will constitute three separate contracts, one with each RA Member. The collection contractor will deliver all solid waste materials collected to the John Smith Road Landfill.
- Off-Site Recyclable Materials Processing Services. Recyclables processing services will be contracted by the selected contractor unless otherwise directed by the REGIONAL AGENCY to a designated recyclables processing facility.

- Off-Site Composting Services. Composting services will be contracted for by the selected contractor unless otherwise directed by the REGIONAL AGENCY to a designated composting facility.

## 2.4 Future Franchise Agreement Term

The term of the new Franchise Agreements will commence on July 1, 2018, or later if an alternative start date is negotiated, and will continue for ten (10) years, ending June 30, 2028 unless the Agreement is extended in accordance with Section 4.2 of the Franchise Agreement (see **Attachment 2**) or terminated early pursuant to Section 11.2 of the Agreement.

The Term of this Agreement may be extended by written agreement of the Parties twice for succeeding terms of two (2) years each, provided that Contractor is in compliance with all terms and conditions of the Franchise Agreement, including the Diversion requirements set forth in Article 5 of the Agreement, by notice to Contractor at least one year before expiration of any term.

## SECTION 3 - SCOPE OF REQUESTED COLLECTION SERVICES

This section provides a brief description of the collection services solicited through this RFP. Article 5 and Attachment B of the Franchise Agreement (see **Attachment 2**) provides the detailed scope of services.

### 3.1 Summary of Collection Services

The collection services are separated by service sector (i.e., single-family residential, multi-family residential, commercial, and RA Member). A matrix of services by sector can be found in Table 3-1.

**Table 3-1 Matrix of Services by Sector**

<i>Services by Sector:</i>	Single-Family Residential Service	Multi-Family Residential Services	Commercial Services	RA Member Services
<b>Solid Waste Collection</b>	✓	✓	✓	✓
<b>Recyclable Materials Collection</b>	✓	✓	✓	✓
<b>Organic Materials Collection</b>	✓	✓ (Subscription only)	✓ (Subscription only)	✓ (Subscription only)
<b>Universal Organics Materials Collection</b>		✓ (Optional Proposal)	✓ (Optional Proposal)	✓ (Optional Proposal)
<b>Bulky Items and Reusable Materials Collection</b>	✓	✓	✓ (Multi-Family Only)	✓
<b>Transportation, Disposal and Processing</b>	✓	✓	✓	✓
<b>Public Education and Outreach</b>	✓	✓	✓	✓

Containers at RA Member Facilities				✓
Containers at Public Locations				✓
RA Member Community Events				✓
Free Compost Giveaway Event				✓
E-Waste and Shred Collection Event				✓
Quarterly Recycle Days at John Smith Road Landfill				✓ (Pay for service, but not responsible for actual operation of quarterly events)
Public Drop Box Service				✓
Abandoned Solid Waste Collection				✓
Billing Services	✓	✓	✓	Service provided at no cost to RA Members

The draft future Franchise Agreement is included as **Attachment 2. It presents all the contract terms and conditions including a complete description of the collection services requested.** It also describes public education and outreach requirements for the initial start-up operations and ongoing operations; operations, equipment and personnel; billing, customer service, and reporting; franchise fees and other fees; contractor’s compensation and rate setting; insurance and performance bond; and performance standards and liquidated damages.

An overview of the contractor’s compensation and rate setting process is provided in Attachment E to the Franchise Agreement. **If there are differences between the summary of collection services (or**

other descriptions of the Franchise Agreement) provided in this RFP and the Franchise Agreement, the terms and conditions in the Franchise Agreement shall prevail.

### 3.1.1 Exclusivity of Collection Services

Contractor will have exclusive rights to collect residential, multi-family and commercial solid waste, single-family recyclables, and single-family organic materials from within the service area. The contractor may compete with other hauling companies on a non-exclusive basis for collection of:

- Commercial and multi-family recyclables, commercial organics, and commercial and multi-family reusable materials;
- C&D materials hauled in drop boxes;
- Specialty materials from residents (e.g., specialty reuse materials); and,
- Single family bulky type of materials on an on-call basis
- Drop Box service for disposal of solid waste

Contractor's exclusive rights will not include items such as: (a) material hauled by owner, occupant, or its contractor where removal of materials are incidental and removed at no additional cost; (b) donated materials; (c) materials delivered to independent recycling companies at no charge; (d) animal, grease waste, and used cooking oil; (e) sewage treatment by-product; hazardous wastes; and infectious waste; and (f) materials generated by public school districts, the State of California, and federal facilities. Please note San Benito County facilities and Cities of Hollister and San Juan Bautista facilities are included in the scope of the Franchise Agreement.

For recyclable materials generated by commercial businesses and MFD complexes, the RA Members will continue to allow open market competition for recyclable materials. **The contractor is required to offer recyclable materials collection services to all MFD and commercial customers.**

For organic materials generated by commercial businesses and MFD complexes, the RA Members will retain the current open market competition for organics collection. However, the RA Members are requesting as part of the scope of services an Optional proposal for universal rollout of organic materials collection services to all MFD accounts, commercial accounts and RA Member facilities.

The RA Members will continue to allow open market competition for drop-box collection of solid waste and C&D materials provided that such materials are collected and processed in accordance with each RA Members policies and ordinances (e.g., C&D ordinances) which may require diversion of some or all materials.

## 3.2 Customer Rate Arrangements

This section provides a description of rate arrangements and fees that will apply to all four service sectors. The rate schedules establish the maximum rates that may be charged.

### 3.2.1 SFD Rate Arrangements

Member Agencies will maintain a SFD rate structure that includes an integrated fee for collection that covers solid waste, recycling, and organics. The current volume-based rate structure will be continued. Therefore, the contractor will be required to provide

the residents with the container sizes they subscribe to; to service such containers; and to properly bill for the level of service requested.

### **3.2.2 MFD and Commercial Rate Arrangements**

Member Agencies will maintain a rate structure that includes an integrated fee for collection that covers solid waste and recycling. A volume-based rate structure will be used. MFD and Commercial customers will be provided the opportunity to subscribe to unlimited levels of recyclable materials collection service at no additional charge. As a result, the contractor will provide the number and sizes of recycling containers requested by the customer and service the containers as frequently as requested. In addition, Member Agencies will continue to allow open market competition for recyclable materials.

Member Agencies will establish separate, volume-based rates for organics collection services. Customers will be encouraged to voluntarily participate in organics collection and will be required to pay a fee for organics collection services based on subscription levels.

### **3.2.3 RA Members Facilities**

RA Members facilities shall be provided all collection services at “no cost.” The cost of collection services provided to Member Agencies will be included in the contractor’s annual compensation and shall be paid for through the rates charged to SFD, MFD and commercial customers, at RA Members discretion.

### **3.2.4 Special Services Charges**

Contractor’s customer proposed rate schedule shall include all charges for special services, including but not limited to: (1) unlocking Containers; (2) accessing Container enclosures with a key; (3) pulling or pushing Containers to a Collection Vehicle; (4) steam cleaning, except carts, Containers more frequently than one time per year as requested by the Customer; (5) additional residential solid waste cart monthly service rate; (6) additional Recyclable Materials Cart monthly rental; (7) additional Organic Materials Cart charge equivalent to 50% of the Solid Waste monthly service rate gallon equivalent; (8) additional Bulky Item Collection Event beyond two times per year; (9) assessment of “contamination fee” as more fully described in the Franchise Agreement Attachments B-1 subsections 2 and 3, B-2 subsections 2 and 3, and B-3 subsections 2 and 3; and (10) Sunday collection surcharge for MFD and Commercial accounts.

Please see Franchise Agreement Sections 6.3.A, and 6.5 and Attachments B-1, B-2, and B-3 for more details on situations in which special service charges apply.

### **3.2.5 Fees**

Article 8 of the Franchise Agreement provides details on the specific fees to be paid and remitted to the RA Members; the actual fee amounts are currently left blank and will be populated once final fees are agreed upon by the Contractor and RA Member. Each of the four fees (i.e., franchise fee, AB 939 fee, HHW fee, and litter abatement fee) is

calculated as percentage of gross receipts. As noted in Section 5.7 of this RFP document, proposers are to assume at least the minimum fee percentages shown, and can propose higher fee percentages.

### **3.3 Public Education and Outreach**

All public education activities will be a collaborative effort between the REGIONAL AGENCY, RA Members, and contractor. Contractor shall be responsible for ensuring that its customers consistently receive a high level of customer service and responsiveness. Contractor shall prepare an annual public education plan and meet with the REGIONAL AGENCY to review the plan. The REGIONAL AGENCY and contractor shall meet quarterly to discuss all promotion materials and implementation of the promotion strategy. A detailed listing of Public Education and Outreach requirements can be found in Attachment B-8 to the Franchise Agreement.

#### **3.3.1 Staffing**

To achieve a high level of recycling public education and awareness, Contractor shall employ a minimum of one full-time Public Education and Outreach Manager (PEOM) and one (1) full-time Recycling Outreach Coordinator (ROC) to complete outreach to the businesses and residents, develop and implement all public education and outreach activities required under the Franchise Agreement for all RA Members and shall serve the Regional Agency Service Area exclusively. The public education and outreach staff shall work with the RA Members and the Regional Agency to conduct outreach, promote waste reduction, recycling, diversion programs, and provide technical assistance to Multi-family and Commercial Customers.

Proposer must include the following in its proposal:

1. The job description and resume of the PEOM. (This must include the individual's resume, years of experience, and three (3) professional references.) This party will serve as a liaison to the REGIONAL AGENCY for the planning, coordination, implementation and review of all public education and promotion materials and efforts.

The staff responsible for developing public education strategies and preparing public education materials. If an outside consultant is to be used, proposer must identify the consultant and include a brief description of the consultant's qualifications and years of experience. The Regional Agency has the expectation that the PEOM will be actively engaged with the three communities and fully participates in community events to promote and implement waste reduction, recycling and organics collection programs.

### **3.4 Diversion Requirements**

The selected contractor will provide a level of Diversion that ensures the RA Members will be in full compliance with its State Diversion obligations, as defined as of the Effective Date by AB 939, AB 341, AB 1826 and related state laws and regulations. The RA Members' grant of exclusive services as defined in Section 3.1 of the Franchise Agreement is based in part on providing Contractor the means necessary to ensure the Regional Agency meets its Diversion obligations.

Section 5.12 of the Franchise Agreement details specific Diversion requirements including but not limited to:

- Meeting an overall measured diversion rate of 45% or greater in a calendar year. If the calculated percentage is more or less, Performance Incentives/Disincentives will apply as more fully described in Attachment H to the Franchise Agreement.
- Providing the Diversion-related data and information defined in Section 7.3 and Attachment D of the Franchise Agreement.

### 3.5 Requirements for Operations, Equipment and Personnel

Article 6 of the Franchise Agreement details specific requirements related to operations, equipment and personnel. Contractor shall always comply with Applicable Laws and provide services in a manner that is safe to the public and the Contractor's employees. A summary of some of the requirements follows below.

#### 3.5.1 Operations

Unless otherwise authorized by the Regional Agency Contract Manager, Contractor's days and hours for Collection operations shall be as follows:

1. **Residential Premises.** Collection from Residential Premises shall only occur between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday, except that during weeks in which a Holiday occurs, the Contractor may provide Collection scheduled for a Friday on a Saturday.
2. **Commercial Premises.** Collection from Commercial Premises that are two hundred (200) feet or less from Residential Premises shall only occur between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday. Collection from Commercial Premises more than two hundred (200) feet from Residential Premises shall only occur between the hours of 3:00 a.m. and 6:00 p.m., Monday through Saturday.

#### 3.5.2 Equipment

Contractor shall provide a fleet of new Collection vehicles sufficient in number and capacity to efficiently perform the work required by the Franchise Agreement in strict accordance with its terms. Contractor shall have available sufficient back-up vehicles for each type of Collection vehicle used to respond to scheduled and unscheduled maintenance, service requests, complaints, and emergencies. Such back-up vehicles may be used vehicles. All such vehicles shall have watertight bodies designed to prevent leakage, spillage, or overflow. Hoppers shall be enclosed on top and on all sides to prevent material from leaking, blowing or falling from the vehicles. Each Collection vehicle shall be equipped with a shovel and broom for clean-up of spillage. Collection vehicles shall never be loaded to exceed the manufacturer's recommended weight limit or otherwise operated unsafely or in violation of any Applicable Law.

All Collection vehicles shall operate on compressed natural gas (CNG) and shall be fueled at a facility designated by the Contractor. The Contractor may provide an Alternative proposal for use of renewable diesel fuel, bio-fuel or some other specified type of alternative fuel besides conventional diesel fuel that reduce carbon emissions.

Contractor shall provide all new Carts, and Bins to all Customers as part of its services. Contractor-provided Containers shall be designed and constructed to be watertight and prevent the leakage of liquids. All Containers shall display the Contractor's name, local telephone number, and some identifying inventory or serial number. However, if a new contractor other than the current service provider is selected for the new Franchise Agreement such Contractor is encouraged to negotiate the purchase of the existing commercial Bins and Drop Boxes from the current service provider.

In the interest of creating effective and consistent public education and outreach, Contractor shall utilize its Containers to reinforce public education messages. All Solid Waste Containers shall be black or grey in color. All Recyclable Materials Containers shall be blue in color. All Organic Materials Containers shall be green in color. Contractor's Containers shall also be labeled with a list of acceptable materials and a list of prohibited materials and such labels shall be in both English and Spanish. Specific color selection and labels shall be approved by the Regional Agency Contract Manager prior to placing the order for any new Containers.

### **3.5.3 Personnel**

Contractor shall furnish such qualified drivers, mechanical, supervisory, customer service, clerical, and other personnel as may be necessary to provide the services required by this Agreement in a safe and efficient manner. Contractor shall designate at least one (1) qualified employee as the RA Members' primary point of contact with Contractor who is principally responsible for Collection operations and resolution of service requests and complaints.

Contractor shall use its best efforts to assure that all employees who interact with Customers present a neat appearance and conduct themselves in a courteous manner. Contractor shall not permit its employees to accept, demand, or solicit, directly or indirectly, any additional compensation, or gratuity from members of the public.

Contractor shall work with the current hauler to obtain a complete list of full-time non-management employees in good standing working exclusively to provide direct collection services to RA Members and collection support services on January 1, 2018 to the RA Members. Contractor shall conduct outreach, complete interviews and offer employment to eligible employees. Contractor will not be required to hire for more positions than the maximum anticipated positions needed to provide the services required by the Franchise Agreement or hire employees for positions if those employees have not been successfully executing duties like those needed by Contractor to provide the services required by the Franchise Agreement.

### **3.5.4 Environmentally-Preferable Purchasing**

Contractor shall prepare and comply with an Environmentally Preferable Purchasing Policy which will be an attachment to the Franchise Agreement. Contractor shall include a summary of their environmentally-preferable purchasing activities in their Annual Report to the Regional Agency and RA Members (e.g., volume of recycled content paper purchased, specify % of recycled content in their paper purchased, source reduction strategies implemented during the year and the quantified results of that strategy, etc.).

### 3.5.5 Local Purchasing Preference

Contractor shall, throughout the Term of the Franchise Agreement, give preference to purchasing materials and supplies used in connection with the Agreement from local vendors within the County of San Benito or State; and in that order of preference. At a minimum, Contractor shall purchase the following items from vendors within the County: vehicle supplies (e.g., fuel, fluids, tires, parts, etc.) only if the Contractor's operation and maintenance yard is in the County; printing and publishing services for all public education and outreach materials; uniforms, safety clothing/equipment, and work boots; and office supplies. If the

## 3.6 Billing, Customer Service, Record Keeping and Reporting

Article 7 of the Franchise Agreement details specific requirements related to billing, customer service, record keeping, and reporting. A summary of some of the requirements follows below.

### 3.6.1 Billing Services

Contractor shall provide billing services for all Customers in the Service Area, including all Residential Properties, Multi-Family Properties and Commercial Properties. Contractor shall: (i) bill all Customers in the Service Area, including all SFDs, MFDs, and Commercial Properties at the rates permitted in this Agreement; (ii) maintain accurate billing and payment records; and (iii) bill Customers on the following schedule or as otherwise approved by the RA Members:

- Each Residential Customer shall be billed bi-monthly in arrears
- Each Multi-Family and Commercial Customer shall be billed monthly in advance

Service Recipients' bills shall be itemized showing the charges for each classification of services. The Contractor and the Regional Agency Contract Manager shall agree on the format of the invoice prior to the Contractor initiating billing services.

Contractor's website shall provide Customers with the ability to pay their bills through an electronic check or credit card and include the ability for Customer billings to be automatically charged on a recurring basis. Contractor shall promote the website-based billing and payment system on all paper bill sent to Customers. Contractor shall prepare, mail, and collect bills from Customers who decline to use such internet-based billing system. Contractor shall make arrangements to allow Customers to pay bills by cash, check, electronic check, money order, and credit card.

### 3.6.2 Customer Service

Contractor shall always be in compliance with Section 7.2 of the Franchise Agreement and with the provisions of the Customer Service Plan included in Contractor's Proposal. Contractor shall revise, modify and otherwise update such Plan throughout the Term as it deems necessary, or as or as reasonably requested by the RA Members.

1. **Office Location and Hours.** Contractor will have an operation and maintenance yard and Contractor Office within 30 miles of the County Administration Building located in Hollister. If Contractor's operation and maintenance yard is located outside the County, the Contractor will pay the Regional Agency a flat fee of at least \$10,154 as an in-lieu property tax to reflect the amount of property taxes out-of-County bidders would pay if they were located within the County and for the purpose of appropriately comparing in-County and out-of-

County bidders. The in-lieu fee will be incorporated into the final negotiated franchise fee amount so no separate payment of the in-lieu fee will be required. Contractor will provide at least one location in each RA Member's jurisdiction acceptable to the RA Representative where Customers can pay their bills in person. The contractor office shall be open from 8 am to 5 pm Monday through Friday for the public to pay their bills or get customer service assistance.

- 2. Local Telephone Number and Equipment.** Contractor's principal office shall be accessible by a local (toll-free to Customers) telephone number at least during the office hours specified in Section 7.2.B of the Franchise Agreement and from 8:00 a.m. to noon on Saturdays. The telephone number shall be listed under Contractor's name in the local telephone directory and as appropriate on Collection vehicles and Containers. The Contractor shall have sufficient equipment in place and staff to handle the volume of calls experienced on the busiest days and such telephone equipment shall can record the responsiveness (e.g., call hold-time, abandoned calls, etc.) to calls. Recording of Contractor's responsiveness to calls shall include, at a minimum, all items included in the "Service Quality and Reliability" and "Customer Service" performance standards listed in Attachment G of the Franchise Agreement. An answering machine or voicemail service shall record Customer calls and voice messages between during hours the office is closed or outside times calls are not being answered.
- 3. Emergency Telephone Number.** Contractor shall maintain an emergency telephone number for use outside Contractor's office hours. The emergency telephone number shall be listed as an emergency number under Contractor's name and under the Regional Agency and RA Members in the local telephone directory. Contractor shall have a representative, or an answering service to contact such representative, available at Contractor's emergency telephone number during all hours other than Contractor's office hours.
- 4. Multilingual/TDD Service.** Contractor shall always maintain the capability of responding to telephone calls in English, Spanish, and such other languages as the RA Members may direct, employing a service such as ATT Language Line. Contractor shall always maintain the capability of responding to telephone calls through Telecommunications Device for the Deaf (TDD) Services. These capabilities shall be maintained for both the local telephone number and the emergency telephone number.
- 5. Website.** Contractor shall develop a comprehensive website specific to the Regional Agency Service Area which fully explains and effectively promotes the Collection service options offered to its Customers. The website shall contain the full approved rate schedules as well as any other information that may be helpful to the RA Members and Customers in meeting the RA Member's and Regional Agency's Diversion goals. The website shall also allow Customers to submit inquiries, complaints and queries which shall be answered as provided for in the following paragraph.
- 6. Service Requests, Compliments, Complaints.** Contractor shall be responsible for the prompt and courteous attention to, and prompt and reasonable resolution

of, all Customer service requests and complaints. Contractor shall record in a separate computerized log, approved as to form by Regional Agency Contract Manager, all complaints, noting the name and address of complainant, date and time of complaint, nature of complaint, and nature and date of resolution. The Contractor shall retain this complaint log for the Term plus three (3) years after its expiration or earlier termination. Upon request by the Regional Agency Contract Manager, Contractor shall compile and submit a summary statistical table of the complaint log.

Contractor shall respond to all complaints received within twenty-four (24) hours, weekends and Holidays excluded. In particular, if a complaint involves a failure to Collect Solid Waste, Recyclable Materials or Organic Materials from a Premises in the Regional Agency Service Area, Contractor shall Collect the material in question within twenty-four (24) hours of receipt of the Complaint, provided that Generator has properly placed materials for Collection.

### **3.6.3 Record Keeping and Reporting**

Contractor shall submit reports to the Regional Agency and RA Members on Solid Waste Collection and Disposal, Recyclable Materials Collection, Processing and marketing, and Organic Materials Collection, Processing and marketing to assist the Regional Agency in meeting the reporting requirements of AB 939, AB 341, AB 1826 and other Applicable Law.

Contractor shall maintain accounting, statistical, operational, and other records related to its performance as shall be necessary to provide reporting under the Act and demonstrate compliance with this Agreement. Unless otherwise required in section 7.3 of the Franchise Agreement, Contractor shall retain all records and data required to be maintained by this Agreement for the Term of this Agreement plus three (3) years after its expiration or earlier termination. Records and data shall be in chronological and organized form and readily and easily interpreted. Upon request, any such records shall be retrieved in a timely manner by Contractor and made available to the Regional Agency Contract Manager. Contractor shall maintain adequate record security to preserve records from events that can be reasonably anticipated such as a fire, theft, and an earthquake. Electronically-maintained data and records shall be protected and backed-up.

Contractor shall submit quarterly reports within thirty (30) calendar days after the end of the calendar quarter. Contractor shall submit annual reports no later than forty-five (45) calendar days after the end of each calendar year. Quarterly and annual reports shall, at a minimum, include all data and information as described in Attachment D of the Franchise Agreement.

## **3.7 Contractor Implementation Plan**

Proposer shall provide a detailed implementation plan describing the contractor's approach to facilitating a smooth transition for all the collection services. The plan must clearly describe the company's ability to implement the services in accordance with the schedule presented in Table 1-2 of this RFP. This description should include, but not be limited to:

1. A timeline showing the duration and completion date of major milestone events such as vehicle purchase and testing; container purchase, assembly and distribution; personnel hiring and training; customer service and billing database development and implementation; administration; public education; corporation yard acquisition and development (if necessary), etc.
2. Assumptions regarding the participation of REGIONAL AGENCY staff, RA Members staff, the current collection contractor, and the current and future facility operator.
3. Identification of common problems that can occur in service initiation and strategies for preventing or managing such problems.
4. Discussion of how customers will select container size(s) and service frequency.
5. Contingency plans for all aspects of implementation.

### **3.8 Optional Services**

San Benito County currently has an exemption through January 1, 2020 from meeting AB 1826 requirements. Please provide an optional proposal to provide universal rollout of organic materials collection services compliant with AB 1826 requirements effective from the start date of the new Franchise Agreement. Please also provide a second optional cost for rolling out this service effective January 1, 2020. Proposer should provide a separate and distinct cost for these two optional service scenarios. In addition, proposer must clearly indicate the operational and financial impact, and the increased diversion impact that the inclusion of this optional service would have on the other services.

Proposer may propose other optional services, but the REGIONAL AGENCY and Member Agencies are not obligated to select such other optional proposals.

### **3.9 Alternative Proposals**

Proposer may provide one or more alternative proposals in addition to the requested proposal. The REGIONAL AGENCY and RA Members are not obligated to evaluate or select alternative proposals. Alternative proposals will be considered by the REGIONAL AGENCY and RA Members if the REGIONAL AGENCY and RA Members conclude that the alternative proposals warrant evaluation and analysis. Only those Proposers that respond to the entire RFP as written qualify to bid an alternative proposal.

One potential alternative proposal may be the use of conventional diesel fuel, renewable diesel fuel, bio-fuel or some other specified type of fuel other than the prescribed use of compressed natural gas.

### **3.10 Other Environmental Enhancements**

Proposer is encouraged to provide other environmental enhancements to achieve REGIONAL AGENCY goals and objectives related to:

- Minimizing environmental impacts (e.g., air, water, depletion of natural resources) associated with collection services. For example, minimizing total vehicle miles driven by collection vehicles on an off route.

- Encouraging the highest and best use of recycled content materials
- Where practical, supporting local and regional end markets for recyclables

Examples of environmental enhancements include, but are not limited to:

- Carbon footprint monitoring
- Incorporating green building best practices and standards into facilities used by proposer
- Use of re-refined oil in collection vehicles
- Achieving certification to national or international standards (e.g., ISO certification for environmental or quality management)
- Use of 100% electric or hybrid vehicles for support or service vehicles
- Support for local or regional public outreach programs and campaigns
- Purchase of the highest level of renewable energy under a future Monterey Bay Community Power program
- Support for local reuse charities
- Agreeing to a higher overall diversion requirement
- Location of the corporation yard within San Benito County to minimize off route travel

The above examples are intended as guidance for what might be considered environmental enhancements. Proposer is encouraged to explore these and other environmental enhancements when preparing its proposal.

## SECTION 4 - RFP POLICIES, CONDITIONS, AND PROCESS

### 4.1 Rights Reserved by the REGIONAL AGENCY and RA Members

The REGIONAL AGENCY and its RA Members reserve the right, in their sole discretion, to pursue any or all of the following actions regarding this RFP process:

- Issue addenda and amend the RFP and Franchise Agreement;
- Request additional information and/or clarification from proposer;
- Extend the deadline for submitting proposals;
- Withdraw this RFP;
- Reject proposals that do not fully comply with the requirements detailed in this RFP, its attachments, addenda, or clarifications;
- Reject incomplete proposals; proposals containing errors, inconsistencies, false, inaccurate or misleading information; proposals submitted after the deadline; or, proposals with other process or content errors or deficiencies;
- Amend the Municipal Codes of RA Members;
- Award a proposal based on a combination of its qualitative and quantitative attributes;
- Request revised cost proposals if one or more RA Members choose to obtain a collection contractor independently, rather than through this RFP process;
- Take other actions the REGIONAL AGENCY and RA Members deem are in the best interest of the REGIONAL AGENCY and RA Members, and residents and businesses in the REGIONAL AGENCY service area; and,
- Negotiate changes in the services proposed and/or described in the RFP or to incorporate programs proposed by others.

### 4.2 General RFP Requirements

This RFP shall not be construed by any party as an agreement of any kind between the REGIONAL AGENCY, the RA Members, contractor(s), and other parties.

This RFP does not obligate the REGIONAL AGENCY or the RA Members to accept any proposal, negotiate with any proposer, award a Franchise Agreement, or proceed with the development of any project or service described in response to this RFP. Neither the REGIONAL AGENCY nor the RA Members have an obligation to compensate any proposer for its expense of preparing its proposal and participating in this procurement process.

The REGIONAL AGENCY and the RA Members shall have the right (but not the obligation) to perform a review of each proposer's ability to perform the work required. Each proposer must agree to cooperate with such a review. Such cooperation by proposer shall apply to the verification of the proposer's capability and experience in the provision of services and any other component of work that may be required under this procurement.

The REGIONAL AGENCY, the RA Members, and their consultants, will be conducting reference checks on proposers that will involve contacting jurisdictions currently or previously served by proposer, as well as contacting regulatory agencies involved in oversight of proposers' facilities. In addition, the REGIONAL AGENCY, the RA Members, or their consultants, may research proposers' past performance by reviewing litigation history, regulatory actions, highway driving records, criminal investigations and recycling history. The proposer's submission of a proposal shall constitute an agreement to cooperate with the REGIONAL AGENCY's and the RA Members' review.

## 4.3 Code of Conduct and Labor Policy

### 4.3.1 Proposer Code of Conduct

Proposer is required to sign the Proposer Code of Conduct (**Attachment 4**). The code of conduct for proposers: (i) prohibits ex parte communications with RA Members elected officials; (ii) prohibits giving any gift or monetary compensation to REGIONAL AGENCY or RA Member staff member or consultants; (iii) prohibits collusive activities with other potential proposers; and (iv) prohibits proposer from proposing or offering similar services within the REGIONAL AGENCY service area to RA Members elected officials, or appointed officers and representatives.

If a proposer does not sign the code of conduct or violates the code of conduct, the REGIONAL AGENCY has the right to disqualify the proposer from this RFP process. The code of conduct shall be signed and submitted to the REGIONAL AGENCY with the company's proposal in accordance with instructions provided in Section 5.9.2.

### 4.3.2 Labor Policy

Specific contracting language in the labor policy is found in Section 6.6 of the Franchise Agreement. The terms of the labor policy are summarized below.

1. **Competitive Wages and Benefits.** Contractor shall provide employees with wages and benefits equaling no less than the wages and benefits included in the collective bargaining agreements in place in 2018 or at roll-out of the new collection services program. A copy of the current collective bargaining agreements (CBAs) with Teamsters local 350 is provided in **Attachment 8**. Also provided is a file detailing the current wages and benefits by job classifications. The CBA that covers drivers and mechanics expires after 11/30/17 so each Proposer may be required to adjust their assumed wages and benefits in their cost forms to reflect changes in the driver and mechanic wages and benefits per the new CBA.

2. **Hiring of Displaced Employees.** Immediately following award of this Agreement, Contractor shall work with the current hauler to obtain a complete list of full-time non-management employees in good standing working exclusively to provide direct collection services to RA Members and collection support services on January 1, 2018 to the RA Members. Contractor shall conduct outreach, complete interviews and offer employment to eligible employees. Contractor will not be required to hire for more positions than the maximum anticipated positions needed to provide the services required by this Agreement or hire employees for positions if those employees have not been successfully executing duties like those needed by Contractor to provide the services required by this Agreement.

3. **Contractor Demonstration of Compliance.** Contractor shall anticipate the labor requirements in their cost proposals.

#### **4.4 Proposal Submittal Process**

Proposer shall follow the proposal submittal process as outlined below.

##### **4.4.1 Step One – R.S.V.P to Attend Pre-Proposal Meeting**

Proposer must submit notification to REGIONAL AGENCY of its intention to attend the mandatory pre-proposal meeting that will be held on September 20, 2017 at 10:00am. Proposer must email said request to:

REGIONAL AGENCY

ATTN:

Fax:

Email:

This notice of intent to attend the pre-proposal meeting must be submitted by 3:00 p.m. on September 6, 2017.

##### **4.4.2 Step Two – Submittal of Written Questions**

REGIONAL AGENCY directs proposer to submit all questions and requests for information in writing directly to REGIONAL AGENCY at the address listed in Section 4.4.1. The deadline for submitting written questions and requests for information will be September 13, 2017, at 3:00 p.m. REGIONAL AGENCY will NOT accept initial questions or requests for information after 3:00 p.m. on September 13, 2017.

##### **4.4.3 Step Three – Mandatory Pre-Proposal Meeting**

The mandatory pre-proposal meeting will be held in County of San Benito Board of Supervisor Chambers at 481 4<sup>th</sup> Street, Hollister, on September 20, 2017 at 10:00am. Proposer must R.S.V.P. in writing to REGIONAL AGENCY by September 6, 2017 at 3:00 p.m., if interested in participating in this RFP process as specified in Section 4.4.1. Attendance at this meeting is mandatory for all contractors intending to submit a proposal. REGIONAL AGENCY will NOT accept proposals from companies that do not attend the pre-proposal meeting. Proposers are encouraged to prepare and pose questions in advance of the meeting as per Section 4.4.2 and at the pre-proposal meeting. Preliminary oral responses to questions will be provided at the discretion of REGIONAL AGENCY staff at the pre-proposal meeting.

Proposers may also submit follow-up questions after the mandatory pre-proposal meeting by September 27, 2017 by 3:00 p.m.

Written responses to questions will be provided to all eligible proposers by October 11, 2017. In the event of any inconsistencies between oral responses provided at the pre-proposal meeting and written responses subsequently issued, the written responses must be used for preparing proposals.

#### 4.4.4 Step Four – Proposal Submittal

Proposer shall submit eight (8) double-sided copies in three-ring binders of the complete proposal and one (1) single sided, signed original, no later than 3:00 p.m. on November 14, 2017. In addition, the proposers are required to submit a flash drive containing:

- 1) An electronic copy of all completed cost proposal forms (i.e., those provided in **Attachment 9** of the RFP) formatted for Microsoft Excel;
- 2) An electronic copy of the Model Franchise Agreement, noting all requested changes in redline/strikeout, in Microsoft Word format; and,
- 3) A complete PDF of the proposal (excluding financial statements, if confidential).

These items shall be placed and submitted in a sealed package. Proposals must be printed on 8½ inch by 11-inch paper with 100% post-consumer recycled-content paper. All pages shall be consecutively numbered; although, each section may start with a new page number if proceeded with the section number (e.g., Page 2-1 for the first page of Section 2).

The package shall be clearly labeled:

PROPOSAL FOR REGIONAL AGENCY FRANCHISED COLLECTION SERVICES

FROM:

Name of Proposer:

Address:

Contact Person:

Telephone Number:

Fax Number:

E-mail:

The proposal may be mailed or hand delivered to:

County of San Benito  
County Administrative Offices  
481 4<sup>th</sup> Street, 1<sup>st</sup> Floor  
Hollister, CA 95023-3840  
Attn: Louie Valdez

Proposals received late will not be considered. Postmarks will not be accepted as proof of receipt.

Each proposal must be accompanied by surety made payable to “San Benito County Integrated Waste Management Regional Agency” in the amount of \$20,000 and in the form of a certified check, cashier’s check, or bid bond. The surety shall be submitted with the proposal in a separate, clearly labeled envelope. The purpose of the surety is to guarantee that the successful contractor will execute a Franchise Agreement with

the RA Members. If the selected contractor does not execute the Franchise Agreement within 30 calendar days after receiving notice of the award of Franchise Agreement, the REGIONAL AGENCY shall keep the surety to offset the potential cost associated with identification of an alternate service provider and schedule delays and both the Regional Agency and each RA Member have the right to pursue additional and reasonable costs incurred in this event. Checks and bonds will be returned to all proposers no later than ten calendar days after the last RA Member has executed the Franchise Agreement with the successful contractor. If no selection is made within one year of the submission of proposals, each proposer may demand their proposal surety be returned; however, the REGIONAL AGENCY reserves the right to eliminate proposals from such companies from further consideration.

#### **4.4.5 Step Five – Clarification of Proposal Information and Interviews**

Proposer may be asked to clarify information through written communications, and interviews or during site visits of each proposer's offices, customer service center, corporation yard and maintenance facilities, and disposal, transfer, and processing facilities. The clarification process may be performed by REGIONAL AGENCY staff, RA Member staff, and/or their consultants.

This process may also include in-person interviews of one or more proposers. This is tentatively scheduled for December 2017.

#### **4.4.6 Step Six – Public Presentation to RA Members**

One or more proposers may be invited to present their proposals to the RA Members in a public meeting. These presentations will be limited to technical and qualification information and no cost related information will be allowed to be shared. Invitations to present will be based on evaluation of the proposals. The presentations are tentatively scheduled for December 2017.

#### **4.4.7 Step Seven – Selection of Recommended Contractor and Negotiation of Final Franchise Agreement**

The evaluation team will recommend a preferred contractor for consideration by the RA Members. Once the RA Members approve selection of a final contractor then final negotiation will take place for the Franchise Agreement. Except at the sole discretion of the RA Members, all negotiations with the Proposer will be limited to the Proposer's recommended alternative Franchise Agreement language contained in their proposal. This process is tentatively scheduled for January through March 2018.

#### **4.4.8 Schedule**

The schedule of events presented in this Section 4.4 is summarized in Table 1-2 in Section 1.

## 4.5 Limits on Disclosure of Proposals

The REGIONAL AGENCY has determined that the public interest will be best served if proposals submitted in response to this RFP are not made available for review by other companies participating in the competitive selection process. For that reason, proposals (and materials submitted during subsequent meetings and discussions with REGIONAL AGENCY and RA Member staff) will not be made available to other proposers or the public generally any earlier than the date on which the REGIONAL AGENCY issues to Member Agencies a company recommended for final consideration/negotiation. At that point, the REGIONAL AGENCY may release the portion(s) of the proposal(s) that have not been identified as entitled to confidential treatment as containing trade secrets. Alternatively, public release may be deferred until individual RA Members have limited their consideration to one preferred company. All materials received from that company (other than those entitled to protection under Government Code Section 6254(k) will, in any event, be made available for public review by the RA Members no less than twenty (20) days prior to the date on which the governing board of each RA Member will consider a staff recommendation to award the contract to a specific company.

The following procedures will be followed to implement this policy:

1. Materials which a proposer considers to contain trade secret information entitled to protection from disclosure under Government Code Section 6254(k) must be clearly marked on each page as "CONFIDENTIAL".
2. If, prior to the date on which REGIONAL AGENCY issues a recommendation on a preferred vendor to its RA Members, REGIONAL AGENCY receives a request to review and/or copy materials submitted by any proposer, it will decline to release those materials pursuant to Government Code Section 6255.
3. If the person submitting the request files a legal action against REGIONAL AGENCY seeking its release, REGIONAL AGENCY will notify the affected proposer(s) and will not oppose a motion by such proposer(s) to intervene in the action. The proposer(s) must either intervene or agree to pay REGIONAL AGENCY's legal expenses in defending the action, including fees, if any, awarded to the plaintiff. Absent such an agreement, REGIONAL AGENCY will have no obligation to defend the action and may release the information sought without any liability whatsoever.
4. No proposer will, directly or through an intermediary, employ the Public Records Act to obtain access to materials submitted to REGIONAL AGENCY by other proposers.
5. No proposer will seek damages against REGIONAL AGENCY or any RA Members or recovery of its attorneys' fees from REGIONAL AGENCY or any RA Members because of any dispute related to the release or withholding of information submitted in response to this RFP.
6. Materials that have been marked as "CONFIDENTIAL" will be returned to all unsuccessful proposers once agreements have been signed by RA Members and the selected proposer(s).

## SECTION 5 - SUBMITTAL REQUIREMENTS

Section 5 includes the required proposal outline and a description of the specific information proposers must include. Proposer must provide the information specified in this section as part of its proposal. Failure to provide all the required information may be grounds for rejection of a proposal.

Proposer does not need to reiterate the service requirements of the Franchise Agreement in their proposal. However, proposer is requested to focus on describing how it plans to provide the services with regard to routing strategies, collection methods, and equipment selection. Furthermore, if a proposer has presented information for one type of service that is the same for another type of service, proposer can refer to its previous description rather than reiterating the discussion in its proposal. For example, if SFD solid waste and recyclables collection vehicles are the same, the vehicle description can be provided once for the solid waste service and then referenced for the recyclable materials collection service.

### 5.1 Proposal Outline

Proposer shall present its proposal in accordance with the outline provided in Table 5.1. The RFP section that contains specific information that must be provided by proposers for each section of its proposal is included in Table 5-1. Additional information or data relevant to the proposal is optional and must be included by proposer as proposal attachments.

**Table 5-1      Proposal Outline**

	<u>Reference RFP Section</u>
i.      Title Page	N.A.
ii.     Cover Letter	5.2
iii.    Table of Contents	N.A.
ES      Executive Summary	5.3
1.      Company Description	5.4
A.    Business Structure	
B.    Collection Experience	
C.    Service Initiation Experience	
D.    Existing Customer Service Systems	
E.    Key Personnel	
F.    Labor Agreements and Wages	
G.    Past Performance Record	
H.    Financial Information	
2.      Proposal for Requested Collection Services (coincide with Section 3)	3.0 and 5.5
A.    SFD Services	3.1 and 5.5

B.	MFD Services	3.1 and 5.5
C.	Commercial Services	3.1 and 5.5
D.	RA Members Services	3.1 and 5.5
E.	Public Education and Outreach	3.3
F.	Diversion Requirements	3.4
G.	Requirements for Operations, Equipment and Personnel	3.5
H.	Billing, Customer Service, Record Keeping and Reporting	3.6
I.	Contractor Implementation Plan	3.7
J.	Optional Services	3.8
K.	Alternative Proposals	3.9
L.	Other Environmental Enhancements	3.10
3.	Exceptions to the RFP and Franchise Agreement	5.6
4.	Cost Proposal	5.7
A.	Base Cost Proposal	5.7.1
B.	Cost Proposal for Optional Services	5.7.2
C.	Alternative Cost Proposals	5.7.3
5.	Other Proposal Forms	5.8
A.	Anti-Collusion Affidavit	5.8.1
B.	Code of Conduct	5.8.2

## 5.2 Cover Letter

The cover letter shall clearly identify the legal entity or entities submitting the proposal and state whether each is a sole proprietorship, partnership, corporation, LLC, or joint venture. The cover letter shall be signed by the designated representative authorized to bind proposer.

## 5.3 Executive Summary

Proposer shall provide an executive summary to introduce its proposal; presenting its strategy, costs, experience and qualifications; and highlighting any unique aspects of its approach to providing service to the RA Members.

## 5.4 Company Description

### 5.4.1 Business Structure

Proposer shall include the following in its proposal:

1. Confirm that proposer is authorized to do business in California.
2. Identify the legal entity that would execute the Franchise Agreement. State whether each entity is a sole proprietorship, partnership, corporation, LLC, or joint venture.

Describe in detail the relationship of the proposer to the executing entity. If the proposer is a joint venture, describe where the entities have collaborated before.

3. State the number of years the entities have been organized and doing business under this legal structure. Proposal must include all the names of company's (and executing entities' if different than company's) owners/stockholders with greater than a 10% holding of the company's total assets.
4. Identify other businesses with ownership by principals and/or management.
5. Proposer shall describe all services to be performed by subcontractors, and identify each subcontractor by name. Proposer shall describe any current or past working relationship with the subcontractor(s) in the past five (5) years.

#### **5.4.2 Collection Experience**

Proposer must describe its experience serving jurisdictions in California (preferably serving jurisdictions of similar or larger size and similar demographics to the REGIONAL AGENCY). The entire REGIONAL AGENCY service area has approximately 12,975 SFD and 943 Commercial/MFD accounts, including RA Members facilities. Proposer's description for each comparable jurisdiction shall include:

1. The name of the jurisdiction where the services were provided, commencement date of services and term of the agreement;
2. The services provided (e.g., solid waste collection, recyclable materials, organic materials collection, and other unique collection programs such as e-waste, u-waste, or household hazardous waste);
3. The name, address, and telephone number of the jurisdiction representative responsible for administering the agreement; and,
4. The number of residential (i.e., specify SFD and MFD), Commercial (i.e., specify cart, bin, roll-off and other) and RA Members (or other) customers served; tons collected, diverted, and disposed annually; including type and number of vehicles dispatched per day for each of the services provided.

#### **5.4.3 Service Initiation Experience**

The REGIONAL AGENCY is interested in learning about each proposer's experience with the following types of service initiations: (1) implementation of new franchise agreements in which the proposer replaced the existing contractor. Include a minimum of three reference projects for which the proposer has initiated a new collection contract and/or new collection services. For each reference program, the description shall include:

1. The name of the jurisdiction where the services were provided, commencement date and term of the agreement;
2. The service initiation performed (i.e., initiation of a new franchise agreement) and length of time to complete;
3. The name, address, and telephone number of the jurisdiction representative responsible for administering the agreement;

4. The number of residential and commercial customers served; tons collected, diverted and disposed annually; and the type and number of vehicles dispatched per day for solid waste, recyclable materials, and organic material collection services;
5. Description of how the company handled the specific requirements for the procurement of vehicles and personnel; training of personnel; billing and fee collection services; determination of routes and operating procedures; delivery of containers; public education; and the preparation of procedures to ensure a smooth transition from one company to another and one type of service to another, use of recycled content carts; and,
6. Identification of problems that occurred during the initiation of the new contract and solutions implemented to solve the problem(s).

#### **5.4.4 Existing Management and Customer Service Systems**

Proposer shall describe the management systems and customer service systems its company uses to manage inquiries and complaints received from residential and commercial customers. If the proposer uses different systems for different communities, then the proposer shall provide a separate description of no more than three systems. The description of the management systems and customer service systems shall include, at a minimum:

1. The name, type of equipment, and software used to maintain routing and customer service information.
2. Management procedures for managing inquiries and complaints and procedures used to minimize complaints (e.g., missed pick-ups, noise, spills, etc.).
3. Description of system capability and/or procedures to ensure timely accessibility of information by jurisdictions served.
4. Description as to whether individual call centers are established for each service area or if customer calls are handled by a centralized call center, and shall identify the location of call centers in the Bay Area.
5. Indication as to whether the system is used company-wide or for select jurisdictions (listing which jurisdictions).
6. Description of how the customer service information interfaces with route data and billing data.
7. Description of procedures used to satisfactorily respond to, record, and report common customer complaints such as: missed pick-ups; spills and litter resulting from collection; collection schedule changes; broken or missing containers; improperly prepared set-outs; noise complaints; traffic and sidewalk obstruction during collection; and, safety around collection vehicles during operations.
8. Description of how the company measures customer service about the call center's responsiveness and accuracy of responses, as well as the quality of collection service. Identify specific performance metrics or targets your company tracks. Provide actual reports for at least three jurisdictions that document the actual performance level against your targets including, at a minimum, average hold times of the customer service call center and missed pick-ups.

9. Identify if the company has a website that its customers use to obtain customer rates and service information, and to submit inquiries or complaints. Provide website address, if applicable.

#### 5.4.5 Key Personnel

Provide an organizational chart for key personnel and job descriptions indicating the qualifications and experience of key personnel the proposer would assign to: (1) the transition team; and, (2) the ongoing management of the services provided under the Franchise Agreement. Specify the amount of time each individual will provide the services specified in the Franchise Agreement. Provide names, and phone numbers of municipal references that have worked with the key proposed management team members. At a minimum, key personnel shall include the general manager, controller, operations manager, customer service manager, maintenance manager, and public education specialist or other personnel with similar titles.

#### 5.4.6 Past Performance Record

1. Criminal Proceedings. Describe any criminal proceedings in which the proposer, any affiliate of the proposer, and/or any director or officer of the proposer or affiliate (with respect to their actions in such capacity), and any individual identified as Key Personnel in the Proposal has been named as a defendant that are either currently pending or were concluded within the past five (5) years. For each proceeding, provide the name of the case, the court in which it was filed, the docket number, and the disposition.
2. Civil Litigation. Describe any lawsuit in which the proposer or any affiliate of the proposer has been named as a defendant or cross-defendant, either currently pending or were concluded within the past five (5) years. For each lawsuit, provide the name of the case, the court in which it was filed, the docket number, and the disposition. Lawsuits which involved only claims for personal injury or property damage arising from vehicle accidents which resulted in defense verdicts or in judgments against defendant, or settlements, of less than \$10,000, need not be disclosed.
3. Administrative Proceedings. Describe any administrative proceedings involving the proposer or any affiliate initiated by federal, state or local regulatory agencies (including, by way of example, the United States Environmental Protection Agency, the California Integrated Waste Management Board, the California Department of Toxic Substances Control, the California Highway Patrol, the California Department of Motor Vehicles, the California Department of Industrial Relations, the State Water Resources Control Board or any regional water quality control board) that are either currently pending or were concluded within the past five (5) years. For each, provide the name of the agency, the office or District in which the proceeding occurred, the nature of the proceeding, the disposition, and the amount of any fines or penalties assessed.
4. Payment of Liquidated Damages. List each jurisdiction in California (e.g., city, county, special district, or JPA) which has assessed liquidated damages against the proposer or any affiliate of the proposer within the past five (5) years in an amount greater than \$25,000. For each jurisdiction, list the amount of liquidated damages paid and the event initiating contractual liability for liquidated damages.

5. Worker Safety. For the proposer, and any affiliate of the proposer, provide information detailing its worker safety record for the past five (5) years. The information shall include employee safety metrics commonly used in the industry including but not limited to the number of hours lost for individual injuries per employee and workers' compensation insurance ratios.
6. Customer Service. For the proposer, and any affiliate of the proposer, provide information detailing deficiencies in compliance with contractually stipulated customer service requirements for the past five (5) years. The information shall include a description of the areas of customer service that were not complied with, the duration and scope of the non-compliance, and how the Contractor addressed and/or resolved the problems.

Proposers may limit information requested in Items 2, 3, 5 and 6 to civil lawsuits, administrative proceedings, worker safety records, and customer service deficiencies to those arising out of the proposer's (and its affiliates') operations and facilities in California.

Note: The term "affiliate" as used in this RFP is defined in Attachment A (Definitions), of the model Franchise Agreement (Attachment 2).

#### **5.4.7 Financial Information**

1. Financial Statements. Submit audited financial statements for the most-recently completed fiscal year for the legal entities that would execute the Franchise Agreement described in Attachment 2. If proposer is a new entity, the proposal must include statements from the majority owners' existing business entities. All such statements are to be prepared in accordance with Generally Accepted Accounting Principles applied on a consistent basis and shall be audited in accordance with Generally Accepted Auditing Standards and shall include a statement by the chief financial officer of the entity described in Attachment 2 that there has been no material adverse change in such condition or operations as reflected in the submitted balance sheet and income statements since the date on which they were prepared.
2. Financing Plan. Describe the plan for financing all capital requirements (i.e., those listed in Attachment 9, Cost Proposal Forms) in a "Sources and Uses of Funds" format, which describes the sources of required capital (e.g., banks, leasing companies, cash reserves, etc.) and uses (e.g., property, trucks, equipment, containers, reserves, etc.).

### **5.5 General Collection Related Submittal Requirements**

Proposer shall describe how it plans to perform the collection services requested in Section 3 of this RFP and described in the Franchise Agreement. Information must separately address all four service sectors: SFD, MFD, Commercial, and RA Member facilities. Proposer must explain any differences in the method of delivering the services, equipment used, and containers to be provided. The description shall also note differences in terms of routing strategies, collection methods, vehicles, collection crew size, etc. In addition, proposer must describe in detail why its technical approach to the services was chosen and its benefits to REGIONAL AGENCY's members.

Proposer shall include, at a minimum, the following:

1. Routing strategy and productivity assumptions for SFD, MFD, Commercial and RA Member facilities; discussion of special routing (if any) for collecting in narrow streets, courts, and alleys; and route productivity assumptions (in terms of SFD accounts per route per day and MFD/Commercial lifts per route per day) and where these productivity assumptions have been accomplished in other cities serviced by the proposer;
2. Collection methodology (e.g., automated, semi-automated, one- or two-person crews, etc.), including discussion of special methods (if any) for collecting in narrow streets, courts, and alleys.
3. Number of and description of the collection vehicles to be utilized (e.g. vehicle description, manufacturer and model number, cost, capacity, age, lease or ownership arrangements, etc.). New vehicles are required for residential and MFD/Commercial/RA Members collection services. (This requirement is primarily to ensure that comparable cost proposals are submitted. RA Members reserve the right to allow the contractor to provide used collection vehicles.) New or used vehicles may be used for support vehicles.
4. Manufacturer's specifications of containers to be utilized. New Carts shall be provided for SFD and new or used containers (i.e., carts, bins and drop boxes) may be provided for MFD/Commercial/RA Members customers. It is anticipated that the current franchised hauler will negotiate with the selected proposer(s) to transfer ownership of all MFD commercial containers if the current hauler is not selected. However, proposers must base proposals on the assumption that new carts, bins and drop boxes will be purchased. (This requirement is primarily to ensure that comparable cost proposals are submitted. RA Members reserve the right to allow the contractor to provide used MFD/commercial containers/bins.) Container requirements are described in Section 6.5 of the Franchise Agreement. Proposer shall supply complete technical data and manufacturing specifications on the specific cart, bins and drop boxes being used. Proposer must also provide a detailed user's list of other jurisdictions using the same make and model of cart. The REGIONAL AGENCY or its designee may use this information as a reference list regarding the quality of products and service records of the manufacturer.
5. For SFD, proposer must present assumptions regarding the percentage of customers that will place materials curbside (for each RA Members); the percentage of SFD eligible for Special Handling service (not curbside); and the projected percentage that will opt to pay for backyard service. Describe the basis for deriving these assumptions. (Special Handling collection service is backyard service provided to residents that are physically unable to transport carts curbside. This service is provided at no additional charge to residents that meet the eligibility criteria and provide medical verification. Backyard service is considered a premium service and residents will be charged accordingly.)
6. Details on the proposed Recyclables Materials Processing Facility and the Organics Processing Facility. For each facility please provide the following: documentation that all existing permits and approvals are in place; documentation that the facility has sufficient capacity to process the materials from the Regional Agency service area;

description of how the materials will be delivered to the facility, either direct hauled or transferred with details on any transfer operations; one-way mileage from the centroid (assume the San Benito County administration building at 481 4<sup>th</sup> Street, Hollister) of the service area to the facility; and a commodity marketing plan that addresses the requirements of the Franchise Agreement Section 5.7.C.

## 5.6 Exceptions to RFP and Franchise Agreement

A model Franchise Agreement is included as **Attachment 2**. The REGIONAL AGENCY and its members expect that the successful proposer(s) will execute a single Franchise Agreement with the RA Members in substantially the same form as the draft Franchise Agreement (as it may be changed via Addendum during the RFP process).

Proposers are required to review carefully the Franchise Agreement before submitting proposals and are encouraged to have it reviewed by legal counsel. Proposers are also encouraged to submit written questions, or raise questions at the Pre-Proposal Meeting, about any provision in the Franchise Agreement not fully understood, which would appear to be inconsistent with other provisions or otherwise incorrect, or which may deter them from submitting a Proposal or significantly increase the cost of their Proposal.

If a proposer is not willing to execute Franchise Agreements with the RA Members because of specific provisions in the Franchise Agreement, it must identify each provision to which it takes exception (“objectionable provision”) in its Proposal. Each objectionable provision must be presented separately by stating the specific objectionable provision, the suggested changes, if any, to the objectionable provision, the program or services related to the objectionable provision, and the reason for the needed change to the objectionable provision. If Proposers submit suggested changes to the Franchise Agreement language related to objectionable provisions, they must identify the specific dollar change in each of the affected cost items, as proposed by the Proposer in response to this RFP, which would take place if the suggested change was accepted by the RA Members. Proposers should note that if suggested changes are proposed or objectionable provisions identified, all required information as set forth above must be submitted. Suggested changes or objections to provisions, without providing the required information will not be considered. Proposers should also note that the submittal of suggested changes to the Franchise Agreement or objections to provisions does not obligate REGIONAL AGENCY or any RA Members to revise the terms of the Franchise Agreement as published in this RFP, including such revisions as may be issued by REGIONAL AGENCY during the RFP process.

The number, nature and materiality of objectionable provisions and suggested changes to the Franchise Agreement will be considered in evaluating proposals.

## 5.7 Cost Proposal

Proposer shall follow the instructions provided below for preparation of the cost proposal. All elements described are required submittals except for the alternative cost proposals.

Proposers are to prepare base cost proposals as requested in Section 5.7.1 solely on the program specifications set forth in the RFP documents without considering any exceptions or alternatives.

The proposal assumptions, operating statistics, and cost proposal information submitted by proposer will be evaluated to determine the reasonableness of the contractor's compensation requirement and will serve as a baseline for establishing Rate Year One contractor's compensation and future adjustments to contractor's compensation. The cost proposal shall be firm and valid for a period of one year from the submittal date of the proposal.

Within 30 days of request by the REGIONAL AGENCY, the selected contractor shall revise the cost proposal forms and submit adjusted proposed costs that shall reflect: (i) optional programs which will be included in the scope; and, (ii) any unique RA Members contract terms. These "adjusted proposed costs" will be included in the executed Franchise Agreement. The REGIONAL AGENCY and RA Members may request additional detailed cost and operating assumptions to fully understand the adjusted cost proposal and verify its reasonableness.

### 5.7.1 Base Cost Proposal for Core Programs

Proposer shall be required to submit a complete set of cost forms (see **Attachment 9**) for the Base Cost Proposal. When proposers complete the Base Cost Proposal for the core programs, proposals shall be made based on the following assumptions:

1. All collection services described in the Franchise Agreement shall be included in the scope;
2. The provision of the collection services shall be governed by the terms and conditions of the Franchise Agreement;
3. Annual costs shall be presented in 2018 dollars;
4. New services shall commence July 1, 2018;
5. Labor rates and employee benefits specified for all employees subject to a collective bargaining agreement (e.g., route drivers, mechanics and clerical) shall reflect at a minimum at least the same wages and benefits in the current CBAs in place for 2018 or at the start of the contract. See **Attachment 8** for such details on current wages and benefits for CBA employees. If the CBAs are amended during the RFP process then an addendum will be issued with revised wage and benefit information.
6. For the purposes of preparing the cost proposal, assume the John Smith Road landfill disposal fees which shall be as follows:
  - a. Solid waste transfer and disposal: **\$62.75 per ton**
7. For the purposes of preparing the cost proposal, the fees to be paid to the RA Members shall be at least the minimum percentages shown below:

County:	5% franchise fee, 6% AB 939 fee, and 2.5% HHW fee
Hollister:	5% franchise fee, 6% AB 939 fee, and 2.5% HHW fee
San Juan Bautista:	10% franchise fee on residential, 15% on commercial, and 2.5% HHW fee

The franchise and AB 939 fees will be remitted to each RA Member whereas the HHW fee will be remitted to the County. Proposers may choose to assume higher fee percentages.

### 5.7.2 Cost Proposal for Optional Collection Services

The REGIONAL AGENCY and its members will determine which, if any, optional services they will include in the scope of their Franchise Agreement. If an optional program is selected, the annual compensation will be increased based on the unit pricing unless an alternative compensation method (i.e., fee for service, unit price, etc.) is negotiated between the parties. Unit costs for optional services shall be presented on the appropriate cost forms found in **Attachment 9**.

Per Section 3.8 of the RFP, proposers are required to provide an optional proposal to provide universal rollout of organic materials collection services compliant with AB 1826 requirements effective from the start date of the new Franchise Agreement. Please also provide a second optional cost for rolling out this service effective January 1, 2020. Proposer should provide a separate and distinct cost for these two optional service scenarios. In addition, proposer must clearly indicate the operational and financial impact, and the increased diversion impact that the inclusion of this optional service would have on the other services.

REGIONAL AGENCY will present optional services to the Member Agencies. Member Agencies will select optional services at their discretion based on cost proposals received. Proposer may be requested to revise cost proposals to reflect base programs and the optional services selected by the RA Members.

### 5.7.3 Alternative Cost Proposals

Proposer may present, at its option, alternative cost proposals. If the Proposer prepares an alternative cost proposal they are still required to submit a Base Cost Proposal. These alternative proposals are proposals that are different than the base cost proposals. The alternative cost proposals shall be based on the technical description provided by the proposer pursuant to Section 3.9 of this document.

**Alternative Fuel.** If a proposer chooses to present an alternative proposal for using collection vehicles fueled by other than compressed natural gas then the proposer is required to complete an additional set of cost forms documenting the cost proposal to provide collection services with alternative fuel vehicles. If the use of alternative fuel vehicles impacts operating statistics, the proposer shall also complete other appropriate cost forms. Forms shall clearly indicate "Alternative Fuel Cost Proposal" on each page of the cost proposal.

1. **Other.** If a proposer chooses to present an alternative proposal for a collection strategy other than that discussed in the RFP or Franchise Agreement, proposer is required to complete an additional, complete set of cost forms documenting an alternative cost proposal. Forms shall clearly indicate "Alternative Proposal for \_\_\_\_\_" on each page of the cost proposal.

## 5.8 Other Proposal Forms

### 5.8.1 Anti-Collusion Affidavit

Each proposer shall complete and submit the Anti-Collusion Affidavit, **Attachment 10**. The anti-collusion affidavit shall be signed by the designated representative authorized to bind the proposing company.

## 5.9 Additional Information

Additional information or data relevant to the proposal is optional and may be included by a proposer as an attachment to the proposal.

## SECTION 6 - PROPOSAL EVALUATION PROCESS

This section describes the proposed process for evaluating proposals and selecting the collection contractor. Section 6.1 describes the parties that will be involved in the evaluation process including those that will make contract award recommendations for final approval by the RA Members. Section 6.2 presents the evaluation criteria. Note that the REGIONAL AGENCY and RA Members reserve the right to modify this process in any way and at any time during the RFP and contractor selection process.

### 6.1 Proposal Evaluation Process

#### 6.1.1 Evaluation and Selection Process

An Evaluation Team and Selection Committee will be assembled by the REGIONAL AGENCY its members. The Evaluation Team, which may include industry consultants, other industry experts, and RA Member and REGIONAL AGENCY staff, will conduct a detailed evaluation of the proposals, rank proposals, and provide comparative descriptions of the proposals. The Evaluation Team will present the evaluation results to the Selection Committee.

The Selection Committee will likely include: senior level RA Member staff. The Selection Committee will review the proposals and the evaluation summary information presented by the Evaluation Team, request additional data and analysis as necessary, and develop its recommendation for consideration by the RA Members.

The RA Member governing bodies will review the Selection Committee's recommendation and approve that recommendation or form an alternative recommendation.

#### 6.1.2 Evaluation Team

As described above, the Evaluation Team will facilitate the evaluation process by providing technical support and an evaluation of proposals to the Selection Committee. The Evaluation Team will perform the following tasks:

- Review all proposals received for compliance
- Prepare a comparative summary of proposals
- Rate proposals using a quantitative method based on the criteria presented in Section 6.2 (or other criteria as directed by the Selection Committee)
- Analyze financial capabilities of companies
- Conduct reference checks
- Evaluate reasonableness and competitiveness of cost proposals
- Request clarification information from the proposer
- Attend and participate in the proposer interviews and site visits
- Rank proposals using the established evaluation criteria
- Provide further assistance to the RA Members and Selection Committee as requested

### 6.1.3 Selection Committee

The role of the Selection Committee is anticipated to involve:

- Reviewing all proposals
- Reviewing, adjusting (if appropriate), and approving the proposal rankings presented by the Evaluation Team
- Requesting clarification information of the proposer
- Attending and participating in the proposer interviews and site visits
- Recommending award of the collection contract
- Presenting their recommendation and evaluation report to the RA Member governing bodies

During the process, proposer will be required to attend interviews, allow site visits, and give presentations to the RA Members as applicable.

## 6.2 Evaluation Criteria

Proposals will be numerically scored and ranked using the criteria and weighting described in this section. The scores assigned will reflect the extent to which criteria is fulfilled relative to other proposals. Furthermore, scores will reflect the benefits to the entire REGIONAL AGENCY service area, rather than individual benefits to each RA Members.

The evaluation criteria and maximum score that can be achieved for each criterion is presented below in Table 6-1.

**Table 6-1  
Evaluation Criteria and Maximum Evaluation Score**

<b>Criteria</b>	<b>Maximum Evaluation Score</b>	<b>% of Total Points</b>
<b>Responsiveness to RFP</b>	Pass/fail	N/A
<b>Company qualifications and experience</b>	<b>175</b>	<b>25%</b>
<b>Proposal for collection services</b> (Includes both base and optional Services as applicable)	<b>175</b>	<b>25%</b>
<b>Cost proposal</b> (Includes both base and optional Services as applicable)	<b>225</b>	<b>32%</b>
<b>Alternative technical proposals</b>	<i>Score, if any, to be determined (RA Members are not obligated to evaluate alternative proposals)</i>	
<b>Number and Materiality of Suggested Changes to Franchise Agreement</b>	<b>75</b>	<b>11%</b>
<b>Environmental Enhancements</b>	<b>50</b>	<b>7%</b>
<b>Total Maximum Score</b>	<b>700</b>	<b>100%</b>

RA Members reserve the right to act in the best interest of its residents and businesses, including the right to reject a proposal that is given the highest quantitative scoring in the evaluation process if the proposal is not in the best interest of residents and businesses.

The potential factors that may be considered by the Evaluation Team when developing the score for each criterion are presented below.

### **6.2.1 Responsiveness (Pass/Fail)**

Proposer must be fully compliant with the RFP and procurement procedures as demonstrated by submittal of all elements required by Sections 3 and 5 of this RFP; full completion of all cost proposal forms required in Section 5.6; compliance with process guidelines presented in Section 4; and adherence to the code of conduct signed by the proposer.

### **6.2.2 Company Qualifications and Experience (175 points)**

1. Collection Experience. Demonstrated experience of company providing the requested or similar services to other jurisdictions. If the proposer is a joint venture, demonstrated experience of parties working together.
2. Service Initiation Experience. Demonstrated experience of company's ability to implement new collection services and new franchise agreements and obligations that are like the RA Member services in comparable sized communities.
3. Management and Customer Service Systems. Demonstrated capabilities of the company's existing management and customer service systems' abilities to track and monitor contract compliance, quality of collection service, and call center responsiveness and to report data required (see Section 7.3 of the Franchise Agreement). In the event the company proposes use of a new or modified system, the extent to which such system has the potential to meet the RA Member needs and contract requirements will be evaluated.
4. Key Personnel Qualifications. Extent and relevance of the qualifications and experience of key personnel proposed for the transition team and on-going management of the RA Member collection operations.
5. Past Performance Record. Review of company's history with litigation and regulatory action (e.g., nature of past and pending civil, legal, regulatory, and criminal actions; history and nature of payments of liquidated damages); regulatory compliance related to equipment and facilities including compliance with land use permits, storm water discharge permits, state highway requirements, etc.).
6. Financial Stability. Financial strength and ability of company to acquire equipment and provide financial assurance of performance based on review of its audited financial statements and its proposed financing plan and the relationship of the RA Members Franchise Agreement to the company's total annual revenues.
7. Jurisdiction Satisfaction. Satisfaction of company's references with the services received in the past 10 years (including, but not limited to, implementation,

customer service, call center, billing, payment of fees, reporting, and the handling of contractual issues).

### **6.2.3 Proposal for Collection Services (175 points)**

1. Collection Approach – Reasonableness and reliability of the proposed collection methods (e.g., technology, equipment, and containers); reasonableness of productivity and operating assumptions (i.e., number of routes, route drivers, route hours, stops per route, and other operating statistics), if applicable; and reasonableness of assumptions.
2. Diversion Ability – The nature, reliability, and innovation of proposed diversion programs and potential of such programs to divert solid waste from landfill disposal and meet the diversion requirements of Section 5.12 of the Franchise Agreement.
3. Public Education and Promotion Program – Compatibility of the proposed education program, staffing level, and program ideas with the needs of the REGIONAL AGENCY and RA Members and the requirements of Section 5.11 and Attachment B-8 of the Franchise Agreement; and, the quality of public education samples relative to other proposers.
4. Customer Service – Compatibility of customer service approach, staffing levels, and training programs and capabilities of the call center and customer service software system with the needs of the RA Members and the requirements of Section 7.2 of the Franchise Agreement.
5. Billing System – Compatibility of billing approach, and procedures for handling customer billing activities per Section 7.1 of the Franchise Agreement.
6. Facilities for Equipment, Maintenance, and Administration. Compatibility of plan for providing the facilities (i.e., corporation yard) needed for vehicle parking, equipment storage, maintenance, administration, and related activities. Level of assurance provided, if any, about site acquisition and timely development of necessary facilities. Proposers providing a corporation yard facility within the County will receive extra evaluation points vs. proposers that do not propose a corporation yard within the County.
7. Implementation Plan. Reasonableness of implementation schedule and ability to meet deadlines (e.g., reasonableness of equipment procurement schedules, implementation staffing levels, new corporation or maintenance yard development, and contingency plans).
8. Potential Collection Impacts. Compatibility of plans for vehicle compliance with State of California Air Resources Board rules; ability to respond to issues identified during the environmental review, compliance, and permitting process associated with the development of new facilities (if any are to be developed), and hauling impacts (in terms of total annual miles traveled compared to others) related to distance between vehicle maintenance and parking facilities and designated disposal and processing facilities.
9. Additional RA Members Services. Reasonableness and reliability of proposed collection methods, technology, equipment, and containers; reasonableness of

productivity and operating assumptions (i.e., number of routes, route drivers, route hours, stops per route, and other operating statistics) for the RA Members.

10. Other Proposed Services. Compatibility of other services proposed by company as per Section 3.8 of this RFP.

#### **6.2.4 Cost Proposal (225 points)**

1. Reasonableness of Cost Proposals. Logical relationship between proposed costs and operational assumptions for the base cost proposal and the cost proposal for additional RA Members services.
2. Competitiveness of Cost Proposals. Cost competitiveness relative to other proposals.

#### **6.2.5 Alternative Technical Proposals (Maximum Score, if any, to be determined)**

RA Members are not obligated to evaluate or select alternative proposals. Alternative proposals will be considered by the RA Members if the RA Members conclude, in their sole discretion, that the alternative proposals warrant evaluation and analysis. Such evaluation will consider the reasonableness and reliability of proposed collection methods, technology, equipment, and containers; and the reasonableness of productivity and operating assumptions (i.e., number of routes, route drivers, route hours, stops per route, and other operating statistics).

At the RA Members option, the reasonableness and competitiveness of one or more alternative proposal(s) may be evaluated.

#### **6.2.6 Number and Materiality of Suggested Changes to Franchise Agreement (75 points)**

The number, nature and materiality of suggested changes to the Franchise Agreement (Attachment 2) will be considered in evaluating proposals.

#### **6.2.7 Environmental Enhancements (50 points)**

Proposals that include Environmental Enhancements including, but not limited to those specified in Section 3.10 of this RFP, may be eligible to receive additional evaluation points.