COUNTY OF MENDOCINO

DEPARTMENT OF TRANSPORTATION/ CITY OF FORT BRAGG

340 Lake Mendocino Drive• UKIAH, CA 95482 • (707) 463-4363 <u>fisettea@mendocinocounty.org</u>

REQUEST FOR PROPOSAL (RFP)

Attachment A - Residential and Commercial Garbage, Recyclable Material and Organic Waste Collection – Franchise Area No. 2

Attachment B – Residential and Commercial Garbage, Recyclable Material and Organic Waste Collection – City of Fort Bragg Franchise Area (City Limits)

RFP N	lo.	DOT 210004
RFP I	ssue Date:	June 1 <mark>5</mark> , 2021
RFP S	Submission Deadline:	July 30, 2021
Issue	d by: 1850	Department of Transportation

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Notice

Request for Proposals For Residential and Commercial Garbage, Recyclable Material, and Organic Waste Collection Services Franchise Area No. 2 and City of Fort Bragg City Limits

NOTICE IS HEREBY GIVEN that the Mendocino County and City of Fort Bragg are seeking proposals from qualified Vendors for Residential and Commercial Garbage, Recyclable Materials, and Organic Waste Collection Services – Franchise Area No. 2/City of Fort Bragg Franchise Area.

Submit three (3) hard copies and one (1) electronic copy of the proposal clearly marked "Mendocino County RFP No. DOT 210004". Submittals must be received no later than 2:00 p.m. PT, July 30, 2021 and delivered to the following address:

Mendocino County Department of Transportation Attention: Amber Fisette 340 Lake Mendocino Drive Ukiah, CA 95482

No late submittals will be accepted. The County and City may conduct interviews of top ranking Vendors in order to make a final selection. A successful Vendor(s) will be recommended to the County Board of Supervisors for authorization to enter into a Franchise Agreement for Residential and Commercial Garbage, Recyclable Materials, and Organic Waste Collection Services – Franchise Area No. 2 with Mendocino County. A successful Vendor will be recommended to the City Council of the City of Fort Bragg for authorization to enter into a Franchise Agreement for Residential and Commercial Garbage, Recyclable Materials, and Organic Waste Collection Services – Franchise Area No. 2 with Mendocino County. A successful Vendor will be recommended to the City Council of the City of Fort Bragg for authorization to enter into a Franchise Agreement for Residential and Commercial Garbage, Recyclable Materials, and Organic Waste Collection Services – City of Fort Bragg Franchise Area. Any questions with regard to submissions, process, or proposals can be emailed to Amber Fisette, Deputy Director of Transportation, at <u>fisettea@mendocinocounty.org</u>. The Request for Proposal can be viewed and/or obtained from the Mendocino County website at:

https://www.mendocinocounty.org/government/executive-office/open-rfp-quotes-bids.

Failure to comply with the requirements set forth in this Request for Proposal may result in disqualification. Proposals and/or modifications received subsequent to the hour and date specified above will not be considered. Submitted proposal may be withdrawn at any time prior to the submission time specified in this Request for Proposal, provided notification is received in writing before the submittal deadline. Proposals cannot be changed or withdrawn after the submittal deadline. No handwritten notations or correction will be allowed. The responding Vendor is solely responsible for all costs related to the preparation of the proposal.

Mendocino County and/or City of Fort Bragg reserve the right to reject all proposals and waive any minor informalities or irregularities contained in this proposal. Acceptance of any proposal submitted pursuant to this Request for Proposal shall not constitute any implied intent to enter into a Franchise Agreement.

The Franchise Agreement award, if any, will be made to the Vendor who, in the County and/or City's sole discretion, is best able to perform the required services in a manner most beneficial to the County and/or

City.

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1 INTRODUCTION TO RFP DOCUMENTS

1.1 RFP Release

This Request for Proposals (RFP) is being issued by Mendocino County (County) and the City of Fort Bragg (City). The County and City are soliciting proposals from entities (Vendor(s)) with demonstrated experience and qualifications in providing Garbage, Recyclable Material and Organic Waste Collection Services (Collection Services) such as those required in this RFP.

Proposals for the provision of Collection Services will be accepted by Mendocino County, Department of Transportation, Attn: Amber Fisette, 340 Lake Mendocino Drive, Ukiah, CA 95482 no later than 2:00 p.m. PT on J, 2021.

With respect to the COVID-19 outbreak, an on-site Pre-Proposal Meeting is not possible. The Mandatory Pre-Proposal Meeting will be conducted via Zoom, a free video conference application. The Vendor must complete and submit Proposal Form A, located in Section 7 of this RFP, **three (3) days prior** to the Mandatory Pre- Proposal Video Conference. Once the Vendor submits Form A of this RFP package, the County will send out a pre-proposal video conference invitation code to the Vendor.

The specific service requirements of the County and the City's requested services are contained within the definitions and body of the Draft Franchise Agreement(s) in Attachment B to this RFP. Prospective Vendors are encouraged to examine the Draft Franchise Agreements in their entirety to ensure an understanding of the services being requested herein.

In accordance with the Americans with Disabilities Act, persons needing assistance to participate in this proceeding should contact the County Department of Transportation Office at (707) 234-2838 least 48 hours prior to any meetings.

Vendors should be aware that the County and City's intent is for residential and commercial Collection Services to begin on July 1, 2022. Vendors are encouraged to carefully review the instructions for the Rate Proposal Forms in Section 7 of this RFP document before completing the Rate Proposal Forms.

The RFP will be available beginning June 15, 2021 on the County's website , at the following URL: https://www.mendocinocounty.org/government/executive-office/open-rfp-quotes-bids.

All proposal documents related to this solicitation will be posted by the County on the County's website as indicated above. In the event the RFP document is obtained through any means other than the County's website, the County will not be responsible for the completeness, accuracy or timeliness of the RFP document. It is the Vendor's responsibility to ensure that the most complete and current version of the RFP document has been downloaded or otherwise obtained, including any addenda.

Before submitting a response, each Vendor shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the Franchise Agreement(s) and to verify any representations made by the County and/or City. If the Vendor receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the firm from its obligation to comply in every detail with all provisions and requirements of Franchise Agreement, nor will ignorance of such conditions and requirements be accepted as a basis or justification for any claim whatsoever by the firm for additional compensation.

Any questions with regard to submissions, process, or proposals can be emailed to Amber Fisette, Deputy Director of Transportation at <u>fisettea@mendocinocounty.org</u>.

All questions must be submitted in writing and in accordance with the schedule put forth in Section 1.3 of this RFP.

An RFP response must be accompanied by a Proposal Bond in the amount of **Fifty Thousand Dollars (\$50,000)** securing the Vendor's obligation to negotiate in good faith and execute a franchise agreement with the Mendocino County and/or City of Fort Bragg.

The County and the City's intent is to provide Collection Services in the most effective and economical manner and therefore it will make the provider selection based on which Vendor best fulfills the requirements and provides the best value to the County and the City and their respective residents and businesses. The County and City reserve the right to reject any and all responses to this RFP without any cause whatsoever.

1.2 Mandatory Pre-Proposal Video Conference

A **MANDATORY** pre-proposal videoconference is scheduled to be held on June 29, 2021 beginning at 2:00 p.m. **PTv** ia the video conference application, Zoom, hosted by the County. The Vendor must complete and submit Form A, located in Section 7 of this RFP, three (3) days prior to the Mandatory Pre-Proposal Video Conference. An invitation code for this MANDATORY pre-proposal video conference will be sent to the Vendor after the Vendor has submitted Form A of this RFP to the County.

Attendance by a representative of each Vendor at the MANDATORY pre-proposal video conference is a requirement in order to be responsive to this RFP. No proposals will be accepted from Vendors that do not attend the MANDATORY pre-proposal video conference.

1.3 Procurement Schedule

The County and the City plan to adhere to the following procurement schedule to the extent possible. Changes to the procurement schedule shall be at the sole option of the County. Table 1 provides the major milestones of this RFP process.

Table 1 Procurement Schedule			
Activity	Date		
RFP Released	June 15, 2021		
Mandatory Pre-Proposal Video Conference	June 29, 2021, 2 pm		
Last Day to Submit Questions	July 15, 2021, 4 pm		
Proposals Due	July 30, 2021, 2 pm		
Interview Qualified Vendors	August 3, 2021		
Present Evaluations Results to County Board of Supervisors	March 23, 2021		
Present Evaluation Results to City Council	August 9, 2021		
Finalize New Agreement for County Board of Supervisors Approval	April 6, 2021		
Finalize New Agreement for City Council Approval	August 27, 2021		
County Board of Supervisors Award of Agreement	April 20, 2021		
City Council Award of Agreement	September 13, 2021		

Vendor Payment of Proposal Development Fee	October 20, 2021
Start Collection Services	July 1, 2022

1.4 Procurement Goals/Summary of Intent

The goals of this procurement process are to:

- Ensure compliance with solid waste legislation including AB 341, AB 876, AB 901, AB 939, AB 1594, AB 1826, SB 1016, SB 1669, and SB 1383;
- Ensure compliance with Mendocino County Code Title 9A and Fort Bragg Municipal Code Chapter 6.08;
- Enhance food waste collection in compliance with AB 1826 and SB 1383;
- Anticipate and flexibly accommodate future statutory changes;
- Maintain a high level of customer service for the least possible and reasonable cost;
- Minimize service disruption through a smooth transition period, if a franchise agreement is negotiated with a new provider;
- Utilize new technologies and/or methodologies to reduce the County's contribution to greenhouse gas emissions/climate change; and
- Retain all other provisions of the franchise agreement.

The County and the City's intent with the services provided as part of this RFP is to continue to provide the community with the appropriate level of service, at the highest quality, and at the best price. The specifications contained within this RFP are designed to establish an effective, efficient, environmentally clean, uniform, and safe system of collection.

To this end, the County and City have tried to provide as much information as possible to all prospective Vendors in this RFP to allow them to properly prepare their responses and compute fair and reasonable compensation and rate quotes. However, it is the sole responsibility of the Vendor to calculate the rates quoted in the applicable set of Rate Proposal Forms provided in Section 7 of this RFP document.

1.5 Summary of Requested Services

The County has proposed the following services to be provided by Vendor in Franchise Area No. 2 both Inland and Coastal as outlined in Attachment C – Franchise Area No. 2 Service Area Maps:

Single Family Dwelling (SFD) Services

- Weekly collection of Garbage, with 20-, 32-, 64- and 96-Gallon carts; or
- Every Other Week (EOW) collection of Garbage, with 64- and 96-Gallon carts;
- Weekly collection of Recyclable Materials, with 96-Gallon carts;
- Weekly collection of Organic Waste, with 96-gallon carts; and,
- Curbside Holiday Tree collection from December 26 through the second Friday in January.

Multi Family Dwelling (MFD) and Commercial Services

A minimum of weekly collection of Garbage;

- A minimum of weekly collection of Recyclable Materials;
- A minimum of weekly collection of Organic Waste (Yard Waste and Food Waste); and,
- Curbside Holiday Tree collection between December 26 and the third Friday in January.

Additional Services

- Roll-Off Container Services;
- Public Litter and Recycling Material Containers service in the unincorporated communities of Mendocino and Hopland;
- Edible Food Recovery Support;
- Education and Outreach Program; and,
- Local Customer Service Center.

Alternate Proposal Services

- On-Call Bulky Item Collection Service of three (3) cubic yards per collection, two (2) pickups per year;
- On-Call Bulky Item Collection Service of one-half (0.5) cubic yards per individual MFD unit per collection, two (2) pick-ups per complex per year;
- Paper Shredding Event one (1) time annually for all residential customers; and,
- Beverage Container Recycling Center (minimum 2 Centers one in each zone).

Vendor Payments to County

Monthly 12 percent Administrative Franchise Fee.

The City has proposed the following services to be provided by Vendor in the City of Fort Bragg Franchise Area as outlined in Attachment D– Franchise Area Fort Bragg No. Service Area Map:

Single Family Dwelling (SFD) Services

- Weekly collection of Garbage, with 20-, 32-, 64- and 96-Gallon carts; or
- Weekly collection of Recyclable Materials, with 96-Gallon carts;
- Weekly collection of Organic Waste, with 96-gallon carts; and,

Multi Family Dwelling (MFD) and Commercial Services

- A minimum of weekly collection of Garbage;
- A minimum of weekly collection of Recyclable Materials;
- A minimum of weekly collection of Organic Waste (Yard Waste and Food Waste); and,

Additional Services

- Roll-Off Container Services;
- Public Litter and Recycling Material Containers;
- Edible Food Recovery Support;
- Education and Outreach Program; and,

• Local Customer Service Center.

Alternate Proposal Services

- One Bulky Item Collection Service of two (2) items per account held once a year;
- On-Call Bulky Item Collection Service of three (3) cubic yards per collection, two (2) pickups per year;
- On-Call Bulky Item Collection Service of one-half (0.5) cubic yards per individual MFD unit per collection, two (2) pick-ups per complex per year;
- Paper Shredding Event one (1) time annually for all residential customers; and,
- Beverage Container Recycling Center (minimum 2 Centers one in each zone).

Vendor Payments to City

 Monthly ten (10) percent Administrative Franchise Fee and an additional ten and 96/100 percent (10.96%) to offset the cost of the Caspar Landfill Closure Fee.

2 BACKGROUND INFORMATION

2.1 Introduction

The purpose of this section of the RFP documents is to familiarize prospective Vendors with the County and its current and proposed solid waste services.

Any term that is capitalized in this section is specifically defined in the Franchise Agreement, and the meaning of such term is solely as defined therein. *Each Vendor is encouraged to fully review the Draft Franchise Agreement attached as Attachment B*.

2.2 Geography and Demographics

Mendocino County is located on the North Coast of California. The County is noted for its distinctive Pacific Ocean coastline, redwood forests and wine production.

Mendocino County has a population of approximately 88,000 with a projected annual growth at 2.6 percent. Two rate zones are included in Mendocino County Collection Area No. 2, the Coastal Rate Zone and the Inland Rate Zone. There are currently approximately 8,200 Residential Accounts, and 960 Commercial/Roll-Off Accounts serviced in Collection Area No. 2. Table 2.1 provides a breakout of current customers by Rate Zone. The current account list, including material type and container size is included in Attachment D. Franchise Collection Area Maps are included in Attachment C.

The City of Fort Bragg is located on the coast in Mendocino County. The City of Fort Bragg has a population of approximately 7,500 but serves as the hub for the surrounding coastal population of approximately 20,000 residents. Table 2.2 provides a breakout of the current Fort Bragg customers. The current account list is included in Attachment D.1. Franchise Collection area is the City of Fort Bragg City limits as set forth in Attachment C.1.

Table 2.1 Mendocino County Customer Data ¹ Franchise Area 2			
Customer Type	Coastal Zone	Inland Zone	Total Franchise Area No. 2
Residential Customers Total	3,760	4,444	8,204
Commercial Customers:			
Less than Weekly	0	11	11
Once per Week	8	593	601
Two Times per Week	113	70	183
Three Times per Week	17	45	62
Four Times per Week	0	12	12
Five Times per Week	0	30	30
Commercial Customers Total	138	761	899
Active Roll-Off Total	25	39	64

Information provided by current contractor. Residential and commercial service numbers based on material code.

Table 2.2 Fort Bragg Customer Data ¹ Fort Bragg Franchise Area	
Customer Type	Total Franchise Area
Residential Customers Total	1,851
Commercial Customers:	
Once per Week	580
Two Times per Week	133
Three Times per Week	85
Four Times per Week	16
Five Times per Week	30
Commercial Customers Total	844

¹ Information provided by current contractor. Residential and commercial service numbers based on material code.

2.3 Collection System Data

The information regarding the current collection system is being provided to give prospective Vendors a general understanding of the current collection system. *Please note that the information in this section is provided as background to the Vendors responding to the RFP issued by the Mendocino County. The County neither warrants nor accepts responsibility for the accuracy of the information contained herein. It is the responsibility of the Vendor, at its sole cost, to conduct its own investigation and research and to independently verify all material facts and information necessary for it to submit a response to this <i>RFP*.

2.3.1 Current Collection Services

USA Waste of California, Inc. (Waste Management) currently provides Solid Waste, Recyclable Materials, and Green Waste Collection and Transportation Services to the County and the City's residents and businesses for <u>all</u> residential, commercial and additional services through a Franchise Agreement for Collection Area No. 2 and Fort Bragg that will expire on June 30, 2022. The following is a summary of current services.

2.3.2 Single-Family (SFD) Residential Cart Collection Service Programs

SFD Service Recipients currently receive a wheeled Cart for Garbage, Recyclable Material and Green Waste, based on volumetric need. The details of current services for SFD Service Recipients are located in Attachment D and are summarized as follows:

- Weekly curbside collection of Garbage (20-, 32-, 64- and 96-Gallon Carts, in Ukiah and Fort Bragg Service Area, are available);
- Every other week curbside collection of Garbage (64- and 96-Gallon Carts, outside the Inland, Fort Bragg and Coastal Zone service areas, are available);
- Weekly curbside collection of Recyclable Material (96-Gallon Carts, in Ukiah and Fort Bragg Service Area, are available);

- Every other week curbside collection of Recyclable Material (96-Gallon Carts, outside the Inland, Fort Bragg and Coastal Zone service areas, are available);
- Weekly curbside collection of Green Waste (96-Gallon Carts, in Ukiah and Fort Bragg Service Area, are available);
- Every other week curbside collection of Green Waste (96-Gallon Carts, outside the Inland, Fort Bragg and Coastal Zone service areas, are available);
- On-Premises Collection at an additional charge upon request by Service Recipient.

2.3.3 <u>Multi-Family Collection Service Programs</u>

MFD Service Recipients currently receive weekly collection of bins or carts for Garbage, Recyclable Material and Green Waste.

2.3.4 <u>Commercial Collection Service Programs</u>

Commercial Service Recipients currently receive wheeled Carts or Bins for Garbage and Recyclable Material, based on volumetric need. Commercial Collection Service is provided to Service Recipients on an at least weekly basis or more frequently as required to handle the waste stream.

2.3.5 Debris Box and Roll-off Collection Services

Currently, temporary debris box and roll-off services are provided to Service Recipients on an as-needed basis.

2.4 Service Rates

Commercial Service Recipients are charged monthly rates by Waste Management based on container size and the frequency of collection. Residential Service Recipients are charged monthly by Waste Management with rates based on container size. Roll-off Service Recipients are charged on a per-pull basis plus the cost of disposal. See Attachment E for additional information.

2.5 Additional Services

2.5.1 <u>Collection from Public Litter Containers and Recycling Material Containers</u>

Waste Management provides the County free Collection Services to public litter containers and recycling material containers in the unincorporated communities of Mendocino and Hopland with collection service once per week, except from May 1st to September 30th when collection service is twice per week. Collection service is provided to 12 locations in Hopland and 24 locations in Mendocino with the County responsible for procurement and installation of receptacles. The successful franchise selected under this RFP will perform an annual cleaning on these public litter containers and liners as well as replacement of the liners as needed. The proposed service levels will be outlined in the Draft Franchise Agreement.

Waste Management also provides the City free Collection Services to public litter containers and recycling material containers in City limits with collection service twice per week (Tuesday and Friday). Collection service is provided to up to 45 locations and the City is responsible for procurement and installation of receptacles. The successful franchise selected under this RFP will perform an annual cleaning on these public litter containers and liners as well as replacement of the liners as needed. The proposed service levels will be outlined in the Draft Franchise Agreement.

2.6 Service Data

Service Data is included in Attachment D as reported by Waste Management in December 2020 for County Franchise Areas and Fort Bragg Franchise Area as a February 2021. *The County and the City do not guarantee the accuracy of the information provided in Attachment D. As noted above, the County and the City neither warrants nor accepts responsibility for the accuracy of the information contained herein. It is the responsibility of the Vendor, at its sole cost, to conduct its own investigation and research and to independently verify all material facts and information necessary for it to submit a response to this RFP.* This page intentionally left blank.

3 OVERVIEW OF SERVICES REQUESTED

Collection Services included in this procurement process are to be provided in Franchise Area No. 2 in Mendocino County ("County Service Area") and the City Franchise Area which coincides with the boundary of City limits ("City Service Area"). Following County Board of Supervisors and the City Council's approval, Collection Services will start on July 1, 2022 and will terminate on December 31, 2029. The term of the Agreement may be extended by up to two (2) additional five (5) year periods, at the County and/or the City's sole option, subject to County Board of Supervisors approval and/or City Council approval respectively, and subject to the Vendor meeting performance requirements as specified in the Draft Franchise Agreement included as Attachment B.

The County and the City are proposing that the following Collection Services be provided within the County Service Area and the City Service Area. Vendors should note that the County and the City are very interested in providing these services with minimum disruption to residents and businesses. Therefore, as part of the Operations Plan requested in Section 5.5.4.2 of this RFP, Vendors will be required to discuss the methodology they will use to minimize the impact of any operational changes that may occur.

Vendors should also note that the County and the City are interested in providing these services in the most sustainable manner possible, such as, but not limited to, providing the following:

- State-of-the-art processing facilities that at all times meet or exceed all federal, state, and local permitting requirements;
- Ensuring compliance with all federal and state rules and regulations, with particular attention paid to organics services related to AB 1826 and SB 1383;
- Incorporating education and outreach programs to further the County's/City's diversion requirements and goals;
- Educating Service Recipients on the benefits of diversion program participation; and
- Reducing air emissions and wear-and-tear on County/City streets and Environmental Stewardship including the use of local vendors and innovative "green" approaches to providing services.

Therefore, as part of the Diversion Plan requested in Section 5.7.4.4 of this RFP, Vendors will be required to discuss the methodology they will use to provide sustainability programs associated with providing requested services.

3.1 Overview of Base Services

The County and the City's SFD, MFD and Commercial Service Recipients shall receive Solid Waste Collection Services which include minimum collection services of at least weekly collection of Garbage, Source Separated Recyclable Material and Source Separated Organics. By default, Source Separated Organic Waste Collection Service is required to include Green Waste, Food Waste, or a mix of Green Waste and Food Waste for Service Recipients as outlined in the Base Bid and Alternatives. The selected Vendor will be required to collect all source separated Organic Waste and process for diversion from landfill in a manner that guarantees diversion credit under the requirements of AB 939, AB 1383 and AB 1594, and not use source separated Organic Waste as Alternative Daily Cover (ADC) at a landfill.

Source Separated Recyclable Material accepted as part of the Collection Services includes cans (aluminum and tin), scrap metal weighing less than 10 pounds, glass bottles, newspaper, mixed paper, cardboard, and plastics #1 and #2. The County and the City will entertain changes in the Source Separated Recyclable Materials accepted based on recycling markets. SFD, MFD, Commercial, and County/City Service Recipients (services provided to the County and the City) shall be serviced using the designated sizes of Carts and Bins, as well as Roll-off Containers for permanent Roll-off Service Recipients.

3.2 Single Family Dwelling (SFD) Collection Services

3.2.1 SFD Bundled Service

The County and the City wish to retain a weekly SFD Solid Waste Collection Service system, utilizing one (1) 96-Gallon Garbage Cart (with the option to downsize to a 20-, 32- or 64-Gallon Garbage Cart), one (1) 96-Gallon Recycling Cart, and one (1) 96-Gallon Organic Waste Cart and Every Other Week (EOW) utilizing one 96-Gallon Garbage Cart (with the option to downsize to a 64-Gallon Garbage Cart), one (1) 96-Gallon Recycling Cart, and one (1) 96-Gallon Organic Waste Cart as part of the **base** SFD Solid Waste Collection Service.

On-premise collection must be made available to eligible participants (physically unable to move carts) to be priced as additional services.

3.2.2 SFD Garbage Collection Service (included in Bundled Service)

The County and the City wish to retain a single-stream, weekly, automated SFD Garbage Collection Service program consisting of Garbage Carts in 20-, 32-, 64- and 96-Gallon sizes. Vendors are required to provide pricing for the 20-, 32-, 64-, and 96-Gallon Garbage Carts requested by SFD Service Recipients.

3.2.3 SFD Recycling Collection Service (included in Bundled Service)

The County and the City wish to retain a single-stream, weekly, automated SFD Recycling Collection Service program, utilizing a 96-Gallon Recycling Carts. **One (1) 96-Gallon Recycling Cart** <u>will be provided</u> <u>to each Service Recipient as part of the base service to SFD Service Recipients</u>. Vendors must provide pricing for additional 96-Gallon Recycling Carts requested by SFD Service Recipients.

3.2.4 SFD Organic Waste Collection Service (included in Bundled Service)

The County and the City wish to include in the SFD Organic Waste Collection Services Green Waste and Food Waste, utilizing 96-Gallon Carts. **One (1) 96-Gallon Organic Waste Cart** will be provided to each <u>Service Recipient as part of the base service to SFD Service Recipients</u>. SFD Service Recipients may request additional carts for an additional cost.

Holiday Tree Collection is to be included as part of the curbside Organic Waste Collection Services program in the County Service Area, starting December 26 through the second Friday in January of each year.

3.2.5 SFD Bulky Waste Collection Service (Alternate Service)

The County is requesting to implement Bulky Waste Collection Services provided to SFD residents and the City is requesting a continuation of this service. This service includes the on-call collection of Bulky Waste (such as furniture, carpets, mattresses, wood or Yard Trimmings, discarded household goods, etc.) of three (3) cubic yards per collection, up to two (2) times per year for SFD Service Recipients at no additional charge, at the request of the SFD Service Recipient. Bulky Waste Collection Services are to be provided within five (5) business days of the request.

The cost for Bulky Waste Collection Service will be bid as an alternate service.

3.3 Multi-Family Dwelling (MFD) Collection Services

3.3.1 MFD Bundled Service

The County and the City wish to have a weekly MFD and Commercial Solid Waste Collection Service system, utilizing Garbage Carts and/or Bins as requested by the MFD or Commercial Service Recipient, and including at no additional cost the equivalent volume of one (1) 96-Gallon Recycling Cart <u>per unit in the MFD complex</u>, and one (1) 96-Gallon Organic Waste Cart <u>per unit in the MFD complex</u> as part of the base MFD Solid Waste Collection Service. The actual configuration of Recycling and Organic Waste Cart and/or Bin sizes shall be based on the total equivalent volume and configured in a manner determined by the

Service Recipient in consultation with the Vendor.

MFD Service recipients may request additional carts and/or bins or increase their collection frequency for an additional cost.

3.3.2 MFD Garbage Collection Service

The County and the City wish to retain the current MFD Garbage Collection Service collection system, utilizing variable size Garbage Carts (32-, 64-, and 96-Gallon) and Garbage Bins (1-6 cubic yard bins; 10-40 cubic yard roll- offs). Vendors must provide pricing for all container sizes listed here and in Form 6.

3.3.3 MFD Recycling Collection Service

The County and the City wish to retain a single-stream, weekly, automated MFD Recycling Collection Service program, utilizing a 96-Gallon Recycling Carts and Recycling Bins (1-6 cubic yard bins and 2-4 cubic yard compactors). **One (1) 96-Gallon Recycling Cart or equivalent** will be provided to each Service Recipient as part of the base service to MFD Service Recipients. Vendors must provide pricing for all container sizes listed here and in Form 6.

3.3.4 MFD Organic Waste Collection Service

The Vendor will provide MFD Organic Waste Collection Service to all MFD Service Recipients in the Service Areas, consistent with State requirements of AB 1826 and SB 1383. MFD Organic Waste Collection Service is required to include Green waste and Food Waste in this program. Each MFD Service Recipient will receive the equivalent volume of **one (1) 96-Gallon Organic Waste Cart** per unit in the MFD complex as part of the base service (Vendor will be responsible for identifying the number of units with the MFD property manager and determining the correct equivalent configuration of Carts and/or Bins). Additional MFD Organics Waste Collection Service may be provided in variable size Organics Carts and/or Organics Bins, with the volume, collection frequency and container type based on the individual needs of the MFD complex. The Vendor will be required to furnish the necessary number and size of Organic Waste Bins and Organic Waste Carts to accommodate the MFD Recycling Collection Services. This service is to be arranged by the property manager of the MFD complex.

Holiday Tree Collection in the County Service Area is to be included as part of the curbside Organic Waste Collection Services program, starting December 26 through the second Friday in January of each year.

3.3.5 MFD Bulky Waste Collection Service (Alternate Service)

The County and the City are requesting that the selected Vendor provide Bulky Waste Services to MFD Service Recipients. This service will include the on-call collection of Bulky Waste (such as furniture, carpets, mattresses, wood or Yard Trimmings, discarded household goods) of 0.5 cubic yards per individual unit for MFD complexes, up to two (2) times per year at no additional charge for MFD Service Recipients, to be arranged with the MFD property manager. Bulky Waste Collection Services are to be provided within five (5) days of the request.

The cost for Bulky Waste Collection Service will be bid as an alternate service.

3.4 Commercial Collection Services

3.4.1 <u>Commercial Bundled Service</u>

The County and the City wish to retain a weekly Commercial Solid Waste Collection Service system, utilizing Garbage Carts and/or Bins as requested by the Commercial Service Recipient, and including at no additional cost the equivalent volume of one (1) 96-Gallon Recycling Cart per unit (one or two carts), and one (1) 96- Gallon Organic Waste Cart per unit as part of the base Commercial Collection Service. The actual configuration of Recycling and Organic Waste Cart and/or Bin sizes shall be based on the total equivalent volume and configured in a manner determined by the Service Recipient in consultation with

the Vendor. Vendors are required to provide pricing for collection of the base services and for any RFP No. DOT 210004 Page 20

additional services that may be requested by the Commercial Service Recipient.

3.4.2 <u>Commercial Garbage Collection Service</u>

The County and the City wish to retain the current Commercial Garbage Collection Service collection system, utilizing variable size Garbage Carts (32-, 64-and 96-Gallon) and Garbage Bins (1-6 cubic yard bins; 10-40 cubic yard roll-offs). Vendors must provide pricing for all container sizes listed here and in Form 6.

3.4.3 Commercial Recycling Collection Service

The County and the City wish to expand the current single-stream Commercial Recycling Collection Service program, utilizing variable size Recycling Carts and Recycling Bins, to all Commercial Service Recipients in the Service Areas, consistent with the State requirements of AB 341. Each Commercial Service Recipient will receive the equivalent volume of **one (1) 96-Gallon Recycling Cart** (per individual unit if shared service is provided) at no additional cost as part of the base service (the actual configuration of Carts and/or Bins may be determined between the Vendor and the Service Recipient; up to two (2) smaller size Carts may be provided if necessary to meet space constraints). Additional Commercial Recycling Collection Service may be provided in variable-size Carts and/or Bins, with the volume, collection frequency and container type to be based on the individual needs of the Commercial Service Recipient or Commercial complex. The Vendor will be required to furnish any additional necessary number and size of Recycling Bins and Recycling Carts to accommodate the Commercial Recycling Collection Service.

3.4.4 Commercial Organic Waste Collection Service

The County and the City wish to expand the provision of Organic Waste Collection Service to all Commercial Service Recipients in the Service Areas, including Food Waste, consistent with State requirements of AB 1826 and SB 1383. Commercial Organic Waste Collection Service is required to include both Green Waste and Food Waste. Each Commercial Service Recipient will receive the equivalent volume of **one (1) 96-Gallon Organic Waste Cart** (per individual unit if shared service is provided) at no additional cost as part of the base service (the actual configuration of Carts and/or Bins may be determined between the Vendor and the Service Recipient; up to two (2) smaller size Carts may be provided if necessary to meet space constraints). Additional Commercial Organic Waste Collection Service may be provided in variable-size Organics Carts and/or Organics Bins, with the volume, collection frequency and container type to be based on the individual needs of the Commercial Service Recipient or Commercial complex. Large generators of Yard Waste may also subscribe to collection of Yard Waste only (in addition to the required base service).

This service is to be arranged by the Commercial Service Recipient or the property manager of the Commercial complex, as appropriate. The cost for Commercial Organic Waste Service is to be separately accounted for in the Commercial Service Rates.

3.5 Additional Services

3.5.1 <u>Collection from Unincorporated Community Public Litter and Recyclables</u>

The Vendor will provide collection services for public litter and recycling material containers in the unincorporated communities of Mendocino and Hopland, at no cost to the County. The Vendor will provide collection services for public litter and recycling material containers in the City Service Area. These services include the collection of Litter and Recyclable Material from County/City Material Containers. Frequency of service will be determined by location need. A list of current locations and service levels will be provided in the Draft Franchise Agreement.

3.5.2 <u>California Redemption Value (CRV) Center (Alternate Service)</u>

The Vendor is requested to provide a California Redemption Value Center in each of the zones in Franchise Area No. 2 as part of the exclusive Franchise Agreement. Service levels will be provided in the Draft Franchise

Agreement. Costs to be included as an alternate service in the bid documents.

3.5.3 Education and Outreach Program

Vendor must provide an on-going and effective Education and Outreach Program, provided to SFD, MFD, Commercial and County and City Service Recipients to assist the County and the City in meeting its diversion requirements and goals. The Education and Outreach Program may involve the development of education and outreach materials, staffing at County/City-Supported Events, a County/City-specific website that fully explains the Vendor's services and rates, effectively promotes the diversion options offered to Service Recipients, and allows Service Recipients to submit service changes, inquiries, complaints or queries, as well as other social media platforms, and other strategies. The Vendor must include specific details of the proposed Education and Outreach Program, how the program will be managed, and how effectiveness of the program will be measured on an ongoing basis. These indicators are to be incorporated into the on-going reports provided to the County and the City, and the County and the City reserve its right to re-direct Vendor's efforts, or require additional Vendor efforts if the Education and Outreach Program is not showing measurable and tangible results as proposed.

Education and Outreach Program responsibilities will include, but are not limited to, the following:

- AB 341, AB 1826, and SB 1383 implementation, including conducting on-site waste audits and providing written summary reports for <u>all</u> Service Recipients at least once per year for the first four (4) years of the term. Thereafter, on-site waste audits will be conducted for a minimum of twenty-five percent (25 percent) of all Service Recipients, with the primary focus on those Service Recipients with the lowest program participation or diversion. The results of the waste audits and on-going AB 341, AB 1826, and SB 1383 compliance reports will be provided to the County and the City;
 - Educate County and City staff and Service Recipients as appropriate, regarding AB 341, AB 1826, AB 1594, SB 1383, and other State legislation;
 - Right-size containers for maximizing diversion from SFD, MFD and Commercial Service Recipients;
 - Develop and distribute public education and outreach material for SFD, MFD and Commercial Service Recipients;
 - Advise appropriate personnel (management, employees, janitors, etc.) at MFD and Commercial Service Recipients on methods and recommendations to increase recycling and decrease landfilling (i.e. how to maximize diversion; and provide educational materials, posters, labels, and memos.);
 - Inform and educate Service Recipients on the full range of all services being offered, including Cart and Bin exchange and cleaning, and Bulky Waste Collection, and availability of Indoor Food Waste Pails/Containers;
 - Advise Service Recipients on the selection of collection services and container sizes to maximize diversion, and the potential cost control if a Service Recipient takes recommended actions to increase diversion;
 - Educate Service Recipients, especially MFD and Commercial Service Recipients, on how to participate in Recycling and Organics diversion programs, and decrease or eliminate contamination; and
 - Educate and train staff and custodians on best practices for recycling, waste reduction and availability and use of in-house recycling containers.

Beginning in August 2022 and for the following twelve (12) months, the Vendor will meet (in-person or via video conference) with key County and City staff on a monthly basis to review, at a minimum, program

performance, current and anticipated activities, specific outreach performed to promote high participation in diversion programs, ability for Service Recipients to change service levels, awareness of and participation in Bulky Waste Collection, methods to monitor contamination, Service Recipient service messaging on diversion programs. Starting in August 2023, at the County and/or City's option, the frequency of meetings may be reduced.

The Vendor may use Subcontractors to perform some or all the duties normally assigned to outreach staff. The County and/or City will approve any such Subcontractors in advance. The County and the City will approve the specific program activities associated with the Education and Outreach Program, and the selected Vendor's Education and Outreach Plan will be included as an exhibit to the final executed Franchise Agreement.

3.5.4 Free Paper Shredding Events (Alternate Service)

One (1) time per year, at no additional cost to County or its residents, the selected Vendor will conduct a free paper shredding event. At each event, all County residents will be permitted to deliver an unlimited amount of paper for shredding free of charge by Vendor. Vendor must arrange for all shredded paper generated by each event to be processed in such a manner so as to ensure the diversion of this material from landfilling.

3.5.5 Edible Food Recovery Support

At no cost to the County or the City, the selected Vendor must provide support to the County's and the City's Edible Food Recovery program as required under SB 1383. Vendor support may include educating commercial edible food generators, and providing records of site visits, conducting education efforts, and listing food recovery organizations.

3.5.6 Roll-Off Box Collection Services

Roll-off Box Collection Service is included in the exclusive franchise agreement, and as such, rates are set for Roll-Off Box Collection Service in Form 6.

3.6 Collection Containers

Vendor must provide Collection Containers that are compliant with SB 1383 and comply with the color requirements of SB 1383 for any replacement containers needed during the term of the Franchise Agreement. New containers must be newly painted in a color distinctive to each use and all bins for the same use shall be colored the same. Each container shall be marked with an adhesive label or imprinted with its intended usage in letters and pictures. The label shall specify what materials are allowed to be placed in each container. Labels must represent acceptable versus unacceptable items in written or graphic form. The following colors shall be used for collection container lids: Garbage (grey); Recyclable Materials (blue); Organic Materials (green); Vendor-owned Compactor Bins (color appropriate to content as previously designated); Food Waste (yellow).

Vendor must provide additional Carts in the sizes specified in this RFP prior to commencement of service. The Vendor must also provide additional Bins ranging in size from 1 to 6-cubic yard capacity for collection from MFD Service Recipients, Commercial Service Recipients, and County facilities, except for Organics Bins which shall be provided in sizes ranging from 1 to 3-cubic yard capacity. Additional Carts and Bins must be new or refurbished at the start of the Franchise Agreement. The cost for this service is to be bundled in the Collection Service rates and not charged as a separate cost to the Service Recipient.

Roll-off Containers ranging in size from 10 to 40 cubic yards will be provided to Service Recipients utilizing permanent Roll-off Containers for regular weekly scheduled collection service. Usage of used or refurbished Carts and Bins is allowed as long as they are clean, in good operating condition and free of defects. Vendor's Cart and Bin specifications will be included in the final Franchise Agreement. The County

and or City may inspect the condition of the Carts and Bins, and may require immediate replacement of Carts or Bins if they are determined by the County or the City not to be in good working order or visually acceptable appearance.

The County and the City anticipate that during the term of the proposed Franchise Agreement, Carts will need to be repaired and/or replaced with new Carts. Accordingly, all new Carts will have heavy duty wheels, attached hinged lids, and be designed to be resistant to inadvertent tipping due to high winds. All new or replacement Carts must be compatible with automated collection. Cart colors must be compliant with SB 1383. All new or replacement Carts will be manufactured with a minimum twenty percent (20 percent) recycled material content and come with a ten (10) year warranty against defects. **The County and the City strongly encourage new and replacement Carts with a higher recycled content than twenty percent (20 percent).** The County and the City also require that all new or replacement Carts be hot-stamped, embossed, or labeled/decaled with the "Disposal Company", and images of the type of materials to be collected (i.e., Garbage, Organic Waste, Recyclable Material). All Carts shall also contain instructions for proper usage. If any of the above is accomplished via labels or decals, such labels or decals must be maintained and/or replaced as necessary throughout the term to maintain a near new appearance. The Carts shall contain all writing in both English and Spanish languages.

Throughout the term of the Franchise Agreement, at no cost to Service Recipients, Vendor must replace or repair Carts or Bins if replacement or repair is due to wear from normal use, or damage caused by the Vendor. However, if the Cart or Bin is damaged by Service Recipient, Vendor may charge for the repair or replacement. Replacement or repair of a Bin or Cart is to be done by the next regularly scheduled collection day after verbal or written notice by the County or the City, a Service Recipient, or as observed by Vendor's staff.

Upon termination of the Franchise Agreement, all Carts or Bins may be purchased by Mendocino County or Fort Bragg, respectively.

3.7 Collection Vehicles

Upon commencement of the Franchise Agreement and throughout the term of the agreement, the Vendor must provide collection vehicles that comply with federal, state, regional and local clean air and safety standards. The specific type of fuel to be used is to be proposed by the Vendors. Vendors also must demonstrate how their collection vehicles will comply with California Air Resource Board standards. *The County encourages the use of collection vehicles that exceed the minimum standards, including the use of CNG/LNG/Electric powered vehicles*. Additionally, if during the term of the Franchise Agreement, new technologies are available such as hybrid or electric powered collection vehicles, the County, City or the Vendor may request/negotiate implementation of such new collection vehicles, with a corresponding change on Service Rates to reflect additional cost or savings.

The County and the City are also concerned with additional wear to the County's and the City streets from collection vehicles. The County and the City are interested in collection methods and collection vehicles that minimize wear on the County and the City's streets.

Vendors must specify the gross operating weight of the collection vehicles, the methods to monitor, report and eliminate overweight collection vehicles from operating within the County and the City. The County and the City will assess liquidated damages for vehicles that exceed local, state or federal maximum loaded vehicle weights, collection vehicles not meeting the required performance standards, or leaking fuel, oil, coolant, or hydraulic fluids on the public or private streets and parking lots located within the County or the City.

Vendors are required to provide a description of how their collection vehicles and collection methods will minimize wear on the County and the City's streets.

All collection vehicles will be equipped with GPS tracking devices that can be used to record start and stop

times, vehicle locations, and maximum speed. All collection vehicles must meet federal, state, and local maximum noise standards, and be repainted as needed to maintain a positive public image. In addition, vehicles that will be used on a temporary basis (during regular vehicle maintenance or repair) must meet all the Franchise Agreement specifications if they are used more than forty-five (45) days per year.

Additional details on specific vehicle requirements can be found in the Draft Franchise Agreement.

3.8 Collection Hours and Days

SFD collection hours shall be between 5:00 a.m. and 6:00 p.m., Monday through Friday. MFD collection hours shall be between 5:00 a.m. and 6:00 p.m., Monday through Saturday. Commercial collection hours shall be between 5:00 a.m. and 9:00 p.m. Monday through Saturday, and between 6:00 a.m. and 6:00 p.m. on Sunday. Notwithstanding the above hours, from May 1 through October 31 of every year, collection in the unincorporated County may begin in the Inland Area at 4:30 a.m. and at 3:30 a.m. in the Coastal Area.

If the day of collection on any given route falls on a Holiday, collection service will occur for the route on the work day either before or following the Holiday. Vendor is responsible for customer notification of Holiday collection arrangements. Holidays are defined in the Draft Franchise Agreement.

The County and or City may also require restricted collection hours in areas impacted by commute traffic, road repair, around schools, in areas where commercial collection is within one hundred (100) feet of residential housing, or where continued noise complaints about collection vehicles have occurred.

3.9 Disposal and Processing Facilities

The Vendor, without constraint as a free-market business decision in accepting this Franchise Agreement, agrees to use the Disposal Site, Recyclable Materials Processing Site, and Organic Materials Processing Site as approved and directed by the County and the City for the purpose of Disposing of all solid waste, and Transfer and Processing of all Recyclable Materials and Organic Waste it collects in the County or the City. Such decision by the Vendor in no way constitutes a restraint of trade notwithstanding any change in Law regarding flow control limitations or any definition thereof.

3.10 Diversion Standards

The Vendor will be responsible for diverting from disposal a percentage of materials the Vendor collects from all services under the provisions of the Franchise Agreement, starting July 1, 2022, and measured for calendar year 2022. The Vendor will report diversion rates. The Vendor must also provide their methodology for assisting the County and the City in achieving the State's seventy-five percent (75 percent) diversion goal.

3.11 Displaced Employees

The County and the City require that the selected Vendor offers employment to displaced employees of the prior Vendor (and, if applicable, Subcontractor) for a period of not less than ninety (90) days and to comply with the requirements of sections 1072 and 1075 of the California Labor Code. Vendors shall include a declaration of intent in the cover letter of their proposal, indicating their agreement to retain the employees of the prior Vendor/Subcontractor for a period of not less than ninety (90) days pursuant to section 1072(a) of the California Labor Code. Any Vendor, with the exception of the incumbent, that fails to include such a declaration in the cover letter of its proposal may be considered non-responsive, and, if so, its proposal will not receive further consideration.

Prior to Franchise Agreement award, the County and the City will require the selected Vendor to affirm its commitment to provide offers of employment to displaced employees, including the provision to employ displaced employees for not less than ninety (90) days. The County and the City will also require the selected Vendor to agree to make information about wage rates, benefits and job classifications of

employees available to the County and the City prior to subsequent procurement for solid waste collection and transportation services.

3.12 Billing and Customer Service

The Vendor shall be responsible for the billing and collection of payments from Service Recipients for Collection Service at the Service Rates as negotiated and included in the Franchise Agreement. Billings may be made monthly, bimonthly, or quarterly for Service Recipients, as approved by County or City.

The Vendor shall be responsible for providing the County and the City with complete customer billing account and service level data for all Collection services provided by Vendor under this Agreement during the prior month, in an electronic format that is acceptable to the County and the City. Each invoice shall be accompanied by an accounting, which sets forth Vendor's Gross Billings for all services provided during the preceding month in sufficient detail to allow for an independent recalculation of monies due to Vendor. This information will be provided on a monthly basis by the 15th day of the month for services provided by Vendor during the prior month. Any changes to the electronic format or submission date shall be expressly approved in writing by the County or the City.

The Vendor will provide competent, professional, and courteous customer service and will designate a sufficient number of full-time equivalent Customer Service Representatives (CSRs) to serve the County for Franchise Area No. 2 and the City Service Area, its residents and businesses during the transition prior to the start date, and during start-up of pilot programs and/or new or modified County-wide or City-wide programs. The Vendor will have a local office to conduct all of the Customer Service operations out of, with regular business hours of 8 a.m. to 6 p.m. Monday through Saturday. If the Vendor is found to be providing a level of customer service below the expectations of the County or the City, the County or City have the right to apply Liquidated Damage penalties on the Vendor until the Vendor can show that they are performing customer service operations at acceptable levels. Vendor must also include a narrative describing their approach to customer service and complaint resolution.

3.13 Service Rates

The County and the City wish to provide incentives for residents and businesses to actively participate in Recycling and Organics programs, while not being required to over-subscribe for services. Service Rates will be based on the Garbage, Organic Waste and Recyclable Material container capacity, and/or the number of containers and frequency of collection.

Additional information on Service Rates can be found in the Draft Franchise Agreement.

3.14 Recycling Revenues

Revenues from the sale of Recyclable Material, along with the California Redemption Value (CRV) rebate from the State, will be retained by the Vendor. The County and the City believe it is appropriate for the successful Vendor to retain these revenues, and directs Vendors to take these monies into account when completing their Service Rates.

3.15 Compost Revenues

If Vendor receives any revenues from the sale of processed organic waste (i.e. compost), it will be retained by the Vendor. The County and the City believe it is appropriate for the successful Vendor to retain these revenues, and directs Vendors to take these monies into account when completing their Service Rates. This page intentionally left blank.

4 GENERAL INFORMATION

4.1 RFP Documents

These RFP documents, any subsequent Addenda, and attachments provided on the County's website constitute the complete set of proposal specifications and forms. All forms and applicable documents must be executed and submitted in a sealed envelope, as described in Section 5 of this RFP. Proposals not submitted on the prescribed proposal forms shall be rejected. By submitting a proposal, the Vendor agrees to be subject to all terms and conditions specified herein. Submittal of a response to this RFP constitutes a binding offer by the Vendor.

Vendors are expected to examine the RFP documents. For the purposes of this RFP, a glossary of words, term, and meanings has been developed and included in Attached B – Draft Franchise Agreement.

4.2 Additional Terms and Conditions

Except as is set forth in Section 5.7.6 of this RFP, no additional terms and conditions included with the RFP shall be evaluated or considered.

4.3 Interpretations and Inquiries

Any questions concerning the intent, meaning, and interpretation of the RFP documents shall be submitted in writing and received no later than 4:00 p.m. PT on July 15, 2021. Questions not submitted in writing will not be accepted or considered. Written inquiries shall be addressed by email to:

Mendocino County – Department of Transportation Amber Fisette - Deputy Director fisettea@mendocinocounty.org

4.4 Verbal Agreements

No verbal agreement or conversation with any elected or appointed officer, agent, or employee of the County or City, either before or after execution of the Franchise Agreement, shall affect or modify any of the terms or obligations contained in the Franchise Agreement. Any such verbal agreement or conversation shall be disclosed in the proposal and considered as unofficial information and in no way binding upon the County or the Vendor. No person is authorized to give oral interpretations of, or make oral changes to the RFP documents. Therefore, oral statements will not be binding and shall not be relied upon. Any interpretation of, or changes to the RFP documents will be made in the form of a written addendum to the RFP document and will be furnished by the County to all Vendors who attend the mandatory pre-proposal video conference. Addenda will be posted via the County's website at the following URL: https://www.mendocinocounty.org/government/executive-office/open-rfp-quotes-bids.

Only those interpretations of, or changes to the RFP document that are made in writing and furnished to the Vendors by the County may be relied upon.

4.5 Qualification of Vendor

The Vendor must be qualified by experience, adequate financing and ability to provide all labor and equipment to do the work called for in the Franchise Agreement.

4.6 Conflict of Interest

All Vendors must disclose, with their proposal, the name of any officer, director, agent, stockholder, or any relative of an officer, director, agent, or stockholder who is an employee, elected official or appointed official of the County or the City. Furthermore, all Vendors must disclose the name of any County or City employee, elected official or appointed official who owns, directly or indirectly, an interest of five percent (5 percent) or more in the Vendor's firm or any of its branches or subsidiaries.

4.7 Non-Collusion Affidavit of Vendor and Disclosure of Non-Compete Agreements

Any Vendor submitting a proposal to this RFP must complete and sign the Non-Collusion Affidavit of Vendor and Disclosure of Non-Compete Agreements form included in Section 7 of these RFP documents, and submit that document with its proposal. This shall include disclosure of any and all "non-compete agreements" that Vendor may have with other solid waste service providers that would prohibit other solid waste service providers from proposing on this RFP.

4.8 Disqualification of Vendors

More than one (1) proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Vendor is involved in more than one proposal for the same work will be cause for rejection of all proposals in which such Vendors are believed to be involved.

4.9 Legal Requirements

Vendors are required to comply with all provisions of federal, state, county, and local laws, ordinances, rules and regulations that are applicable to the services being offered in this RFP. Lack of knowledge of the Vendor shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effects thereof.

4.10 Familiarity with Laws and Ordinances

The submission of a proposal for the services requested herein shall be considered as a representation that the Vendor is familiar with all Federal, State, and local laws, ordinances, rules, orders, and regulations which affect those engaged or employed in the provision of such services, or equipment used in the provision of such services, or which in any way affects the conduct of the provision of such services; and no plea of misunderstanding will be considered on account of ignorance thereof.

4.11 Franchise Agreement

The County or the City shall not be obligated to any Vendor to enter into a Franchise Agreement with the Vendor despite the County or the City's governing body prospectively awarding the Franchise Agreement to a Vendor. The County and the City shall be obligated to a Vendor if and only if the County and/or City enters into a Franchise Agreement for the services with the Vendor, and further, no action will lie against the County or City to compel the County or City to execute any such Franchise Agreement, or to recover from the County or City any damages, costs, lost profits, expenses, etc., that any Vendor may incur if the County or City chooses not to sign such Franchise Agreement. Except for a Vendor's obligation to negotiate the terms and conditions of a Franchise Agreement with the County or City, as secured by the Proposal Bond required under Sections 1.1 and 4.15, herein, no enforceable Franchise Agreement relationship arises until the County or City signs the Franchise Agreement, no action shall require the County or City to sign such Franchise Agreement at any time, and each Vendor waives all claims to damages, lost profits, costs, expenses, etc., as a result of the County or City not signing such Franchise Agreement.

4.12 Facilities

The County and the City reserve the right to inspect each Vendor's facilities at any reasonable time, during normal working hours, with prior notice to determine that the Vendor has a bona fide place of business and is a responsible Vendor. The Vendor must maintain their facilities and perform collection services in compliance with County Code or City Code, whichever is applicable.

4.13 Insurance

The County and the City will establish insurance requirements in the Franchise Agreement. Vendors must review and obtain an understanding of these requirements contained in the Draft Franchise Agreement, to be provided.

4.14 Agreement Modifications

The County and the City reserve the right to make modifications to the Draft Franchise Agreement to more fully effectuate the intent of this RFP.

As stated in Section 5.7.6, Vendors may provide a list of Franchise Agreement exceptions, subject to the requirements in that section. **The County and the City have no obligation to accept any proposed service alternative or Franchise Agreement exception**. Proposals will be evaluated based on the required services and Agreement language as set forth in this RFP.

4.15 Proposal Bond

Vendors are required to submit a separate proposal bond from a surety company licensed to do business in the state of California, or a cashier's or certified check issued by a bank in the amount of **Fifty Thousand Dollars (\$50,000) for each Service Area the vendor is proposing services.**

A proposal will be deemed non-responsive and will not be considered unless accompanied by the proposal bond, certified check, or cashier's check. Such deposit shall be a guarantee that the Vendor, if awarded the Franchise Agreement, will furnish a performance bond and other required information. If the Vendor fails, refuses, or neglects to furnish the required performance bond and information, the County or City may retain the deposit or cash the certified check or enforce the proposal bond as compensation for liquidated damages for the Vendor's breach.

Bid bonds guaranteeing proposals rejected by the Mendocino County/City of Fort Bragg shall become null and void and will not be returned. All other proposal securities will be held in accordance with PCC, Section 20929 "...the security of an unsuccessful bidder shall be returned in a reasonable period of time, but in no event shall that security be held by the agency or district beyond 60 days from the time the award is made." If the County receives a check as a proposal bond, the County will immediately deposit the check upon opening proposals. After the proposals are opened, checked, and duly considered, the County will issue a reimbursement check if the proposal is not awarded.

4.16 Withdrawal or Revision of Proposal Prior to the Closing Time Set for Receiving Proposals

A Vendor may, prior to the due date and time of the Proposal, and without prejudice, withdraw, modify, or correct a proposal after it has been deposited with the County and/or City, provided a request is made in writing to the County, whose name, address, and contact information is provided herein. Any revision shall be deposited prior to the closing time set for receiving proposals. Modification or corrections of proposals shall be made by means of sealed written communications, provided such modifications or corrections are received by the County prior to the closing time set for receiving proposals with the outside envelope properly marked to identify that it is to be a part of this RFP.

No corrections in proposals will be acceptable unless each correction is signed by the Vendor and provided in hard-copy to the County. A proposal in which omissions occur or which has been conditioned by the Vendor in a manner that is unacceptable to the County may be rejected. Corrections may be made until the closing time set for receiving proposals in a sealed envelope, properly marked to identify that it is to be a part of this RFP. No modifications or corrections may be made subsequent to closing time set for receiving proposals.

4.17 Acceptance or Rejection of Proposals

The County and the City reserve and hold at its discretion the following rights and options:

- Issue addenda to the RFP, including extending or otherwise revising the timeline for submittals;
- Cancel the RFP;
- Request clarification and/or additional information from the Vendor at any point in the evaluation process;
- Execute a Franchise Agreement on the sole basis of the original proposal or any one or more additions to proposal submissions;
- Reject any or all proposals, waive irregularities in any proposal, accept or reject all or any part of any proposal, waive any requirements of the RFP, as may be deemed to be in the best interest of the County; and/or
- Reissue the RFP.

Any or all proposals will be rejected if there is reason to believe that collusion existed among the Vendors. Proposals received from participants in such collusion will not be considered for the same work when and if re-advertised.

4.18 Award of Franchise Agreement

A Franchise Agreement shall only be awarded by the Mendocino County Board of Supervisors or the City of Fort Bragg City Council and based upon the proposal which best fulfills the requirements and provides the best value to the County or City, its residents, and businesses. No award will be made until all necessary investigations have been made to determine the responsiveness and responsibility of the Vendor under consideration. After opening the proposals, the County and/or City may require the selected Vendor to submit a verified statement disclosing all ownership interests, whether direct, indirect, or beneficial, and including intermediate and ultimate ownership interests where several levels of ownership exist, disclosing any single source in excess of thirty percent (30 percent) of outstanding debt, and disclosing any person or entity that has guaranteed in excess of thirty percent (30 percent) of the Vendor's outstanding debt; furthermore, such disclosure shall contain any information of or relating to any and all common ownership, control, management, or common pecuniary benefit the proposing entity, its owners, management, or representatives possess or retain in any other entity now participating, or proposing to participate, in the Franchise Agreement with the County or City. The County Board of Supervisors and the City of Fort Bragg City Council shall be the sole judge as to the responsiveness and the responsibility of the Vendor to satisfactorily perform the work specified within the Franchise Agreement.

As soon as practicable after opening the proposals, the Vendor recommended for award of the Franchise Agreement will be submitted to the County Board of Supervisors and/or City of Fort Bragg City Council for approval.

In the event the County Board of Supervisors and/or City of Fort Bragg City Council approval is not received within **one hundred and twenty (120) calendar days** after opening of the proposals, and a proposal extension is not agreed upon by the Vendor and/or County or City, then the Vendor(s) may request that it be released from the Franchise Agreement obligation and that its proposal bond is released, in which case the County and City shall release the Vendor's bond.

The foregoing action by the County, City or the Vendor(s) shall in no way provide any cause whatsoever for claim against the County or the City by the Vendor(s).

Prior to award of a Franchise Agreement, the County and/or City will issue a "Notice of Intent" to award to all Vendors on the County's website. Vendors shall have five (5) business days from the date of the Notice of Intent to submit written protest of the County or City's intent to award.

4.19 Addendum

Any addenda issued in conjunction with this RFP must be submitted as part of the original proposal packet with a wet signature. Any addenda will be posted to the County's website at the following URL: <u>https://www.mendocinocounty.org/government/executive-office/open-rfp-quotes-bids</u>.

The Vendor shall sign each addendum issued and shall attach an addendum acknowledgement sheet to their proposal in order to have the proposal considered. If signed versions of the addenda are not included with the original proposal, the proposal will be deemed non-responsive and will not be considered. If it becomes necessary to issue an addendum that requires a change in the RFP or the Draft Franchise Agreement within five (5) days of the due date for proposals, the County will extend the due date as necessary to allow Vendors to address changes in their proposals.

Informational questions and answers that do not require formal changes to the RFP or Draft Franchise Agreement will also be posted on the County's website provided above. These may be provided as informational items, and not formal addenda.

4.20 Certification of Service Area Conditions, Requirements and Terms

By the submission of a proposal to do the work, the Vendor certifies that a careful examination of the Service Area, all RFP documents, including the Draft Franchise Agreement, has taken place, and that the Vendor is fully informed concerning the requirements of the RFP documents and Draft Franchise Agreement, the physical conditions to be encountered in the work, the quality and quantity of service to be performed, and of materials and equipment to be furnished. The Vendor will not be entitled to additional compensation upon subsequently finding that conditions require methods or equipment other than that anticipated in making the proposal.

4.21 Performance Bond

A performance bond or letter of credit in the form as set forth in Form 5 of Section 7 of this RFP is required from the successful Vendor(s) within thirty (30) calendar days from the date the County Board of Supervisors approves the Franchise Agreement(s). The performance bond shall be in an amount of **One Million Five Hundred Thousand Dollars (U.S. \$1,500,000) or twenty-five percent (25 percent) of the contract value, whichever is greater.** A separate performance bond or letter of credit in the form as set forth in Form 5 of Section 7 of this RFP is required from the successful Vendor(s) within thirty (30) calendar days from the date the City Council approves the franchise agreement in the amount of Five Hundred Thousand Dollars (U.S. \$500,000). The County or City may waive this bond based on vendor prior performance.

The performance bond shall be executed by a surety company licensed to do business in the State of California; having a rating of, or equivalent to "A: VII" by A.M. Best & Company, approved by the County; and included on the list of admitted surety companies approved by the Treasurer of the State of California.

The Vendor **must provide**, as a part of the proposal response, a commitment letter from a State of California admitted and licensed Surety Company, as set forth in the preceding paragraphs, to provide such performance bond.

After July 1, 2024, and annually thereafter, Vendor may request in writing that the County or City allow the performance bond to be reduced to fifteen percent (15 percent) of the Vendor's prior annual Gross RFP No. DOT 210004 Page 32 Revenues. The County or City shall, at the sole option of the County or City, respond to the request in writing within forty-five(45) days of receipt of the written request. Nothing in the Franchise Agreement shall require that the County or City approve the request of the Vendor nor shall the County or City have any obligation to provide Vendor with its reasoning for approving or denying the request.

As an alternative to the performance bond required by the Franchise Agreement, at County or City's option, Vendor may deposit with the County or City an irrevocable letter of credit as set forth in the Franchise Agreement.

4.22 All Proposals are Public Records

All correspondence with the County or City including responses to this RFP will become the exclusive property of the County and City and will become public records under the California Public Records Act (Cal. Government Code sections 6250 et seq.) All documents, and non-exempt portions thereof, that are sent to the County or City will be subject to disclosure if requested by a member of the public. There are a very limited number of narrow exceptions to this disclosure requirement.

Therefore, any proposal which contains language purporting to render all or significant portions of the proposal "Confidential", "Trade Secret" or "Proprietary" and fails to provide the exemption information required as described below will automatically be considered a public record in its entirety and shall be disclosed to the requesting party without further consideration or notice.

Do not mark your entire proposal as "Confidential".

The County and the City will not disclose any part of any proposal before it completes negotiations, on the ground that there is a substantial public interest in not disclosing proposals during the evaluation and negotiation process. After the completion of negotiations, all proposals received in response to this RFP will be subject to public disclosure. If you believe that there are portion(s) of your proposal which are exempt from disclosure under the Public Records Act, you must mark each page as such and state the specific provision in the Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. For example, if you submit trade secret information, you must plainly mark the information as "Trade Secret" and refer to the appropriate section of the Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. Only information claimed to be a trade secret at the time of submittal to the Mendocino County, marked as "Confidential", "Trade Secret" or "Proprietary" and accepted by the County or the City as exempt from disclosure, will be treated as a trade secret. Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the County or the City may not be in a position to establish that the information that a Vendor submits is a trade secret. If a request is made for information marked "Trade Secret" or "Proprietary", the County and/or City will provide Vendor(s) who submitted the information with reasonable notice in order for Vendor(s) to seek protection from disclosure by a court of competent jurisdiction.

4.23 Subcontracting and Listing

No activities or services included as part of this proposal may be subcontracted to another organization, firm, or individual without the written approval of the County and/or City. Such approval will not be unreasonably withheld. The reporting of the intent to use subcontractors and its listing is to be clearly identified in the proposal in the manner stipulated in the Proposal response where called for. It is understood that the Vendor is responsible for the satisfactory accomplishment of the service or activities included in a sub contract.

4.24 Debarment

The County and/or the City may elect to not make any award or permit any award or contract at any tier to any party that is debarred, suspended, or in any way is excluded from procurement actions by any

Federal, State or Local governmental agency. If information becomes available, such evidence may be grounds for non-award or nullification of the Franchise Agreement.

5 PROPOSAL PREPARATION INSTRUCTIONS

5.1 Franchise Agreement

Attachment B of this RFP includes a Draft Franchise Agreement for the services to be provided by the Vendor submitting a Proposal in response to this RFP. Vendor may include suggested revisions to the Draft Franchise Agreement with its Proposal. The County and/or City may consider reasonable amendments to the Draft Franchise Agreement during negotiations; however, the County or the City is under no obligation to accept or make such amendments.

After responses are submitted to this RFP, the County nor the City shall entertain or accept any increase in the prices proposed or reduction in revenue for services unless the County and/or City requests new or additional services that are not contemplated under the Draft Franchise Agreement. A Vendor's failure to review or understand the requirements in the Draft Franchise Agreement shall not constitute sufficient grounds for the Vendor to receive an increase in the proposed fees. If a price increase is requested, or revenues reduced under such circumstances, or if a Vendor refuses to sign the Franchise Agreement, the County or the City may terminate its discussion with that Vendor and award to Franchise Agreement to a different Vendor.

5.2 Receipt of Proposals

The County will accept proposals to furnish all labor, equipment, materials, tools, insurance, supervision, and all other items incidental thereto, and to perform all work necessary and specified in the prescribed manner and time to provide Collection Services in the County Service Area and/or the City Service Area in accordance with the terms and conditions set forth in the Franchise Agreement. Three (3) hard copies and one (1) electronic **proposal will be accepted until 2:00 p.m. PT July 30, 2021 as listed below.**

Each proposal and supporting documentation must be clearly labeled: "PROPOSAL FOR RESIDENTIAL AND COMMERCIAL GARBAGE, RECYCLABLE MATERIAL AND ORGANIC WASTE COLLECTION SERVICES FRANCHISE AREA NO. 2" and/or ""PROPOSAL FOR RESIDENTIAL AND COMMERCIAL GARBAGE, RECYCLABLE MATERIAL AND ORGANIC WASTE COLLECTION SERVICES FORT BRAGG FRANCHISE AREA " by the proposal submission date. Vendors must also include their company name and address on the proposal. Proposals must be delivered to:

Mendocino County – Department of Transportation Attention: Amber Fisette 340 Lake Mendocino Drive Ukiah, CA 95482

Vendors are responsible for making certain that proposals and addenda or written modifications are delivered to the County at the above address.

No proposals will be accepted by oral communication, telephone, or fax. Proposals may be withdrawn prior to the above scheduled time set for receipt of proposals. No Vendor may withdraw a proposal after the above scheduled time for opening the proposals. Any proposal received after the date and hour specified will be rejected.

The County reserves the right to postpone the date and time for opening proposals through an addendum.

5.3 General Provisions

All prices and proposals must be in ink or typewritten. No pencil figures or erasures are permitted. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by person signing the proposal. All proposals must be signed in ink with the firm's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

5.4 Pre-Proposal Video Conference

A **MANDATORY PRE-PROPOSAL VIDEO CONFERENCE** will be held on June 29, 2021 at 2:00 p.m. PT, via Zoom. Vendors must provide a completed Form A – Communication Protocol three (3) days prior to mandatory pre-proposal video conference. The invitation to the mandatory pre-proposal video conference will be sent to the Vendors once Form A has been received by the County.

Failure to attend the mandatory pre-proposal video conference shall render a proposal submitted by a non-attendee to be deemed non-responsive, and the proposal from the non-attendee shall not be considered for award. Failure to do so will result in any response submitted by that Vendor to be deemed non-responsive and their proposal shall not be considered for award. Decisions on these matters by the County shall be final.

At the pre-proposal video conference, representatives of the County and the City will be available to answer questions and explain the intent of this RFP. To the extent possible, the County and the City will answer questions or concerns that may be raised at that time. After the pre-proposal video conference, the County and the City will prepare written documentation to answer questions which were addressed at the pre-proposal video conference which relate to interpretation of, or changes to, the RFP documents which the County deems appropriate for clarification. The documentation will be divided into two (2) areas:

- Items which only require clarification, interpretation, or explanation; and,
- Items which require an addition, deletion, or change to the proposal documents. (Answers to items in this category will be accompanied by the appropriate amended portion of the RFP document.)

Vendors are again cautioned that only interpretations of, or changes to, the RFP documents received from the County in writing may be relied upon. Each Vendor must execute and return to the County with its proposal acknowledgments of its receipt of each addendum.

After the pre-proposal video conference, written questions submitted by Vendors that attended the pre-proposal video conference and received by the County no later than 4:00 p.m. PT on July 15, 2021, will be responded to in writing by the County and/or the City. The County will post all questions and the County and City's responses on the website dedicated to this RFP.

5.5 Preparation of Proposals

Vendors shall provide an electronic copy of the complete proposal, in a single PDF file. All blank spaces must be filled in and noted, in **blue ink or typed**, with amounts extended and totaled as appropriate.

All required original signatures must be in **blue ink**. All corrections made by the Vendor to any part of the RFP document must be initialed in **blue ink**.

Only one (1) proposal from any individual, firm, partnership, or corporation under the same or different names will be considered.

Proposals by corporations must be executed in the corporate name by two (2) corporate officers. The original RFP submitted must be signed as an original. One signature must be from the chairman, president, or vice-president, and the other signature must be from the chief financial officer, assistant treasurer, secretary, or assistant secretary. The corporate address and state of incorporation must be shown below the signature.

Proposals by partnerships must be executed in the partnership name and signed by a partner. His/her title
must appear under his/her signature, and the official address of the partnership must be shown below the signature.

Proposals by limited liability companies must be executed in the company's name and singed by a managing member.

No Vendor shall take exception to the specifications herein, except with respect to comments to the Draft Franchise Agreement provided by the Vendor in accordance with Section 5.7.6 of this RFP. Vendor taking exception to the specifications may be rejected as non-responsive and its Proposal shall not be considered for award.

The County and the City prefer that the Proposal be as brief as practicable, but responsive to all of the requirements of this RFP. Extraneous marketing information and company propaganda should not be submitted, unless it contains information specifically requested herein.

5.6 Authorization to Bind Submitter of Proposal

Proposals are to be signed by an officer of the company authorized to bind the submitter to its provisions. Proposals are to contain a statement indicating the period during which the Proposal will remain valid. A period of not less than one hundred and twenty (120) days is required.

Failure to manually sign the appropriate Proposal forms will disqualify the Vendor and the Proposal will not be considered.

5.7 Proposal Content

In order to expedite the evaluation process, each proposal shall be organized in accordance with this Section as outlined in Table 3. Instructions for preparing each section of the proposal shown in the outline are given in the following subsections. Proposals that do not follow the specified format outlined below, or fail to provide the required documentation, may receive lower scores during the evaluation process. In the event of any conflict between any of the proposal documents, resolution thereof shall be in the County and/or City's sole discretion.

The Vendors shall provide the information as requested and as applicable to the proposed services. Headings and section numbering utilized in the proposal shall be the same as those identified in Table 6. Proposals shall include the following information in the format indicated.

Section	Table 3 Outline for Proposal
	COVER LETTER
1	EXECUTIVE SUMMARY
	PROPOSAL BOND
	SIGNED COPIES OF ADDENDA
	TABLE OF CONTENTS
2	QUALIFICATIONS
3	STATEMENT OF FINANCIAL QUALIFICATIONS
4	TECHNICAL PROPOSAL

Section	Table 3 Outline for Proposal
5	FORMS (Section 7)
6	SERVICE EXCEPTIONS/ALTERNATIVES (if applicable)
7	APPENDIX

5.7.1 <u>Cover Letter, Executive Summary, Proposal Bond, Performance Bond Commitment Letter,</u> <u>Signed Copies of Addenda, Table of Contents</u>

All proposals must be accompanied by a cover letter not exceeding the equivalent of four (4) pages and should provide as follows:

- Name, address, telephone number, fax number, and email address of applicant's key contact person.
- Description of the type of organization (e.g. corporation, partnership, limited liability company, including joint venture teams and Subcontractors) submitting proposals.
- Name of the entity that will sign the Franchise Agreement, in the event one is awarded.
- A written statement warranting that the requirements of the Draft Franchise Agreement as described in this RFP document, its enclosures, and all addenda, by listing all addenda and dates received, have been thoroughly reviewed and the Vendor has conducted all due diligence necessary to confirm material facts upon which the proposal is based.
- A written statement acknowledging that if the County and/or City awards the Collection Service to the Vendor, that the Vendor shall pay the County and/or City the Proposal Development Fee up to but not exceeding \$50,000 for the cost of this procurement. This one-time payment is due within thirty (30) days after the Franchise Agreement is executed.
- A written statement acknowledging that the Vendor will not receive any additional compensation that is not included in the Vendor's Rate Proposal Forms.
- A written statement acknowledging the validity of the proposal contents including proposed Service Rates and pricing for a period of one hundred eighty (180) days.
- A written statement acknowledging that the Vendor will enter into the Franchise Agreement with the County and/or City if selected as the County and/or City's Collection Service provider.

The following items should be appended to the cover letter:

- Executive Summary Not to exceed six (6) pages. Must highlight the major elements of the Vendor's qualifications and proposal, including a brief description of the Vendor's initial transition plan and schedule, and facilities to be used. All information should be provided in a concise manner.
- Proposal Bond;
- Performance Bond Commitment Letter;
- Signed Copies of Addenda acknowledging receipt; and

Table of Contents.

5.7.2 <u>Qualifications</u>

Key Staff Persons (including Vendor's Service Supervisor and Collection Service Manager assigned to the County). Vendors must identify each person and provide resumes for key staff proposed for the service identified herein. Of key importance to the County and the City is demonstrated experience in providing residential and commercial collection services, and knowledge of collection containers and automated collection vehicles. Additionally, Vendors must demonstrate experience and ability to work closely with the current hauler and County and City staff during the transition period, and on an ongoing basis with County and City staff during the Branchise Agreement.

Staff Responsibilities. Vendors must provide names and resumes of principal officers, partners, or other officials or managers who will be performing substantive responsibilities required under the Franchise Agreement. Vendors must describe relevant technical experience of key personnel, their background in Garbage, Recyclable Material, and Organic Waste collection/processing.

References. Vendors must provide a minimum of four (4) clients that the County and the City may contact to conduct a reference check. The Vendor must be providing or have provided similar services as requested herein to these references the within the last three (3) years.

Conflict of Interest Statement. Vendors must warrant that no gratuities have been or will be offered or given by Vendor, or any agent or representative of the Vendor, to any officer or employee of the County and/or City or any participant in the selection of a Vendor to furnish the services described herein in order to secure a favorable treatment regarding the evaluation, scoring, and Franchise Agreement award process.

Litigation and Notice of Violation History. For all Litigation and Notice of Violation History, Vendor may limit disclosures to the following California counties: Humboldt, Trinity, Tehama, Glenn, Lake, Sonoma, Shasta and Colusa. The Vendor must provide a history for the last five (5) years of all claim settlements, arbitrations, litigation proceedings, and civil actions involving One Hundred Thousand Dollars (\$100,000) or more, and all criminal actions in which the company, its parent company, subsidiaries, all partners, or principals were involved. For each case, the Vendor must provide the following:

- The name of the claim, arbitration, litigation or action;
- The amount at issue or the criminal charges alleged; and
- The resolution of the case.

The Vendor must also provide details of any current or threatened legal actions in California against the Vendor or its parent company, subsidiaries, all partners, principals, or joint venture company(ies) by a governmental entity Franchise Agreement with the Vendor or its parent company for services relating to solid waste management, or against such a government entity by the Vendor or its parent company or joint venture company(ies). For each action, the Vendor must provide the following:

- The name of the action;
- The court in which the action is pending;
- The action number; and
- The amount at issue.

The Vendor shall provide a list of all Notice of Violations and/or enforcement actions taken against it during the last five (5) years by any regulatory agency such as, but not limited to, the United States Environmental Protection Agency, Air Quality Management District, a Local Enforcement Agency under the California Integrated Waste Management Act, or Cal/OSHA. The list shall include the name of the regulatory agency and the date of the enforcement action and a copy of any Notice of Violation.

The Vendor shall inform the County if it has had a permit, franchise, license, entitlements or business licenses that have been revoked or suspended in the last five (5) years.

The Vendor must list any liquidated damages, administrative fines, charges, or assessments that total Fifty Thousand Dollars (\$50,000) or greater in any one (1) calendar year during the last five (5) years that have been paid by the Vendor to a public agency as a result of solid waste management services provided by Vendor. The list shall include the name of the public agency, the date and amount of the liquidated damages, administrative fines, charges, or assessments, and the reason the public agency assessed the liquidated damages, administrative fines, charges, or assessments.

The Vendor must list any claims against a bid, proposal, or performance bond and the results and failure to receive a bid, proposal, or performance bond, or any Franchise Agreement defaults or termination in the last fifteen (15) years.

5.7.3 <u>Financial Qualifications</u>

The Vendor must provide a written statement of its financial qualifications to perform the work described in this RFP. The statement must thoroughly describe and provide documentation of the Vendor's ability to secure financing for all trucks, facilities, other equipment and labor required to perform all services described in this RFP, as must include the total estimated amount of expense and financing that is expected to be incurred and utilized in performing the work.

This statement must be accompanied by a letter from Vendor's bank/financial institution clearly stating that the Vendor has adequate assets and/or irrevocable line of credit that is sufficient to compensate for all required payments to the County, capital costs, equipment costs, start-up costs, and a minimum of three (3) months' operating costs.

The Vendor must provide copies of audited financial statements for the entity that is proposed to sign the Franchise Agreement, for the most recent three (3) fiscal years. Audited financial statements should include: balance sheet, income statement, statement of changes, footnotes, and subsidiary schedules.

In the event that a Vendor does not have audited financial statements, three years of business tax returns, with supporting schedules, may be provided. However, tax returns are not an alternative to providing audited financial statements; if the Vendor has audited financial statements, those must be provided.

The County and the City reserve the right to require submission by Vendor, at no cost to the County or City, an opinion by a Certified Public Accountant with regard to the financial status of such Vendor, including ownership of, or interest in, equipment and facilities prior to award of a Franchise Agreement.

As is set forth in this RFP, the County and the City will make reasonable efforts, but makes no representation, that it will be able to maintain total confidentiality of Vendor's financial information. A Vendor that submits financial information that it asks to have treated as confidential should submit a statement justifying the request, reference it in the proposal and label it as a separate attachment, clearly identifying it as confidential. At all times, the County and the City will comply with the provisions of the California Public Records Act.

5.7.4 Technical Proposal

Vendors are required to provide a description of the manner in which the requested services are to be provided. The work plans must address and include those items as specified below.

The County and the City will place significant emphasis on Vendor's proposed work plans during the evaluation process. At a minimum, Vendors shall include the following work plans:

5.7.4.1 Transition Plan

Vendors shall provide a detailed Transition Plan that describes the plans and schedule of events for the provision of new services. The Transition Plan will be included as an exhibit to the final Franchise RFP No. DOT 210004 Page 40

Agreement, when approved by the County and/or the City. The Transition Plan must, at a minimum, address the following items:

- In concise terms, what the Vendor will accomplish prior to the start of Collection Services;
- How Service Recipients will select the size and number of Carts or Bins;
- How the Vendor will retain the current franchisee's employees;
- How the Vendor will provide transition services;
- The specific types of education and outreach activities that will occur, including specific frequencies and amounts of education and outreach, by type of activities;
- How the transition will be coordinated with the current services, current hauler, and with the County and/or City (switching of containers, billing system, etc.); and
- Transition schedule and weekly timing plan to transition from the current collection system to the Vendor's collection system, for public education and outreach on new services, and for removal and replacement of Carts and Bins.

In developing the Transition Plan, Vendors should consider that the County and the City strongly seek to reduce disruption to Service Recipients during the transition period.

5.7.4.2 Operations Plan

Vendors shall provide a detailed Operations Plan that presents the specific collection and processing programs that will be implemented in the County and in the City. The Operations Plan will be separated into a Collection Service Operations Plan (the approved plan will be included as an exhibit to the final Franchise Agreement). This must address items as listed above and also include:

- A. VEHICLES
 - A listing of the Vendor's collection equipment and all accessories by type, model, year of manufacture, and anticipated remaining useful life, as of the date of the inventory;
 - Collection vehicles are to be provided, delivery guarantees by manufacturers shall be included in the proposal if new equipment to be provided to the County;
 - Vehicle fuel type, size, number of axles, gross vehicle weight, maximum load capacity, turning diameter, number of collection compartments, for all collection vehicles (front loader, side load, rear load, single-body, split-body collection, regular compactor, small compactor, pup trucks, etc.);
 - How Vendor's collection vehicles will reduce air emissions, and reduce wear and tear on the County and the City's streets;
 - How the Vendor will use technology, such as GPS, to track and monitor collection and identify the proposed technology brand to be used;
 - The appearance of the vehicles including the color and information to appear on the outside of the vehicle;
 - Vehicle maintenance program, including response/replacement/repair time for vehicles on route; and
 - The scheduled maintenance and cleaning of the vehicles.
- B. CONTAINERS
 - The sufficiency of the containers' capacity based on the requirements of the Collection Services;

- The suitability of containers to be used in areas that have may have limited space, or are in Bin enclosures;
- Ease of cleaning and the appearance of the containers including their colors and information to be imprinted on any new containers; and
- Container maintenance program, including response/replacement/repair time for containers.
- C. ROUTE OPERATIONS
 - The number of vehicles required for the collection programs, and the number of routes to be performed by each service line and material type collected;
 - The number of containers collected per hour by service line and material type collected;
 - Total number of route hours (8 or 10 hours/day), and the total hours on-route by service line and material type collected;
 - The number of vehicle passes per Service Recipient;
 - Number of crew members required per vehicle and their responsibilities;
 - The advantages and disadvantages of the type of vehicle chosen (particularly with regard to noise, emissions, and the impact on the County and the City's roads);
 - How drivers and dispatch will communicate while on route to resolve customer service requests/complaints;
 - Methods used by drivers to monitor contamination and how this will be communicated to Service Recipients;
 - Methods used to reduce or address fugitive refuse from collection vehicles;
 - The material type each vehicle will collect; and
 - Approach to conducting annual route audits to verify the service levels and Service Recipient billing is 100 percent correct.
- D. FACILITIES
 - The name and owner of the facilities to be used for Recyclable Material and Organic Waste processing, corporation/maintenance yard, customer service, etc., their location and distance from the Franchise Area;
 - Recovery rates for the Recyclable Material and the Organic Waste processing facilities, net of residual.
 - Operating limitations of the Recyclable Material and Organic Waste Processing Facilities (i.e., contamination/residual, material types accepted, hours, etc.);
 - How Recyclable Materials and Organic Waste will be marketed and sold, contingencies for changes in markets, and the average dollar/ton received for the sale of Recyclable Material; and
 - The permitted capacity of each facility and the ability to accommodate the County and City's operations over the term.
- E. SAFETY
 - Staffing safety requirements, including physical, drug, and alcohol testing requirements;
 - Hazardous Waste, including E-Waste and U-Waste, management protocols; and
 - Health and safety management procedures.

- F. REPORTING
 - Detailed AB 341, AB 939, AB 1594, AB 1826, and SB 1383 monitoring and reporting, including electronic transmission of reports to County and the City;
 - Method used to track tonnage collected, disposed, processed, and residue disposed; and
 - Process for reporting Service Recipient complaints and dispute resolution to the County and the City.

5.7.4.3 Customer Service Plan

Vendors shall provide a detailed Customer Service Plan that specifies the customer service operations that will be used in the County and the City. The Customer Service Plan will be included as an exhibit to the final Franchise Agreement, when approved by the County and/or the City. Customer service hours should be noted. The Customer Service Plan must include the following:

- Protocol for receiving customer calls, issuing work orders, closing work orders, and call backs to Service Recipients;
- Protocol for Service Recipient billing, billing changes, and billing disputes;
- Whether or not a new phone system and/or new website will be included;
- Staffing levels to ensure excellent customer service and limited wait times (state the number of customers per Customer Service Representative); and
- Payment programs and options providing alternatives for Service Recipients to pay.

5.7.4.4 Diversion Plan

Vendors are required to provide a description of the diversion and sustainability programs associated with providing the requested services. This may include, without limitation, the Vendor's approach in obtaining the diversion goals specified in this RFP. Vendors <u>must</u> provide diversion estimates, which must not be less than the minimum diversion required in this RFP, and <u>must</u> be tied to specific collection methods and public education programs. Failure to provide the estimated diversion tonnages and diversion estimates will be grounds for disqualification. The Diversion Plan will be included as an exhibit to the final Franchise Agreement, when approved by the County and/or the City. The Diversion Plan must, at a minimum, include the following:

- Vendor's approach to meeting the County and the City's diversion requirements, as well as CalRecycle's fifty (50) percent diversion requirement, and assisting the County and the Cioty with meeting CalRecycle's seventy-five (75) percent diversion goal by June 31, 2031. This must be done by specific diversion programs by program type (SFD, MFD, Commercial, Recyclable Material, Organic Waste, Bulky Waste, etc.);
- Diversion facilities to be used (including name, location, owner/operator, permit status, and permitted capacity);
- A schedule showing specific programs and tasks, milestones, and time frames for meeting the diversion requirements, as specified in this RFP; and
- A table segregated by SFD, MFD, Commercial, and Additional Services that estimates tonnages for Recyclable Material and Organic Waste delivered and processed, and the estimated residual tonnages for each calendar year of the Franchise Agreement beginning with calendar year 2021;
- Vendor's approach to reducing contamination of Recyclable Materials and Organic Waste;
- Vendor's approach to reducing air emissions, and wear and tear on the County and the City's roads;

- Environmental Stewardship (all environmental management policies and activities related to the proposed activities should be described, including the use of alternative fuel vehicles, use of recycled products throughout operations, internal waste reduction and reuse protocol, water and resource conservation activities within facilities (design, construction and operation), compliance with laws governing E-Waste, HHW, and U-Waste, and use of non-toxic products when possible);
- Use of local vendors; and
- Innovative "green" approach to providing services.

5.7.4.5 Education and Outreach Plan

Vendors shall provide a detailed Education and Outreach Plan that specifies the methods and public education materials that will be used for program start-up, and throughout the Franchise Agreement term for the County and the City. Specific attention should be given to methods to achieve high participation and diversion through Recycling and Organics Collection programs, County and City-Supported Events, and on-going "how to" promotions. The Education and Outreach Plan will be included as an exhibit to the final Franchise Agreement, when approved by the County and/or the City. Specifically, Vendors must address all items as discussed in Section 3.5.3 of this RFP, as well as the following:

- Implementing aggressive public education programs, especially with MFD and commercial solid waste generators, to meet the County and the City's diversion requirements;
- Methods to reduce contamination of Recyclable Material and Organic Waste;
- Educating Service Recipients on the benefits of participation in Recycling and Organics Collection programs; and
- Implementing public education and outreach programs in the County and the City's schools, business community, County an City facilities, and special events.

5.7.5 Forms

Vendors must complete Forms 1-7 of Section 7, in the order they are listed in Section 7 with their proposals. Vendors shall use only the forms and format provided. Any deviation from those provided may be grounds for rejection of the entire proposal.

Vendors shall submit multiple copies of a form if appropriate. For example, if a Vendor is proposing more than one potential Organic Waste Processing Facility, the Vendor must complete one set of Service Recipient rate forms for each Organic Waste Processing Facility proposed. The Vendor may select to complete multiple Form 6's in Section 7 as they propose for the Base Bid or Bid Alternate A and or Bid Alternate B.

Vendors must provide their proposed Service Rates. Vendors shall use only the forms and format provided. Any deviation from those provided may be grounds for rejection of the entire proposal. *Proposed rates must include recycling and organics programs that are fully compliant with SB 1383 regulations, and all requirements under AB 1594, AB 341, SB 1826, and any other existing applicable regulations.*

5.7.6 Proposal Service Alternatives and Agreement Exceptions

Vendors may submit alternatives to the services listed in this RFP, or exceptions to the Franchise Agreement language. However, Vendors must propose on all required services as included in this RFP or their proposal will be rejected as being non-responsive. If service alternatives or Franchise Agreement exceptions are presented, as provided for in this section of the RFP, they must be included as an attachment to the proposal and must contain the price of the service alternatives using the forms provided

in Section 7 of this RFP, and must include specific language necessary for inclusion in the Franchise Agreement.

Each Franchise Agreement exception must be presented by stating: The specific exception, the page and line numbers of the exception, the suggested changes to the program related to the exception, the suggested changes in the Franchise Agreement language related to the exception, the manner in which the proposed change would benefit the County and/or the City, the Service Recipients or both.

Please note that the County nor the City have an obligation to accept any proposed service alternative or Franchise Agreement exception. Proposals will be evaluated based on the required services and Agreement language as set forth in this RFP.

5.7.7 <u>Appendix</u>

Vendors may provide any additional technical information (i.e. only information specifically related to equipment of services to be provided) that they believe to be applicable to this proposal and include such information as an appendix. Vendors are discouraged to include marketing material, education and outreach material or other additional information not related to the equipment or services to be provided.

5.8 Evaluation of Proposals

Those proposals that have passed the initial "Pass/Fail" review described below will be evaluated and scored by the Evaluation Team, which may consist of County and City staff members, consultants, County Council members and City Councilmembers, based on the following evaluation criteria:

- Qualifications
- Technical Approach
- Sustainability
- Service Rates

The results of the evaluation process will be presented to the County Board of Supervisors and/or Fort Bragg City Council for direction on the next steps following the evaluation and negotiation process. In determining and evaluating the best proposal, the prices will not necessarily be controlling, but quality, equality, efficiency, utility, general terms, delivery, suitability of the service offered, and the reputation of the service in general use will also be considered, with any other relevant factors.

The following subsections provide a brief discussion of each of the evaluation criteria listed above.

5.8.1 Pass/Fail Review

A panel of County/City staff members and such other parties as the County/City deem necessary, will conduct an initial "Pass/Fail" review of all proposals submitted to check for completeness and compliance with the proposal requirements. Proposals that have been determined to be complete and in compliance with the proposal requirements will undergo further evaluation. Proposals that are not complete or are not in compliance with the submittal requirements may be disqualified from further evaluation and will be returned to the Vendor.

5.8.2 Qualifications

5.8.2.1 General Qualifications

The experience, past practices and prior performance of each Vendor will be evaluated to determine the relative ability of each Vendor to implement the program elements described in this RFP and to attain the County and the City's objectives for solid waste management. Qualifications, evaluation criteria and areas of experience to be considered will include without limitation:

 Qualifications and structure of project management team, relationships between management team and corporate management, and internal controls;

- Previous experience, past practice and prior performance providing services to jurisdictions of similar size;
- Successful prior operation of residential and commercial solid waste programs;
- Implementation and administration of complex solid waste collection systems, including equipment selection and route design;
- Successful operation of Recyclable Material and Organics programs that achieve high participation levels and diversion rates;
- Cost-effective processing and marketing of Recyclable Material and Organic Waste with demonstrated success in attaining highest and best uses for such materials (if applicable);
- Demonstrated expertise in implementing and maintaining customer service programs, including the development and use of performance measures and benchmarking;
- Previous experience, past practice and prior performance in successfully designing and implementing transition plans, relevant to this RFP;
- Experience in designing, implementing, and operating public education and information programs that promote high participation and diversion;
- Demonstrated expertise in designing and using data management systems to assure accurate data collection, analysis and reporting;
- References whom the County and the City may contact regarding past practices and prior performance; and
- Litigation history.

5.8.2.2 Financial Qualifications

Each proposal will be also evaluated to assess the relative financial capacity and strength of the Vendor. This will include without limitation:

- An evaluation of financial statements;
- A financial review of each Vendor, including a review of key financial indicators, outstanding debt and debt coverage ratios, ability to finance capital purchases and needed start-up investments in equipment; and
- Vendor's capacity and plans for responding to fluctuations in the value of recyclable material markets.

5.8.3 <u>Technical Approach</u>

The purpose of the technical review is to evaluate how the Vendor can meet the proposed performance specifications and criteria on a long-term basis, as well as transition. The technical evaluation will include without limitation:

- Vendor's overall collection approach (automated collection, split-body collection vehicles, diversion facilities to be used, types of containers to be used, etc.);
- Vendor's approach to transition that minimizes disruption to the community and Vendor's implementation schedule;
- Review of the Vendor's processing facility(ies) for Recyclable Material and Organic Waste. Vendors will be disqualified for offering a processing facility(ies) that is not fully permitted and/or is not capable of handling the volume and types of materials generated by the

County and/or City during the term of the Franchise Agreement, taking into consideration any existing obligations on the part of the facility(ies). Processing facilities must have appropriate permits from all applicable regulatory entities (including but not limited to CalRecycle and the Local Enforcement Agency) in place at all times;

- The location of proposed disposal and processing facilities, and effect of material transportation distances on greenhouse gas (GHG) emissions;
- Vendor's approach to providing a high quality and customized customer service program;
- Vendor's data management system for tracking customer service data, and providing accurate reports to the County and the City;
- Commitment to employee and public safety; and
- Vendor's approach to provide County and the City with annual updates on new innovations to consider.

5.8.4 <u>Sustainability</u>

5.8.4.1 Diversion Programs

Each proposal will be evaluated based on their approach to providing innovative, high quality and effective processing and marketing of Recyclable Material and Organic Waste, reducing greenhouse gas emissions, meeting or exceeding diversion requirements, and Vendor's internal sustainability practices.

5.8.4.2 Education and Outreach Program

Each proposal will be evaluated based on the Vendor's approach to provide effective and innovate strategies to delivering Education and Outreach materials to all Service Recipients that will results in higher awareness of and participation in all required services, promote achievement of diversion requirements, and reduce contamination of collected Organics and Recyclable Materials.

5.8.5 <u>Service Rates</u>

The Service Rate evaluation is intended to provide an equitable basis for comparison between proposals and an evaluation of the effect of programs on Service Rates. Only Service Rate information as submitted by Vendors will be used in this evaluation. The proposals will be reviewed to verify that the proposed Service Rates are consistent with the activities described in the proposal and the Vendor's work plans, and as part of the evaluation the County and the City may require that Vendors provide detailed assumptions made in developing their Service Rates. Proposed Service Rates, including rates for optional services, will be compared by services. Note, however, that Service Rates for alternatives as provided for in Section 5.7.6 of this RFP will not be included as part of the Service Recipient Rate evaluation.

Please note the following:

- Throughout the term of the Franchise Agreement, the selected Vendor may not charge for any service not explicitly included in the final Service Rates;
- Throughout the term of the Franchise Agreement, the selected Vendor will pay to the County, on a monthly basis a twelve percent (12 percent) Franchise fee to be remitted monthly to the County;
- Throughout the term of the Franchise Agreement, the selected Vendor will pay to the City, on a monthly basis a Twenty point Nine-six percent (20.96%) Franchise fee to be remitted month to the City:
- Throughout the term of the Franchise Agreement, the only adjustment to Service Rates will be as provided for via annual rate adjustments.

There will be no "true-up" of Vendor's revenue or of Service Rates, or increases in Service Rates if the information contained in this RFP is not accurate, or if there are changes in the types or level of service subscribed to by Service Recipients (i.e., account migration).

6 PASS/FAIL SUBMISSION CHECKLIST

THE FOLLOWING DOCUMENTS MUST BE SUBMITTED TO COMPRISE A COMPLETE PROPOSAL

Proposal Cover Letter (signed)
Proposal Bond
Addendum(s) (signed)
Table of Contents
Executive Summary
Qualifications
Statement of Financial Qualifications
Technical Proposal
 Forms (See Section 7) Form A – Communications Protocol Proposal Form 1 – Proposal Summary and Statement of Responsibility Proposal Form 2 – Vendor's Statement of Organization Proposal Form 3 - Drug-Free Workplace Proposal Form 4 – Non-Collusion Affidavit of Vendor Proposal Form 5 – Performance Bond Proposal Form 6 – Proposal Cost Proposal Form 7 – Certification of Cost Form
Service Exceptions/Alternatives (if applicable)
Appendix (if applicable)

7 PROPOSAL FORMS

Vendors that attended the Mandatory Pre-Proposal Video Conference must submit their original signed Form A as part of their proposal. Additionally, Vendors must complete and submit Forms 1-7 on the following pages as part of their proposal. Failure to complete and submit the required Forms may result in disqualification from this RFP process.

- Form A COMMUNICATIONS PROTOCOL
- Form 1 VENDOR SUMMARY AND STATEMENT OF RESPONSIBILITY
- Form 2 VENDOR'S STATEMENT OF ORGANIZATION
- Form 3 DRUG-FREE WORKPLACE
- Form 4 NON-COLLUSION AFFIDAVIT OF VENDOR
- Form 5 PERFORMANCE BOND FORM
- Form 6 PRICE FORMS
- Form 7 CERTIFICATION OF PRICE

PROPOSAL FORM A

COMMUNICATIONS PROTOCOL

Mendocino County and City of Fort Bragg commit to a procurement process for Garbage, Recyclable Materials and Organic Waste Collection Services to be open, objective and carefully monitored. The following rules will be adhered to and enforced.

Until the Mendocino County Council and/or the City of Fort Bragg City Council awards the Franchise Agreement, all contact between participants, participant's sub-contractors, sub-consultants, affiliates, lobbyists, legal or political advisors, or any individual or entity that may be assisting the participant in preparing a response to the Request for Proposal, or providing work to the participant should participant be selected, and Mendocino County and City of Fort Bragg, shall be in writing by email to:

Mendocino County Department of Transportation

Amber Fisette, Deputy Director of Transportation

fisettea@mendocinocounty.org

All communications between Mendocino County/City of Fort Bragg and a participant, along with the related responses, will be transmitted simultaneously to all participants that have signed into and attended the MANDATORY pre-proposal video conference and will be included as part of the evaluation record.

Any participant who fails to recognize or utilize this process of communications will be notified of its violation and many be subject to disqualification from the selection process at the sole discretion of Mendocino County/City of Fort Bragg.

Any contact or attempt to contact or directly interact with any elected or appointed official for the purpose of obtaining information or influencing the Request for Proposal Process, including the selection process, Form A must be disclosed and will be grounds for determination of non-compliance and disqualification from the selection process.

All participants must acknowledge and sign this statement as part of the RFP process. All participants must provide a signed version of this statement electronically three (3) days prior to the **Mandatory** pre-proposal video conference. Participants that do not provide this signed statement will be disqualified from this procurement process.

On behalf of my company/agency, I understand and accept the rules established in this statement.

Company Name:			
Representative:			
Title:			
Address:			
Phone:	Email:		
Authorized Representative:			
	(Printed name)		
Signature:		_	
Date:			

PROPOSAL FORM 1

PROPOSAL SUMMARY AND STATEMENT OF RESPONSIBILITY (SIGNATURE PAGE)

Proposals must be enclosed in a sealed envelope or package, clearly marked "Mendocino County RFP No. DOT 210004", and delivered by 2:00 p.m. July 30, 2021 to: Mendocino County Department of Transportation, Attn: Amber Fisette, 340 Lake Mendocino Drive, Ukiah, CA 95482.

Questions regarding this RFP should be directed to:

•	Procedural inquires:	Amber Fisette, Deputy Director of Transportation (707) 234-2838 fisettea@mendocinocounty.org
•	Technical inquires:	John Carlton, P.E., HDR (714) 730-2336 John.Carlton@hdrinc.com

This Proposal Summary and Statement of Responsibility (Signature Page) must be included with your submittal in order to validate your proposal. Proposals submitted without this page will be deemed non-responsive.

Vendor Authorized Representative

Company Name:

		Date:
Representative:		
Title:		
Phone:		
Address:		Fax:
Federal Tax ID No.:		Email:
RFP Contact Informat Contact Person:	ion (if different then above)	
Title:		
Phone:		Fax:
Address:		Email:

Proposal Form 1

PROPOSAL SUMMARY AND STATEMENT OF RESPONSIBILITY (SIGNATURE PAGE)

(CONTINUED)

Certifications:

1. Do you agree to comply with specifications, RFP instructions, draft contract requirements and other pertinent references contained in this RFP?

YES	🗌 NO
L YES	

2. Do you agree that the proposal will stand firm and will not be withdrawn for a period of 90 days after the proposal is opened?



3. Do you certify that all statements in the proposal are true? This shall constitute a warranty, the falsity of which shall entitle the County and/or the City to pursue any remedy authorized by law, and shall include the right, at the option of the County and/or the City, of declaring any contract made as a result thereof to be void.

🗌 YES	🗌 NO
-------	------

4. Do you agree to provide the County and/or the City with any other information the County and/ or the City determines is necessary for accurate determination of your qualifications to provide services?



5. Do you agree that the proposal amount includes all costs incident to the proposed contract?

🗌 YES	🗌 NO
-------	------

6. The County of Mendocino has adopted a Local Vendor Preference. Does your company meet the criteria for the five percent cost preference as a local vendor for the County of Mendocino, as described in Section IX(H)(2) AWARD AND CONTRACTING INFORMATION?



7. Do you agree to be an ePayable as described in Attachment G- Sample Mendocino County Contract?



Proposal Form 1

PROPOSAL SUMMARY AND STATEMENT OF RESPONSIBILITY (SIGNATURE PAGE)

(CONTINUED)

To the best of my knowledge and belief, the information provided in this initial determination of responsibilities is true and correct.

Authorized Representative:	
Autionzed Representative.	(Printed name)
Signature:	(Flined liame)
Signature.	
Date:	

PROPOSAL FORM 2 VENDOR'S STATEMENT OF ORGANIZATION

1. Full Name of Business Concern (Vendor):	
2. Principal Business Address:	
3. Mailing Address, including zip code:	
4. Telephone number, including area code:	
5. Fax number, including area code:	
6. E-mail address for business correspondence:	
7. Federal Tax Identification Number:	
8. Principal Contact Person(s) and Phone Numbers:	
9. Form of Business Concern (Corporation, Partnership, Joint Venture, Other):	
10. Provide names of partners or officers as appropriate and indicate if the individual has behalf of the Vendor. Provide proof of the ability of the individuals so named to legally	
Name Address	Title
1	
2	
3	
If a corporation, in what state incorporated:	
Date Incorporated:	
Month Day Year	

Proposal Form 2

VENDOR'S STATEMENT OF ORGANIZATION

(CONTINUED)

11. List all firms proposed to participate in this project (including the prime contractor, subcontractors, operators, major equipment suppliers, etc., if any):

Name	<u>Address</u>	Phone
1		
2.		
3.		
4.		

12. Outline specific areas of responsibility for each firm listed in Question 11.

1.	
2.	
3.	
4.	

- 13. Summarize the provisions of any agreement between the parties that assigns legal or financial liabilities or responsibilities.
- 14. If any of the responding firm(s) are a partially or fully owned subsidiary of another firm, or share common ownership with another firm, please identify the related firms and describe the relationships.
- 15. Provide a listing of all engagements the company has undertaken in the last five years that have resulted in a public record of:
 - Arbitration or litigation and the disposition of the cases.
 - Claims being filed by the Federal Government or the State of California.
 - Liens filed by suppliers or subcontractors. List with whom, for what and amount.

Proposal Form 2 Vendor's Statement of Organization

(CONTINUED)

16. INSURANCE COMPANY(S) (list all that are relevant):

	a. Name of company:
	b. Mailing Address, including zip code:
	c. Insurance Agent Name:
	d. Insurance Agent Telephone number, including area code:
	e. Insurance Agent Fax number, including area code:
	f. Insurance Agent e-mail address
17.	BONDING COMPANY:
	a. Surety Name:
	b. Surety Mailing Address, including zip code:
	c. Bonding Agent Name:
	d. Bonding Agent Mailing Address, including zip code:
	e. Bonding Agent Telephone number, including area code:
	f. Bonding Agent Fax number, including area code:
18.	FINANCIAL AND ACCOUNTING SERVICES COMPANY:
	a. Name of company:
	b. Mailing Address, including zip code:
	c. Accountant Name:
	d. Accountant Telephone number, including area code:
19.	LEGAL SERVICES FIRM:
	a. Name of firm:
	b. Firm Mailing Address, including zip code:
	c. Lead Attorney Name:
	d. Firm telephone number, including area code:

PROPOSAL FORM 3 DRUG-FREE WORKPLACE

The undersigned vendor (firm) hereby certifies that

does:

(Name of Company)

- 1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2. Inform employees about the dangers of drug abuse in the work place, the business's policy of maintaining a drugfree workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3. Give each employee engaged in providing the contractual services a copy of the statement specified in subsection (1).
- 4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section and the Draft Contract.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature

Date

PROPOSAL FORM 4 NON-COLLUSION AFFIDAVIT OF VENDOR

St/	ATE OF)		
Co	UNTY OF))SS	
00				
				, being duly sworn, deposes and says that:
1.	He/She is submitted the attache	ed Proposal;	of	the Vendor that has
<u>م</u>	Lie (Ohie te fully thefered			antente of the ottendend Duranesel and of all neutrop

- 2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- 3. Such Proposal is genuine and is not a collusive or sham Proposal;
- 4. Neither said Vendor nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Vendor, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collision or communication or conference with any other Vendor, firm, or person to fix the price or prices in the attached Proposal, or of any other Vendor, or to fix any overhead, profit or cost element of the Proposal or the response of any other Vendor, or to secure through any collusion, connivance, or unlawful agreement any advantage against the Mendocino County, California, City of Fort Bragg, California or any person interested in the proposed Contract; and
- 5. The attached cost Proposals are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Vendor or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed)

(Title)

Subscribed and sworn to before me this _____day of _____, 202____

Notary Public, State of California

My Commission Expires: _____

PROPOSAL FORM 5

PERFORMANCE BOND FORM

BOND NO:

CONTRACTOR'S PERFORMANCE AND PAYMENT BOND TO DUAL OBLIGEES

KNOW ALL MEN BY THESE PRESENTS, that	(Contractor), as Principal,		
and	(Bonding Company), as		
Surety, a corporation of	, whose principal office is		
located at	, are firmly bound unto the		
State of California and Mendocino County, a political subdivision the State of Calif	fornia, as Obligees, to fulfill the obligations of		
the Principal and the Surety under the Contract to which reference is hereafter ma	ade, in the amount of		
\$			
WHEREAS, Principal has by written Proposal dated Mendocino County pursuant to the terms and conditions set forth in the Contra			
NOW. THEREFORE, the condition of this obligation is such that if the	e Principal shall faithfully perform all the		

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform all the provisions of the Contract on its part, and pay all laborers, mechanics, subcontractors and material suppliers, and all persons who supply such person or persons or subcontractors with provisions and supplies for the carrying on of such work, and indemnify and hold harmless the Obligees from all loss, cost or damage which it may suffer by reason of the failure to do any of the foregoing, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

All persons who have furnished labor, materials or supplies for use in and about the work provided for in the Contract shall have a direct right of action under this bond, to the extent and in the manner set forth in RCW 39.08.

The said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the SPECIFICATIONS.

No final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

SIGNED AND SEALED THIS DAY OF	YEAR 202
SURETY	PRINCIPAL
Signature	Signature
Typed Name	Typed Name
Title	 Title
(SEAL)	

Proposal Form 6 BASE BID

SERVICE RATE PROPOSAL - INSTRUCTIONS

Form I - Base Bid – Franchise Area 2 - shall be submitted in hard copy on the Customer Rate Forms below. Vendor may provide service rate proposal for all of Franchise Area 2 or as alternate service area bid proposals for the Inland Service Area (Bid Alternate A), the Coastal Service Area (Bid Alternate B) and Fort Bragg Service Area (Bid Alternative C). Additional proposal forms are provided for bid alternate proposals.

Designated Tab	Instruction				
	Please include all proposed Maximum Service Rates for services available to <u>SFD</u> Service Recipients.				
<u>Tab A</u> SFD 2022 Rates	SFD collection containers will be provided by the County for start-up. Vendor to verify cart availability and provide additional carts needed for start-up service.				
	If the Vendor has additional <u>SFD</u> container size options or services that are not included in the requested services, please add them into the " Other " section with the corresponding rates.				
	Please include all proposed Maximum Service Rates for service levels and items available to MFD and Commercial Service Recipients.				
<u>Tab B</u> MFD 2022 Rates	MFD and Commercial collection containers will be provided by the County for start-up. Vendor to verify container availability and provide additional containers needed for start-up service.				
	If the Vendor has additional <u>MFD and/or Commercial</u> container size, frequency, or service options that are not included in the requested services, please add them into the " Other " section with the corresponding rates.				
	Please include all proposed Maximum Service Rates for <u>Additional</u> Service Items. (Roll-off pull rates, Recycling Buy-Back Center).				
<u>Tab C</u> Additional 2022 Rates	For any of the supplied <u>Additional</u> Service Items that the Vendor does not offer, please fill in as " N/A ". If the Vendor has <u>Additional</u> Service Item options that are not included in the supplied service levels, please add them into the " Other " section with the corresponding rates.				

Vendor's Name					
Form 6, Tab A: Base Bid Single-Family Dwelling Maximum Service Rates Inland Service Area Rate Schedule Effective 7/1/2022					
Service Descriptions	Billing Frequency	Proposed Bundled Rate			
96-Gallon Weekly Single -Family Automated Cart Service (96-Gallon Trash, 96-Gallon Recycling, 96-GallonOrganics)	per month				
64-Gallon Weekly Single-Family Automated Cart Service (64-Gallon Trash, 96-Gallon Recycling, 96-Gallon Organics)	per month				
32-gallon Weekly Single -Family Automated Cart Service (32-Gallon Trash, 96-Gallon Recycling, 96-Gallon Organics)	per month				
20-gallon Weekly Single -Family Automated Cart Service (20-Gallon Trash, 96-Gallon Recycling, 96-Gallon Organics)	per month				
96-Gallon EOW Single -Family Automated Cart Service (96-Gallon Trash EOW, 96-Gallon Weekly Recycling, 96-Gallon Weekly Organics)	per month				
64-Gallon EOW Single -Family Automated Cart Service (64-Gallon Trash EOW, 96-Gallon Weekly Recycling, 96-Gallon Weekly Organics)	per month				
Additional Trash Cart	each cart				
Additional Recycling Cart	each cart				
Additional Organics Cart	each cart				
Restart of Service (Auto-Resume Fee)	per occurrence				
Cart Delivery	per occurrence				
Cart Removal	per occurrence				
Cart Exchange	per occurrence				
Residential Cart Replacement Fee	per occurrence				
Single-Family Dwelling Other / Additional Services					
(Insert additional service or containers	per month				
(Insert additional service or containers	per month				

Vendor's Name					
Form 6, Tab A: Base Bid Single-Family Dwelling Maximum Service Rates Coastal Service Area Rate Schedule Effective 7/1/2022					
Service Descriptions	Billing Frequency	Proposed Bundled Rate			
96-Gallon Weekly Single -Family Automated Cart Service (96-Gallon Trash, 96-Gallon Recycling, 96-GallonOrganics)	per month				
64-Gallon Weekly Single-Family Automated Cart Service (64-Gallon Trash, 96-Gallon Recycling, 96-Gallon Organics)	per month				
32-gallon Weekly Single -Family Automated Cart Service (32-Gallon Trash, 96-Gallon Recycling, 96-Gallon Organics)	per month				
20-gallon Weekly Single -Family Automated Cart Service (20-Gallon Trash, 96-Gallon Recycling, 96-Gallon Organics)	per month				
96-Gallon EOW Single -Family Automated Cart Service (96-Gallon Trash EOW, 96-Gallon Weekly Recycling, 96-Gallon Weekly Organics)	per month				
64-Gallon EOW Single -Family Automated Cart Service (64-Gallon Trash EOW, 96-Gallon Weekly Recycling, 96-Gallon Weekly Organics)	per month				
Additional Trash Cart	each cart				
Additional Recycling Cart	each cart				
Additional Organics Cart	each cart				
Restart of Service (Auto-Resume Fee)	per occurrence				
Cart Delivery	per occurrence				
Cart Removal	per occurrence				
Cart Exchange	per occurrence				
Residential Cart Replacement Fee	per occurrence				
Single-Family Dwelling Other / Additional Services					
(Insert additional service or containers	per month				
(Insert additional service or containers	per month				

Vendor's Name						
Form 6, Tab B: Base Bid Service Rates Multi-Family Dwelling and Commercial Maximum Service Rates Inland Service Area Rate Schedule Effective 7/1/2022						
Service	Collection Frequency					
Service	1/week	2/week	3/week	4/week	5/week	6/week
-	Multi-Family Dwelling and Commercial Trash (Note: includes 96-Gallon Recycling and 96-Gallon Organics)					
32-Gallon Cart						
64-Gallon Cart						
96-Gallon Cart						
1 / 1.5 CY Bin						
2 CY Bin						
3 CY Bin						
4 CY Bin						
6 CY Bin						
2 CY Compactor						
3 CY Compactor						
4 CY Compactor						
Multi-Family Dwe	Multi-Family Dwelling and Commercial Recycling Only					
96-Gallon Cart						
1 / 1.5 CY Bin						
2 CY Bin						
3 CY Bin						
4 CY Bin						
		Vendor's Nar	ne			
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	Service and Com	orm 6, Ta Rates M mercial N Inland S Rate Schedule	ulti-Fami Iaximum ervice Ar	ly Dwellir Service R ea	ng ates	
				Frequency		
Service	1/week	2/week	3/week	4/week	5/wee	k 6/week
6 CY Bin						
2 CY Compactor						
3 CY Compactor						
4 CY Compactor						
Multi-Family Dwe	lling and Com	mercial Orga	nics (Green W	aste and Foo	d Waste)	
96-Gallon Cart						
1 / 1.5 CY Bin						
2 CY Bin						
3 CY Bin						
4 CY Bin						
6 CY Bin						
Temporary Services	5					
Special Pick-Up	o up to 3 cubic	; yards		eac	h	
Additional Star	ndby and Load	ling Time		per h	our	
Temporary Bins						
3 Cubic Yard Te	emporary Bin					
	Delivery, Rem	oval and up to	7 days renta	l per <u>l</u>	<u>pin</u>	
		Each add	litional pickup	per occu	rrence	
4 Cubic Yard Te	emporary Bin					

Vendor's Name				
Form 6, Tab B: Base Bid Service Rates Multi-Family Dwelling and Commercial Maximum Service Rates Inland Service Area				
Rate Schedule Effe	ctive 7/1/	2022		
Delivery, Removal and up to <u>7 da</u>	<u>ys rental</u>	per	<u>bin</u>	
Each addition	al pickup	per occ	urrence	
Other Services				
Locking Bin, Lock on Gate, enclosure Monthly Fee per lock per month				
Trip Charge/Dry Run		per occ	urrence	
Restart of Service (auto resume fee)		per occurrence		
Setup Fee		per occurrence		
Delivery Charge		per occ	urrence	
Delivery Charge Commercial Carts		per occ	urrence	
Multi-Family Dwelling and Commercial Other/Additional Services				
(insert additional service or containers w/frequency) per Occurrence				
(insert additional service or containers w/frequency)	per Oc	currence		

		Vendor's Nar	me			
	Service and Comi	Form 6, Ta Rates M mercial M Coastal S Rate Schedule	ulti-Famil laximum Service Ai	y Dwellin Service Ra rea	g ates	
Service	Collection Frequency					
Service	1/week	2/week	3/week	4/week	5/week	6/week
Multi-Family Dwe (Note: includes 96	-			s)		
32-Gallon Cart						
64-Gallon Cart						
96-Gallon Cart						
1 / 1.5 CY Bin						
2 CY Bin						
3 CY Bin						
4 CY Bin						
6 CY Bin						
2 CY Compactor						
3 CY Compactor						
4 CY Compactor						
Multi-Family Dwe	lling and Com	mercial Recy	cling Only			
96-Gallon Cart						
1 / 1.5 CY Bin						
2 CY Bin						
3 CY Bin						
4 CY Bin						

		Vendor's Nar	ne			
	Service and Com		ulti-Fami Iaximum Service Ai	ly Dwellir Service R rea	ng ates	
	ł	Rate Schedule		/2022 Frequency	_	
Service	1/week	2/week	3/week	4/week	5/wee	k 6/week
6 CY Bin						
2 CY Compactor						
3 CY Compactor						
4 CY Compactor						
Multi-Family Dwe	lling and Com	mercial Orga	nics (Green W	aste and Foo	d Waste)	
96-Gallon Cart						
1 / 1.5 CY Bin						
2 CY Bin						
3 CY Bin						
4 CY Bin						
6 CY Bin						
Temporary Services	5					
Special Pick-Up	o up to 3 cubic	: yards		eac	h	
Additional Star	ndby and Load	ling Time		per h	our	
Temporary Bins						
3 Cubic Yard Te	emporary Bin					
	Delivery, Rem	oval and up to	7 days renta	l per <u>k</u>	<u>pin</u>	
		Each add	litional pickup	per occu	rrence	
4 Cubic Yard Te	emporary Bin					

Vendor's Name				
Form 6, Tab B: Base Bid Service Rates Multi-Family Dwelling and Commercial Maximum Service Rates Coastal Service Area Rate Schedule Effective 7/1/2022				
Delivery, Removal and up to <u>7 da</u>		per	<u>bin</u>	
Each addition	al pickup	per occ	urrence	
Other Services				
Locking Bin, Lock on Gate, enclosure Monthly Fee per lock per month				
Trip Charge/Dry Run		per occ	urrence	
Restart of Service (auto resume fee)		per occurrence		
Setup Fee		per occurrence		
Delivery Charge		per occurrence		
Delivery Charge Commercial Carts		per occ	per occurrence	
Multi-Family Dwelling and Commercial Other/Additional Services				
(insert additional service or containers w/frequency)	rt additional service or containers w/frequency) per occurrence			
(insert additional service or containers w/frequency)	per occ	currence		

Vendor's Nar	ne					
Form 6, Tab C: Base Additional Services Maximum Inland Service Are	Service Rates					
Rate Schedule Effective 7/1/2022						
Service Descriptions	Billing Frequency	Proposed Rate				
Roll-Off Pull Rates						
Roll-Off Containers billed on a per pull plus disposal fee						
10 Cubic Yard Container per pull	per haul					
20 Cubic Yard Container per pull	per haul					
30 Cubic Yard Container per pull	per haul					
40 Cubic Yard Container per pull	per haul					
Additional/Alternate Services						
SFD Paper Shredding Event (once per year)	per event					
SFD Bulky Collection Event (up to twice per year by request)	per request					
MFD Bulky Collection Event (up to twice per year by request)	per request					
California Redemption Value Center (one location)	per year					

Vendor's Nar	me	
Form 6, Tab C: Base Additional Services Maximum Coastal Service Ar Rate Schedule Effective 7/1/	Service Rates ea	
Service Descriptions	Billing Frequency	Proposed Rate
Roll-Off Pull Rates		
Roll-Off Containers billed on a per pull plus disposal fee		
10 Cubic Yard Container per pull	per haul	
20 Cubic Yard Container per pull	per haul	
30 Cubic Yard Container per pull	per haul	
40 Cubic Yard Container per pull	per haul	
Additional/Alternate Services		
SFD Paper Shredding Event (once per year)	per event	
SFD Bulky Collection Event (up to twice per year by request)	per request	
MFD Bulky Collection Event (up to twice per year by request)	per request	
California Redemption Value Center (one location)	per year	

Form 6 BID ALTERNATE A – INLAND SERVICE AREA SERVICE RATE PROPOSAL - INSTRUCTIONS

Form I - Base Bid – Franchise Area 2 - shall be submitted in hard copy on the Customer Rate Forms below. Vendor may provide service rate proposal for all of Franchise Area 2 in total or as alternate service area bid proposals for the Inland Service Area (Bid Alternate A) and the Coastal Service Area (Bid Alternate B). Additional proposal forms are provided for bid alternate proposals.

Designated Tab	Instruction
	Please include all proposed Maximum Service Rates for services available to <u>SFD</u> Service Recipients.
<u>Tab A</u> SFD 2021 Rates	SFD collection containers will be provided by the County for start-up. Vendor to verify cart availability and provide additional carts needed for start-up service.
	If the Vendor has additional <u>SFD</u> container size options or services that are not included in the requested services, please add them into the " Other " section with the corresponding rates.
	Please include all proposed Maximum Service Rates for service levels and items available to MFD and Commercial Service Recipients.
<u>Tab B</u> MFD 2021 Rates	MFD and Commercial collection containers will be provided by the County for start-up. Vendor to verify container availability and provide additional containers needed for start-up service.
	If the Vendor has additional <u>MFD and/or Commercial</u> container size, frequency, or service options that are not included in the requested services, please add them into the " Other " section with the corresponding rates.
	Please include all proposed Maximum Service Rates for <u>Additional</u> Service Items. (Roll-off pull rates, Recycling Buy-Back Center).
<u>Tab C</u> Additional 2021 Rates	For any of the supplied <u>Additional</u> Service Items that the Vendor does not offer, please fill in as " N/A ". If the Vendor has <u>Additional</u> Service Item options that are not included in the supplied service levels, please add them into the " Other " section with the corresponding rates.

Vendor's Name		
Form 6, Tab A: Bid Alternate A Single-Family Dwelling Max Rate Schedule Effective	imum Service	
Service Descriptions	Billing Frequency	Proposed Bundled Rate
96-Gallon Weekly Single -Family Automated Cart Service (96-Gallon Trash, 96-Gallon Recycling, 96-GallonOrganics)	per month	
64-Gallon Weekly Single-Family Automated Cart Service (64-Gallon Trash, 96-Gallon Recycling, 96-Gallon Organics)	per month	
32-gallon Weekly Single -Family Automated Cart Service (32-Gallon Trash, 96-Gallon Recycling, 96-Gallon Organics)	per month	
20-gallon Weekly Single -Family Automated Cart Service (20-Gallon Trash, 96-Gallon Recycling, 96-Gallon Organics)	per month	
96-Gallon EOW Single -Family Automated Cart Service (96-Gallon Trash EOW, 96-Gallon Weekly Recycling, 96-Gallon Weekly Organics)	per month	
64-Gallon EOW Single -Family Automated Cart Service (64-Gallon Trash EOW, 96-Gallon Weekly Recycling, 96-Gallon Weekly Organics)	per month	
Additional Trash Cart	each cart	
Additional Recycling Cart	each cart	
Additional Organics Cart	each cart	
Restart of Service (Auto-Resume Fee)	per occurrence	
Cart Delivery	per occurrence	
Cart Removal	per occurrence	
Cart Exchange	per occurrence	
Residential Cart Replacement Fee	per occurrence	
Single-Family Dwelling Other / Additional Services		
(Insert additional service or containers	per month	
(Insert additional service or containers	per month	
(Insert additional service or containers	per month	

		Vendor's Nar	me			
Eorm	6 Tab B.		nate A – I	nland Sor	vice Area	
Form			ulti-Famil			
			laximum	-	-	
		Rate Schedule	Effective 7/1	/2022		
Service			Collection	Frequency		
Scivice	1/week	2/week	3/week	4/week	5/week	6/week
Multi-Family Dwe (Note: includes 96	-			s)		
32-Gallon Cart						
64-Gallon Cart						
96-Gallon Cart						
1 / 1.5 CY Bin						
2 CY Bin						
3 CY Bin						
4 CY Bin						
6 CY Bin						
2 CY Compactor						
3 CY Compactor						
4 CY Compactor						
Multi-Family Dwe	lling and Com	mercial Recy	cling Only			
96-Gallon Cart						
1 / 1.5 CY Bin						
2 CY Bin						
3 CY Bin						
4 CY Bin						

		Vendor's Nar	ne			
	Service and Com	Bid Altern Rates M mercial N Rate Schedule	ulti-Fami Iaximum	ly Dwellir Service R	ng	rea
6				Frequency		
Service	1/week	2/week	3/week	4/week	5/wee	k 6/week
6 CY Bin						
2 CY Compactor						
3 CY Compactor						
4 CY Compactor						
Multi-Family Dwe	lling and Com	mercial Orga	nics (Green W	aste and Foo	d Waste)	
96-Gallon Cart						
1 / 1.5 CY Bin						
2 CY Bin						
3 CY Bin						
4 CY Bin						
6 CY Bin						
Temporary Services	5					
Special Pick-Up	up to 3 cubic	: yards		eac	h	
Additional Star	ndby and Load	ling Time		per h	our	
Temporary Bins						
3 Cubic Yard Te	emporary Bin					
	Delivery, Rem	oval and up to	7 days renta	per <u>k</u>	<u>pin</u>	
		Each add	litional pickup	per occu	rrence	
4 Cubic Yard Te	emporary Bin					

Vendor's Name					
Form 6, Tab B: Bid Alternate A – Inland Service Area Service Rates Multi-Family Dwelling and Commercial Maximum Service Rates Rate Schedule Effective 7/1/2022					
Delivery, Removal and up to <u>7 da</u>	ays rental	per	<u>bin</u>		
Each addition	al pickup	per occi	urrence		
Other Services					
Locking Bin, Lock on Gate, enclosure Monthly F	ee	per lock per month			
Trip Charge/Dry Run		per occurrence			
Restart of Service (auto resume fee)		per occurrence			
Setup Fee		per occurrence			
Delivery Charge		per occurrence			
Delivery Charge Commercial Carts		per occurrence			
Multi-Family Dwelling and Commercial <u>Other/Additional Services</u>					
(insert additional service or containers w/frequency)	currence				
(insert additional service or containers w/frequency)	per Oc	currence			

Vendor's Nar	me							
Form 6, Tab C: Bid Alternate A – Inland Service Area Additional Services Maximum Service Rates Rate Schedule Effective 7/1/2022								
Service Descriptions	Billing Frequency	Proposed Rate						
Roll-Off Pull Rates	Roll-Off Pull Rates							
Roll-Off Containers billed on a per pull plus disposal fee								
10 Cubic Yard Container per pull per haul								
20 Cubic Yard Container per pull per haul								
30 Cubic Yard Container per pull	per haul							
40 Cubic Yard Container per pull	per haul							
Additional Services	Additional Services							
SFD Paper Shredding Event (once per year) per event								
SFD Bulky Collection Event (up to twice per year by request)	per request							
MFD Bulky Collection Event (up to twice per year by request)	per request							
California Redemption Value Center (one location)	per year							

Form 6 BID ALTERNATE B – COASTAL SERVICE AREA

SERVICE RATE PROPOSAL - INSTRUCTIONS

Form 6 - Base Bid – Franchise Area 2 - shall be submitted in hard copy on the Customer Rate Forms below. Vendor may provide service rate proposal for all of Franchise Area 2 in total or as alternate service area bid proposals for the Inland Service Area (Bid Alternate A) and the Coastal Service Area (Bid Alternate B). Additional proposal forms are provided for bid alternate proposals.

Designated Tab	Instruction
	Please include all proposed Maximum Service Rates for services available to <u>SFD</u> Service Recipients.
<u>Tab A</u> SFD 2022 Rates	<u>SFD</u> collection containers will be provided by the County for start-up. Vendor to verify cart availability and provide additional carts needed for start-up service.
	If the Vendor has additional <u>SFD</u> container size options or services that are not included in the requested services, please add them into the "Other" section with the corresponding rates.
	Please include all proposed Maximum Service Rates for service levels and items available to MFD and Commercial Service Recipients.
<u>Tab B</u> MFD 2022 Rates	MFD and Commercial collection containers will be provided by the County for start-up. Vendor to verify container availability and provide additional containers needed for start-up service.
	If the Vendor has additional <u>MFD and/or Commercial</u> container size, frequency, or service options that are not included in the requested services, please add them into the " Other " section with the corresponding rates.
	Please include all proposed Maximum Service Rates for <u>Additional</u> Service Items. (Roll-off pull rates, Recycling Buy-Back Center).
<u>Tab C</u> Additional 2021Rates	For any of the supplied <u>Additional</u> Service Items that the Vendor does not offer, please fill in as " N/A ". If the Vendor has <u>Additional</u> Service Item options that are not included in the supplied service levels, please add them into the " Other " section with the corresponding rates.

Vendor's Name						
Form 6, Tab A: Bid Alternate B – Coastal Service Area Single-Family Dwelling Maximum Service Rates Rate Schedule Effective 7/1/2022						
Service Descriptions	Billing Frequency	Proposed Bundled Rate				
96-Gallon Weekly Single -Family Automated Cart Service (96-Gallon Trash, 96-Gallon Recycling, 96-GallonOrganics)	per month					
64-Gallon Weekly Single-Family Automated Cart Service (64-Gallon Trash, 96-Gallon Recycling, 96-Gallon Organics)	per month					
32-gallon Weekly Single -Family Automated Cart Service (32-Gallon Trash, 96-Gallon Recycling, 96-Gallon Organics)	per month					
20-gallon Weekly Single -Family Automated Cart Service (20-Gallon Trash, 96-Gallon Recycling, 96-Gallon Organics)	per month					
96-Gallon EOW Single -Family Automated Cart Service (96-Gallon Trash EOW, 96-Gallon Weekly Recycling, 96-Gallon Weekly Organics)	per month					
64-Gallon EOW Single -Family Automated Cart Service (64-Gallon Trash EOW, 96-Gallon Weekly Recycling, 96-Gallon Weekly Organics)	per month					
Additional Trash Cart	each cart					
Additional Recycling Cart	each cart					
Additional Organics Cart	each cart					
Restart of Service (Auto-Resume Fee)	per occurrence					
Cart Delivery	per occurrence					
Cart Removal	per occurrence					
Cart Exchange	per occurrence					
Residential Cart Replacement Fee	per occurrence					
Single-Family Dwelling Other / Additional Services						
(Insert additional service or containers	per month					
(Insert additional service or containers	per month					
(Insert additional service or containers	per month					

		Vendor's Nar	ne				
Form							
	Form 6, Tab B: Bid Alternate B – Coastal Service Area Service Rates Multi-Family Dwelling						
			laximum	-	-		
		Rate Schedule	Effective 7/1	/2022			
Service			Collection	Frequency			
	1/week	2/week	3/week	4/week	5/week	6/week	
Multi-Family Dwe (Note: includes 96	-			s)			
32-Gallon Cart							
64-Gallon Cart							
96-Gallon Cart							
1 / 1.5 CY Bin							
2 CY Bin							
3 CY Bin							
4 CY Bin							
6 CY Bin							
2 CY Compactor							
3 CY Compactor							
4 CY Compactor							
Multi-Family Dwe	Multi-Family Dwelling and Commercial Recycling Only						
96-Gallon Cart							
1 / 1.5 CY Bin							
2 CY Bin							
3 CY Bin							
4 CY Bin							

		Vendor's Nar	ne			
	Service and Com	Bid Alterr Rates M mercial N	ulti-Fami Iaximum	ly Dwellir Service R	ng	rea
	F	Rate Schedule		/2022 Frequency		
Service	1/week	2/week	3/week	4/week	5/wee	k 6/week
6 CY Bin						
2 CY Compactor						
3 CY Compactor						
4 CY Compactor						
Multi-Family Dwe	lling and Com	mercial Orga	nics (Green W	aste and Foo	d Waste)	
96-Gallon Cart						
1 / 1.5 CY Bin						
2 CY Bin						
3 CY Bin						
4 CY Bin						
6 CY Bin						
Temporary Services	5					
Special Pick-Up	up to 3 cubic	; yards		eac	h	
Additional Star	ndby and Load	ling Time		per h	our	
Temporary Bins						
3 Cubic Yard Te	emporary Bin					
Delivery, Removal and up to 7 days rental			l per <u>k</u>	<u>pin</u>		
		Each add	litional pickup	per occu	rrence	
4 Cubic Yard Te	emporary Bin					

Vendor's Name					
Form 6, Tab B: Bid Alterr Service Rates M and Commercial N Rate Schedule	ulti-Fai Aaximu	mily Dw m Servi	elling		
Delivery, Removal and up to <u>7 da</u>	ays rental	per	<u>bin</u>		
Each addition	al pickup	per occ	urrence		
Other Services					
Locking Bin, Lock on Gate, enclosure Monthly F	ee	per lock p	er month		
Trip Charge/Dry Run	urrence				
Restart of Service (auto resume fee) per occurrence					
Setup Fee		per occurrence			
Delivery Charge		per occurrence			
Delivery Charge Commercial Carts	per occ	urrence			
Multi-Family Dwelling and Commercial Other/Additional Services					
(insert additional service or containers w/frequency) per occurrence					
(insert additional service or containers w/frequency)	per oc	currence			

Vendor's Nar	me						
Form 6, Tab C: Bid Alternate B – Coastal Service Area Additional Services Maximum Service Rates Rate Schedule Effective 7/1/2022							
Service Descriptions	Billing Frequency	Proposed Rate					
Roll-Off Pull Rates							
Roll-Off Containers billed on a per pull plus disposal fee							
10 Cubic Yard Container per pull per haul							
20 Cubic Yard Container per pull per haul							
30 Cubic Yard Container per pull	per haul						
40 Cubic Yard Container per pull	per haul						
Additional/Alternate Services							
SFD Paper Shredding Event (once per year) per event							
SFD Bulky Collection Event (up to twice per year by request)	per request						
MFD Bulky Collection Event (up to twice per year by request)	per request						
California Redemption Value Center (one location)	per year						

Vendor's Nar	me						
Form 6, Tab C: Bid Alternate B – Coastal Service Area Additional Services Maximum Service Rates Rate Schedule Effective 7/1/2022							
Service Descriptions	Billing Frequency	Proposed Rate					
Roll-Off Pull Rates							
Roll-Off Containers billed on a per pull plus disposal fee							
10 Cubic Yard Container per pull per haul							
20 Cubic Yard Container per pull per haul							
30 Cubic Yard Container per pull	per haul						
40 Cubic Yard Container per pull	per haul						
Additional/Alternate Services							
SFD Paper Shredding Event (once per year) per event							
SFD Bulky Collection Event (up to twice per year by request)	per request						
MFD Bulky Collection Event (up to twice per year by request)	per request						
California Redemption Value Center (one location)	per year						

Form 6 BID ALTERNATE C – FORT BRAGG SERVICE AREA SERVICE RATE PROPOSAL - INSTRUCTIONS

Form 6 - Base Bid – Fort Bragg Area - shall be submitted in hard copy on the Customer Rate Forms below.

Designated Tab	Instruction
<u>Tab A</u> SFD 2022 Rates	Please include all proposed Maximum Service Rates for services available to <u>SFD</u> Service Recipients. <u>SFD</u> collection containers will be provided by the County for start-up. Vendor to verify cart availability and provide additional carts needed for start-up service. If the Vendor has additional <u>SFD</u> container size options or services that are not included in the requested services, please add them into the " Other " section with the corresponding rates.
<u>Tab B</u> MFD 2022 Rates	Please include all proposed Maximum Service Rates for service levels and items available to <u>MFD and Commercial</u> Service Recipients. <u>MFD and Commercial</u> collection containers will be provided by the County for start-up. Vendor to verify container availability and provide additional containers needed for start-up service. If the Vendor has additional <u>MFD and/or Commercial</u> container size, frequency, or service options that are not included in the requested services, please add them into the " Other " section with the corresponding rates.
<u>Tab C</u> Additional 2022 Rates	Please include all proposed Maximum Service Rates for <u>Additional</u> Service Items. (Roll-off pull rates, Recycling Buy-Back Center). For any of the supplied <u>Additional</u> Service Items that the Vendor does not offer, please fill in as " N/A ". If the Vendor has <u>Additional</u> Service Item options that are not included in the supplied service levels, please add them into the " Other " section with the corresponding rates.

Vendor's Name		
Form 6, Tab A: Bid Alternate C – Single-Family Dwelling Max Rate Schedule Effectiv		
Service Descriptions	Billing Frequency	Proposed Bundled Rate
96-Gallon Weekly Single -Family Automated Cart Service (96-Gallon Trash, 96-Gallon Recycling, 96-GallonOrganics)	per month	
64-Gallon Weekly Single-Family Automated Cart Service (64-Gallon Trash, 96-Gallon Recycling, 96-Gallon Organics)	per month	
32-gallon Weekly Single -Family Automated Cart Service (32-Gallon Trash, 96-Gallon Recycling, 96-Gallon Organics)	per month	
20-gallon Weekly Single -Family Automated Cart Service (20-Gallon Trash, 96-Gallon Recycling, 96-Gallon Organics)	per month	
96-Gallon EOW Single -Family Automated Cart Service (96-Gallon Trash EOW, 96-Gallon Weekly Recycling, 96-Gallon Weekly Organics)	per month	
64-Gallon EOW Single -Family Automated Cart Service (64-Gallon Trash EOW, 96-Gallon Weekly Recycling, 96-Gallon Weekly Organics)	per month	
Additional Trash Cart	each cart	
Additional Recycling Cart	each cart	
Additional Organics Cart	each cart	
Restart of Service (Auto-Resume Fee)	per occurrence	
Cart Delivery	per occurrence	
Cart Removal	per occurrence	
Cart Exchange	per occurrence	
Residential Cart Replacement Fee	per occurrence	
Single-Family Dwelling Other / Additional Services		
(Insert additional service or containers	per month	
(Insert additional service or containers	per month	
(Insert additional service or containers	per month	

		Vendor's Nar	me				
Eorm 6							
Form 6,	Form 6, Tab B: Bid Alternate C – Fort Bragg Service Area Service Rates Multi-Family Dwelling						
		mercial M		-	-		
		Rate Schedule	Effective 7/1	/2022			
Service			Collection	Frequency			
	1/week	2/week	3/week	4/week	5/week	6/week	
Multi-Family Dwe (Note: includes 96	-			s)			
32-Gallon Cart							
64-Gallon Cart							
96-Gallon Cart							
1 / 1.5 CY Bin							
2 CY Bin							
3 CY Bin							
4 CY Bin							
6 CY Bin							
2 CY Compactor							
3 CY Compactor							
4 CY Compactor							
Multi-Family Dwe	Multi-Family Dwelling and Commercial Recycling Only						
96-Gallon Cart							
1 / 1.5 CY Bin							
2 CY Bin							
3 CY Bin							
4 CY Bin							

		Vendor's Nar	ne			
	Service	d Alterna Rates M mercial N	ulti-Fami	ly Dwellir	ng	Area
	F	Rate Schedule				
Service				Frequency		
	1/week	2/week	3/week	4/week	5/weel	k 6/week
6 CY Bin						
2 CY Compactor						
3 CY Compactor						
4 CY Compactor						
Multi-Family Dwe	lling and Com	mercial Orga	nics (Green W	aste and Foo	d Waste)	
96-Gallon Cart						
1 / 1.5 CY Bin						
2 CY Bin						
3 CY Bin						
4 CY Bin						
6 CY Bin						
Temporary Services	;					
Special Pick-Up	up to 3 cubic	; yards		eac	h	
Additional Star	dby and Load	ling Time		per h	our	
Temporary Bins						
3 Cubic Yard Te	emporary Bin					
Delivery, Removal and up to <u>7 days rental</u>			l per <u>k</u>	pin		
	-		litional pickup			
4 Cubic Yard Te	emporary Bin					

Vendor's Name						
Form 6, Tab B: Bid Alternate C – Fort Bragg Service Area						
Service Rates Multi-Family Dwelling and Commercial Maximum Service Rates						
Rate Schedule				•		
Delivery, Removal and up to <u>7 days rental</u>		per	<u>bin</u>			
Each additional pickup		per occurrence				
Other Services						
Locking Bin, Lock on Gate, enclosure Monthly Fee		per lock per month				
Trip Charge/Dry Run		per occurrence				
Restart of Service (auto resume fee)		per occurrence				
Setup Fee		per occurrence				
Delivery Charge		per occurrence				
Delivery Charge Commercial Carts		per occurrence				
Multi-Family Dwelling and Commercial Other/Additional Services						
(insert additional service or containers w/frequency)	per occurrence					
(insert additional service or containers w/frequency)	per oc	currence				

Vendor's Nar	ne				
Form 6, Tab C: Bid Alternate C – Fort Bragg Service Area Additional Services Maximum Service Rates Rate Schedule Effective 7/1/2022					
Service Descriptions	Billing Frequency	Proposed Rate			
Roll-Off Pull Rates	-				
Roll-Off Containers billed on a per pull plus disposal fee					
10 Cubic Yard Container per pull	per haul				
20 Cubic Yard Container per pull	per haul				
30 Cubic Yard Container per pull	per haul				
40 Cubic Yard Container per pull	per haul				
Additional/Alternate Services					
SFD Paper Shredding Event (once per year)	per event				
SFD Bulky Collection Event (up to twice per year by request)	per request				
MFD Bulky Collection Event (up to twice per year by request)	per request				
California Redemption Value Center (one location)	per year				

PROPOSAL FORM 7 PRICE FORM (CONTINUED) CERTIFICATION OF COST FORM

The Undersigned hereby certifies as follows:

- 1. That I, _____, on behalf of ______ (VENDOR), have personally and carefully examined the specifications and instructions for the work to be done for Mendocino County as set forth in this RFP, including the Draft Contract in Attachment B of this RFP.
- 2. That I, on behalf of ______(VENDOR) have made examination of the conditions in the County, the services applicable to the Proposal, and all other relevant facts and circumstances, and fully understand the character of the work to be done for the County.
- That, having made the necessary examination, the undersigned hereby proposes to furnish all materials, vehicles, equipment, storage and facilities, and to perform all labor and services which may be required to do said work upon the terms and conditions provided in the Contract, at the rates set forth on the Cost Forms that are attached hereto.

Dated this ______, 202___.

VENDOR

President/Partner/Owner Signature

President/Partner/Owner Printed Name

Secretary

Firm Name

The Vendor is an Individual _____; Partnership _____; Corporation _____; or other business entity_____; and is authorized to do business in the State of California.

Signature Instructions:

If business is a CORPORATION, name of the corporation should be listed, in full and both President and secretary must sign the form, OR if one signature is permitted by corporation by-laws, a copy of the by-laws shall be furnished to the County as part of the Proposal.

If business is a PARTNERSHIP, the full name of each partner should be listed followed by d/b/a (doing business as) and firm or trade name; any one partner may sign the form. If the business is an INDIVIDUAL PROPRIETORSHIP, the name of the owner should appear followed by d/b/a and name of the company.

If business is operating as any other business entity than listed above, the name(s) of the authorized representative(s) should be listed and the authorized representative(s) must sign the form. A copy of the appropriate documents evidencing legal binding authority to sign on behalf of the entity shall be furnished to the County as part of the Proposal.

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PROPOSAL FORM 8					
EXCEPTIONS TO RFP					
Company Name:					
Representative:					
Title:					
Address:					
Phone:	Email:				
exceptions: (Please ide page no. as applicable	P and General Contract Terms in their entirety and have the following entify and list your exceptions by indicating the section or paragraph and . Be specific about your proposed exception(s) to content, language, or any pages as required.)				
Authorized Represent	ative:				
Signature:	(Printed name)				

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Date: