

Castro Valley Sanitary District

Request for Proposals for Collection and Processing Services



**For Public Release:
September 8, 2017**



HF&H Consultants, LLC

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**CASTRO VALLEY SANITARY DISTRICT
REQUEST FOR PROPOSALS FOR
COLLECTION AND PROCESSING SERVICES**

Proposal Information: Castro Valley Sanitary District (CVSan) is requesting proposals for the collection and processing of recyclable materials, organic materials, construction and demolition debris, and garbage. The Request for Proposal (RFP) Package and all associated materials are solely available on a designated website.

Obtaining Access to the RFP Package: To obtain access to the RFP Package Web Page (Web Page) contact Lauren Barbieri, HF&H Consultants, at lbarbieri@hfh-consultants.com. Include "CVSan RFP" at the beginning of the subject line of all emails to ensure proper delivery. When you request access to the Web Page via email, you will be added to the RFP Distribution List. You will receive an introductory email with the online link to the RFP Package Web Page.

Proposer Questions and CVSan Responses: All proposer questions must be submitted in writing via email to Lauren Barbieri, HF&H Consultants, at lbarbieri@hfh-consultants.com. Proposer questions and CVSan responses will be issued as addenda, without identifying the party submitting the question.

Receiving RFP Package Addenda and Other Updates: Individuals on the RFP Distribution List (that have provided complete and accurate contact information) will receive email notification of the issuance of addenda, or of any other updates to the RFP Package. All relevant documents will be posted to, and will be solely available on the Web Page.

Mandatory Pre-Proposal Meeting: All potential proposing entities must attend the mandatory pre-proposal meeting on **September 28, 2017 at 3:00 p.m.** CVSan may, but is not obligated to, reject proposals received from proposers that do not attend the pre-proposal meeting.

Proposal Submittal: All proposals must be received by **3:00 p.m. on December 8, 2017.** Proposals received after this time and date may be rejected. Postmarks will not be accepted as proof of receipt. Proposers shall mail or hand-deliver proposal packages to:

Castro Valley Sanitary District
Attn.: Naomi Lue, Solid Waste Supervisor
21040 Marshall Street
Castro Valley, CA 94546

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SECTION 1: INTRODUCTION

Castro Valley Sanitary District (CVSan or District)'s award-winning Solid Waste Department is responsible for implementing CVSan's Zero Waste Strategic Plan, with a goal of 90%+ diversion by 2029. The Department administers collection service and disposal agreements for recycling, organics, garbage, construction and demolition debris, and bulky items. Public education, innovative programs, and events are emphasized to promote "Reduce, Reuse, Recycle, and Rot (Compost)" for residents, businesses, and schools. The Department ensures compliance with Federal, State and local regulations, along with a requirement to appropriately discard hazardous materials, which helps to ensure proper long-term management of our resources and the environment.

CVSan is currently seeking proposals for the collection of garbage, and the collection and processing of recyclable materials, organic materials, construction and demolition debris, and bulky items from residents and businesses located in the District. The District service area includes approximately 15,000 single-family accounts, 165 multi-family accounts (five or more units), and approximately 360 commercial accounts. The term of the new Franchise Agreement for Collection of Garbage and Collection and Processing of Recyclable Materials and Organic Materials (Draft Franchise Agreement) will commence on May 1, 2019, and will continue for ten years, ending April, 2029. The agreement may be extended at the District's sole option for up to an additional five years.

The goal for the new Franchise Agreement is to provide cost-effective, quality service for the residents and businesses in the District. Through this Request for Proposals (RFP), the District is looking for a service provider who can deliver efficient service, maintain competitive rates, and meet the diversion targets set by the District, StopWaste (also known as the Alameda County Waste Management Authority and Alameda County Source Reduction and Recycling Board), and the State of California (State).

This RFP document contains the following: the goals and objectives of the District; an overview of this RFP; a description of the RFP's organization; the RFP schedule; and, a list of readily available background information.

Note that many terms used in this RFP are defined in Exhibit A of the Draft Franchise Agreement, which is presented as Attachment 10 hereto.

Currently, Waste Management of Alameda County (WMAC) provides collection services to CVSan through a franchise agreement with the District. The agreement with WMAC will expire on April 30, 2019. The new Franchise Agreement will commence May 1, 2019. The new Franchise Agreement will have a base term of ten years and two months, and will expire on June 30, 2029 unless extended, at the District's sole option, for up to an additional five years.

On May 1, 2009 the District executed an agreement with WMAC for garbage disposal services (Disposal Agreement). The Disposal Agreement requires that the District deliver an annual minimum tonnage amount (equal to 80% of the municipal garbage collected by the collection

contractor in the prior year) to the Altamont Landfill in Eastern Alameda County for disposal. The Disposal Agreement expires on April 30, 2029. CVSan is not soliciting proposals for transfer or disposal of garbage through this RFP. CVSan is soliciting proposals for transport of garbage to the Davis Street Transfer Station, as well as transfer (as needed based on proposer's processing services proposal), transport, and processing of recyclable materials, organic materials, bulky items, and construction and demolition debris.

1.1 CVSan's Goals and Objectives

CVSan is requesting proposals from companies that have demonstrated experience providing recyclable materials, organic materials, construction and demolition debris, and garbage collection and/or processing services comparable to those described in this RFP, under a franchise agreement with a community comparable to the District. CVSan seeks a collection contractor who places a high priority on providing cost-effective, high-diversion services and has demonstrated its ability to deliver high quality customer service to all residents, businesses, and contractors in the District.

CVSan's goals and objectives for future collection and processing services are as follows:

- Support the State's goal of resource conservation, which prioritizes management of the waste stream using the following hierarchy: waste reduction, reuse, recycling, composting, and landfilling;
- Provide service to customers at reasonable rates that are effectively managed over the term of the new Franchise Agreement to minimize future rate increases;
- Achieve Zero Waste (90% + diversion) by 2029 to support the goal adopted by the District Board on October 7, 2014;
- Meet State and local diversion requirements;
- Maintain high standards for customer service;
- Minimize environmental impacts of the collection operations;
- Engage a contractor that cooperatively delivers service to customers and the District, and collaborates with the District to allow programs to evolve over time;
- Engage a contractor that is a strong community citizen by supporting CVSan, its residents, schools, community groups, and business community; and,
- Engage a contractor that offers CVSan access to routing, customer service, customer account, and tonnage data through use of integrated technology systems.

1.2 RFP Overview

CVSan initiated this RFP process to develop future programs and services and select a future contractor. The contractor selection process will result in a new contract for recyclables, organic materials, construction and demolition debris, and garbage collection services and recyclables, organics, and construction and demolition debris processing services. The procurement process involves soliciting and evaluating proposals, selecting the future contractor, executing a

contract with the selected contractor, and establishing an implementation period leading to commencement of services on May 1, 2019.

CVSan wishes to receive proposals from companies that have demonstrated experience in safely providing recyclable materials, organic materials, construction and demolition debris, and garbage collection and processing services comparable to those described in this RFP and the Draft Franchise Agreement (Attachment 10).

Through this RFP, CVSan is requesting that proposers submit proposal information on the “Base Services” which cover collection and processing services and programs that are similar to the current scope of services, as well as information for “Alternative Services” which address new programs for residents and businesses. The technical and cost proposals for Alternative Services will be evaluated and used by CVSan to determine if one or more of the Alternative Services will be included in the final scope of the Agreement. CVSan has identified Required Alternative Services (for which proposers are required to submit proposal information), and Optional Alternative Services (for which proposers are invited, but not required to submit proposal information). Proposers are required to submit proposal information for the Base Services and the Required Alternative Services. In addition, CVSan invites proposers to submit proposed cost and operating information to reflect any innovative or cost-saving alternative approaches to the services requested by this RFP, which are not otherwise specified in or requested by this RFP in the technical proposal and by using the space provided in the cost proposal forms (Attachment 9).

Requested services are summarized in Section 3 of this RFP.

1.3 Organization of RFP

This RFP is organized into six sections as follows:

Section 1 provides a brief introduction to the RFP.

Section 2 provides background information on the District, including current service arrangements.

Section 3 presents the scope of requested collection and processing services and policies.

Section 4 provides the RFP conditions and submittal process.

Section 5 describes proposal submittal requirements.

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

The attachments include the Draft Franchise Agreement, cost proposal forms, current rates for collection and processing services, and additional background information.

1.4 RFP Schedule

The key activities and completion dates for the RFP process are provided in Table 1. The RFP process is described in detail in Section 4. All questions regarding the RFP must be submitted in accordance with guidelines specified in Section 4.3.

**Table 1
RFP Schedule**

ACTIVITY	COMPLETION DATE*
CVSan releases RFP for Collection and Processing Services	September 8, 2017
Deadline for submittal of written questions before the pre-proposal meeting	September 20, 2017
Mandatory pre-proposal meeting (3:00 p.m.)	September 28, 2017
Deadline for registering to receive future correspondence and announcements (note company registering must have had a representative at the mandatory pre-proposal meeting)	October 11, 2017
Deadline to submit additional written questions	October 11, 2017
CVSan will issue: response to written questions, summary of responses provided at the pre-proposal meeting, and RFP addendum if necessary.	October 25, 2017
Proposers submit proposals	December 8, 2017
CVSan conducts interviews with one or more proposers	TBD February 2018
Present proposal evaluation to CVSan Board	March 2, 2018
CVSan completes negotiations with selected contractor(s)	April 13, 2018
CVSan Board approves negotiated Franchise Agreement	May 1, 2018
Contractor commences services	May 1, 2019

* Note that CVSan may modify this schedule as needed.

1.5 Readily Available Background Information

Below is a list of readily available sources that provide background information on CVSan. Additional background information is provided in Section 2, in the RFP attachments, and on the RFP Web Page.

Table 2
Readily Available Background Information

Resource	Relevant Content	Location
RFP Website	<ul style="list-style-type: none"> • Current Franchise Agreement • Recent Monthly Franchise Reports • Current Route Detail • Draft Franchise Agreement • Proposal Forms 	http://hfh-consultants.com/hf-clients/cvsan-rfp/
CVSan Website	<ul style="list-style-type: none"> • General Information • Existing Service Information • District Code • Current Rates • Special Assessment Information • Service Exemption Information 	http://www.cvsan.org/
StopWaste.Org	<ul style="list-style-type: none"> • Information on recycling and special waste programs and requirements in Alameda County 	http://www.stopwaste.org

1.6 CVSan Zero Waste Focus

On August, 5, 2014 the CVSan Board of Directors adopted CVSan's Zero Waste Strategic Plan, and on October 7, 2014, adopted a Zero Waste Goal by 2029. Over the past 25 years, CVSan's Board and staff have worked together to create and implement a transformative vision, one that strives to strategically work with the single-family and multi-family residential, commercial business, and school communities. CVSan has provided leadership in environmental education and a practical, hands-on approach to program development and implementation. CVSan has long practiced and promoted the 4Rs (Reduce – Reuse – Recycle – Rot) to reduce waste and conserve resources; a higher goal of Zero Waste is ahead. On August 4, 2015, the Board approved CVSan's Zero Waste Communications Plan.

Reduce – CVSan promotes source reduction and wasted food prevention. Since 2015, supermarket cart ads have been used by CVSan at local grocery stores to promote how and where food is stored; clarifying use by, best by, and “expiration” dates; purchasing produce with slight wear or browning; an Eat Me First bin in the refrigerator; and the importance of menu planning to prevent the 25% of wasted food we take home.

Reuse – Through weekly advertisements and other forms of public education, CVSan promotes clothing, container, and bag reuse, reuse for businesses, and reuse swap events. Hundreds of reusable metal lunch containers were distributed to students in 2014 as a surprise reward to any student bringing a reusable container. Reuse maps were created to highlight businesses in the CVSan community that practice reuse by selling reused items, repairing items, or by providing other reuse services. CVSan’s first FixIt Clinic was presented in June 2015, and presents two/year in coordination with Alameda County Library in Castro Valley. These continue to be some of the highest-attended and coached events that FixIt Clinic has hosted.

Recycle – The following materials are currently accepted in the recycling program: #1-7 plastics except foam (EPS), bag-a-bag plastic film wrap and bags, aluminum foil, pans, steel, tin, empty aerosol cans, and scrap metal, paper, paper cartons, and cardboard, flattened cardboard may also be placed beside a cart for collection, glass bottles, jars, and containers. Commercial businesses and schools are encouraged to place recyclable items loosely in the cart or bin for collection.

Rot (Compost/Organics) – CVSan was the first in Alameda County to offer residential curbside food scrap recycling in 2001, and regularly continues to promote. The following are materials accepted in the organics program: food (food scraps, meat, bones), food-soiled paper (serveware, paper towels, tissues, cardboard food packaging), paper cartons, “biocompostable” serveware, shredded paper, plant debris, and clean wood. Materials are collected and transferred into the green organics cart via two types of pails offered by CVSan, paper bags, newspaper, reusable bowls, and “biocompostable” bags. CVSan does not actively promote compostable products with plastic compounds, but these items are accepted in the program.

SECTION 2: BACKGROUND

CVSan is a small, award-winning public agency organized under the Health and Safety Code of the State of California and has responsibility for the administration of a solid waste collection franchise, and operation and maintenance of the sanitary sewer collection system within the community of Castro Valley. CVSan is also in charge of the District's 25% interest in a wastewater treatment facility, implementation and administration of State and local mandated recycling programs, as well as CVSan participation in sub-regional wastewater discharge and solid/hazardous waste management agencies. CVSan's Mission Statement is: "We protect public health and the environment by providing wastewater and solid waste services." Principles from the Mission Statement have been incorporated into all aspects of CVSan, including goals and objectives for staff in the Solid Waste Department.

Although the information presented in this section was obtained from what are considered by CVSan to be reliable sources, it is presented for informational purposes only. The proposer, by submission of their proposal in response to this RFP, agrees to indemnify and hold CVSan harmless from any claims or damages incurred by the proposer for its reliance on any data provided by CVSan in this RFP process. Each proposer should take whatever steps it believes are necessary to reasonably determine the actual service requirements of the District and understand service conditions in the District when preparing its proposal.

2.1 Description of Current Services

Pursuant to Sections 5101, 5402.1, and 5402.3, of the CVSan District Code, residents and businesses are required to subscribe to and pay for recyclable materials, organic materials, and garbage collection services. Currently, Section 5101 of the District Code states: "It shall be mandatory that all occupied residential or commercial units within the limits of the District have solid waste collection service at least weekly as herein specified." Pursuant to Section 5606 of the District Code, the contractor may not terminate a customer's service in the event of non-payment. Currently, the District assists with bad debt collection from delinquent single-family accounts through a special assessment process. Please visit the CVSan website for a detailed description of the special assessment process for delinquent accounts at: <http://www.cvsan.org/content/rates>.

The current collector, WMAC, collects recyclable materials, organic materials, construction and demolition debris, and garbage (municipal solid waste) from residents and businesses at District-approved rates. In addition, WMAC collects recyclable materials, organic materials, and garbage from District facilities, and approximately 26 schools. WMAC provides recyclable materials and organic materials collection service to schools subscribing to (and paying for) garbage collection service at no additional charge. Services provided to District facilities are provided at no charge to the District. WMAC also collects from approximately 100 public litter containers ("street cans") a map of which is included as Attachment 5, and provides up to 480 cubic yards of collection service per year as directed by CVSan to support special events and other clean-up activities at no additional charge.

Customers may apply to be exempt from mandatory subscription for the following reasons:

1. No garbage generated on the premises;
2. No food prepared or consumed on the premises;
3. Self-delivery (self-haul) of garbage to an authorized disposal facility; and,
4. Shared service with another owner/occupant in the District.

Currently, there are seventy-nine (79) single-family accounts which have been approved as exempt from otherwise mandatory solid waste service. In addition, single-family customers who are physically unable to bring their collection containers to the curb for collection service may receive collection from a location other than curbside at no additional charge. There are currently two hundred and thirty-five (235) single-family accounts which have been approved for such service. Single-family customers also have the ability to request short-term vacation/vacancy holds on collection service. More information on the Garbage service exemption application process is posted on the RFP Web Page.

WMAC is responsible for providing collection containers (including carts, bins, and drop boxes) to customers. CVSan will assume ownership of all carts currently in service upon expiration of the current agreement, and intends to keep a majority of the serviceable carts in service. As such, the selected proposer may not be required to purchase and distribute new carts to all cart customers at the commencement of the new Franchise Agreement. The selected proposer will be responsible for distribution, repair, and maintenance of all collection containers (including CVSan-owned carts).

WMAC delivers all garbage to the Davis Street Transfer Station (DSTS), and transfers it to Altamont Landfill for disposal. Residential and commercial recyclable materials processing is the responsibility of WMAC and these materials are, as of the date of this RFP release, being redirected from DSTS to and processed at the California Waste Solutions Material Recovery Facility in Oakland. Residential and commercial organic materials processing is the responsibility of WMAC and these materials are delivered first to the DSTS for transfer, and a majority are ultimately transported to Blossom Valley Organics in Vernalis for composting. 10% of residential organics are delivered to Redwood Landfill and Recycling Center in Novato for composting. Construction and demolition debris is processed at DSTS.

Table 3 summarizes CVSan's current recyclable materials, organic materials, and garbage collection services provided to single-family, multi-family (five or more dwelling units), and commercial customers. Other franchise services include: collection from District facilities (including public litter containers), schools, and special events; public education; billing; customer service; recyclables processing; and organics processing.

Table 3
Current Residential and Commercial Collection Services

Service	Single-Family	Multi-Family	Commercial
Single-Stream Recyclable Materials	<ul style="list-style-type: none"> Weekly, curbside collection 64-gallon cart standard 96-gallon cart available in place of 64-gallon cart at no fee upon request Bundled cardboard may be placed beside cart 	<ul style="list-style-type: none"> At least weekly collection; up to six days per week 64-, or 96-gallon cart, 1 to 7 cubic yard bins, 10 to 40 cubic yard drop boxes, or 20 to 40 cubic yard compactors 	<ul style="list-style-type: none"> At least weekly collection; up to six days per week 64-, or 96-gallon cart, 1 to 7 cubic yard bins, 10 to 40 cubic yard drop boxes, or 20 to 40 cubic yard compactors
Mixed Organic Materials (Yard Trimmings and Food Scraps)	<ul style="list-style-type: none"> Weekly, curbside collection 64-gallon cart standard 96-gallon cart available in place of 64-gallon cart at no fee upon request Curbside holiday tree pick up at no cost Yard trimmings overages in pre-paid "Paper Garden Bags" 	<ul style="list-style-type: none"> At least weekly collection; up to six days per week 32-, 64-, or 96-gallon carts, 1 to 7 cubic yard bins Curbside holiday tree pick up at no cost 	<ul style="list-style-type: none"> At least weekly collection; up to six days per week 32-, 64-, or 96-gallon carts, 1 to 7 cubic yard bins
Solid Waste	<ul style="list-style-type: none"> Weekly, curbside collection 20-, 32-, 64-, or 96-gallon carts Overages accepted using pre-paid "Extra Service Tags" 	<ul style="list-style-type: none"> At least weekly collection; up to six days per week 20-, 32-, 64-, or 96-gallon carts, 1 to 7 cubic yard bins, 14 to 40 cubic yard drop boxes, or 20 to 40 cubic yard compactors 	<ul style="list-style-type: none"> At least weekly collection; up to six days per week 20-, 32-, 64-, or 96-gallon carts, 1 to 7 cubic yard bins, 10 to 40 cubic yard drop boxes, or 20 to 40 cubic yard compactors
Backyard or Sideyard Service	<ul style="list-style-type: none"> Provided to disabled at no additional cost Available to others at higher rates 	<ul style="list-style-type: none"> Push rates apply for distances greater than 25 ft. 	<ul style="list-style-type: none"> Push rates apply for distances greater than 25 ft.
Hard-to-Serve	<ul style="list-style-type: none"> Two routes currently dedicated to "hard-to-serve" customers 	<ul style="list-style-type: none"> N.A. 	<ul style="list-style-type: none"> N.A.

Service	Single-Family	Multi-Family	Commercial
Other	<ul style="list-style-type: none"> One on-call bulky item collection event (7 CY) per year at no charge Used motor oil and oil filter collection provided curbside at no charge Household batteries collected curbside No organics, holiday tree, or bulky item collection service to Canyonlands residents 	<ul style="list-style-type: none"> One on-call bulky item collection event (3 CY per dwelling unit) per year at no charge 	<ul style="list-style-type: none"> Free recyclables and organics collection service provided to schools subscribing to garbage service

2.2 Demographic Information

Castro Valley is located in Northern California, east of San Francisco Bay, in the unincorporated area of Alameda County known as Eden Township. The District serves a 10-square mile service area with a population of approximately 55,000, with more than 22,000 single and multi-family residences and businesses. Castro Valley's service area is located about 15 miles east of Oakland and 40 miles north of San Jose. On July 9, 2015, Alameda Local Agency Formation Commission ordered an annexation of a rural area known as the Castro Valley Canyonlands into CVSan covering 24 square miles or 15,640 acres. CVSan began providing garbage and recycling services to the approximately 400 Canyonlands customers starting December 1, 2015. For more information about CVSan, please visit our website at <http://www.cvsan.org/>.

Table 4
Castro Valley Population and Household Data

Year	Population	Households	Persons per Household*
2015	62,865	22,850	2.70
2020	63,116	22,941	2.71
2025	63,369	23,033	2.72
2030	63,622	23,125	2.73

*Extrapolated using estimated annual growth rate of 0.4% from CV General Plan & U.S. Census 2010 data. "Castro Valley" includes Five Canyons Home Owners Association of 913 homes which are not in CVSan.

2.3 Current Tonnage and Account Data

Table 5, below, summarizes recent historical volumes of materials collected in the District, as reported by WMAC. Table 6, below, summarizes monthly customer account data from January through December, 2016, as reported by WMAC. Table 7, below, summarizes the number and type of customer accounts located in the Canyonlands area. CVSan has also included detailed customer count data in Attachment 1 to this RFP, and detailed route data for the Canyonlands area on the RFP website. As stated in the beginning of this Section, CVSan believes this information to be reasonable, but does not warrant or accept responsibility for its accuracy. It is the responsibility of each proposer to undertake, at its sole cost, any verification of this information necessary for it to submit a response to this RFP.

**Table 5
Annual Materials Collected**

	2013	2014	2015	2016
Recyclable Materials (tons)				
Single-Family	5,442	6,860	6,942	6,252
Multi-Family	n/a	540	612	595
Commercial	854	800	931	1,082
Drop Box	n/a	n/a	n/a	78
Organic Materials (tons)				
Single-Family	8,772	8,485	8,554	8,630
Multi-Family	n/a	224	252	317
Commercial	268	402	526	1,065
Drop Box	95	70	110	73
Garbage (tons)				
Single-Family	6,654	8,101	8,094	7,687
Multi-Family	2,563	1,502	1,503	1,766
Commercial	3,762	2,161	2,278	3,222
Drop Box	1,559	1,199	1,593	1,784
C&D (tons)				
Drop Box	721	442	397	340
Concrete, Dirt, Inerts (tons)				
Drop Box	243	166	299	254
Bulky Program (units)				
Appliances	212	154	223	892
Tires	280	140	169	747
E-Waste	704	267	333	1,577
Other				
Oil Filters (units)	515	563	671	858
Motor Oil (gal)	654	777	380	1,128
Batteries (homes)	2,681	2,582	3,394	3,064
Batteries (lbs)*	8,201	2,554	1,697	1,532

*Batteries (lbs) includes materials collected at HHW collection events.
Source: WMAC Annual Reports to CVSan.

**Table 6
Total Accounts by Customer Type (2016)**

Month	Single-Family	Multi-Family*	Com-mercial**	CVSan	Street Cans	Schools		Roll Off		
						CVUSD	Other	School	Com.	MFD
Jan.	15,394	163	356	1	91	15	10	3	6	0
Feb.	15,371	163	353	1	91	15	10	2	7	0
Mar.	15,351	164	359	1	91	15	10	3	5	0
Apr.	14,528	164	358	1	91	15	10	2	7	0
May	14,513	164	359	1	91	15	10	3	6	0
Jun.	14,517	164	360	1	91	15	10	3	7	0
Jul.	14,495	163	360	1	91	15	10	2	6	0
Aug.	14,481	163	361	1	91	15	10	3	6	0
Sep.	15,264	164	361	1	91	15	10	3	5	0
Oct.	15,254	165	364	1	91	15	10	3	6	0
Nov.	15,255	165	360	1	91	15	10	2	8	0
Dec.	15,258	163	365	1	91	15	11	3	6	0

* Multi-Family includes complexes with five or more units.

** Business accounts include bin and cart customers.

Source: WMAC Annual Reports to CVSan.

Table 7
Summary of Canyonlands Customers (2017)

Customer Type	Number of Accounts
Single-Family	354
Multi-Family	2
Commercial	17
School/Government	5

Source: WMAC Reports to CVSan.

2.4 Historical Operating Information

Table 8 below, summarizes the number of collection vehicles utilized by WMAC for provision of service under the existing franchise agreement. Detailed route and service level information is included on the RFP website. As stated in the beginning of this Section, CVSan believes this information to be reasonable, but does not warrant or accept responsibility for its accuracy. It is the responsibility of each proposer to undertake, at its sole cost, any verification of this information necessary for it to submit a response to this RFP.

Table 8
Inventory of Collection Vehicles

Type of Vehicle	Number of Vehicles
Front End Loader	6
Rear End Loader	3
Automated Side Loader	7
Manual Side Loader	4
Pick-up Truck	1
Total	21

Source: WMAC Report to CVSan

2.5 Current Diversion Information

Over the past 25 years, CVSan’s Board and staff have worked together to create and implement a transformative vision, one that strives to strategically work with the single and multi-family residential, commercial business, and school communities. CVSan has provided leadership in environmental education and a practical, hands-on approach to program development and implementation. WMAC is currently required to divert a minimum of 40% of all single-family, multi-family, and commercial (including District facilities) materials, 90% of all asphalt and concrete, and 50% of all other construction and demolition debris collected under the franchise agreement.

CVSan has long practiced and promoted the 4Rs (Reduce – Reuse – Recycle – Rot) to reduce waste and conserve resources. As CVSan continues to practice the 4Rs, a higher goal of Zero Waste is ahead.

In 2014, CVSan worked with a range of businesses, agencies, schools, community groups, and citizens to put together a Zero Waste Strategic Plan that will guide the District on the path to Zero Waste. The Plan explores the past, present, and future of CVSan’s Path to Zero Waste and is a living document. The Plan highlights some of CVSan’s significant achievements and partnerships with the Castro Valley community, reductions of material to landfill, and award-winning recycling and organics diversions program and outreach. On August, 5, 2014 the CVSan Board of Directors adopted CVSan’s Zero Waste Strategic Plan, and on October 7, 2014, adopted a Zero Waste Goal by 2029. To read CVSan’s Zero Waste Strategic Plan or learn more about CVSan’s Path to Zero Waste, please visit the District’s website at www.cvsan.org/ZeroWaste. Table 9, below, summarizes recent historical diversion rates.

Table 9
Historical Diversion Rates

Year	Single-Family (Carts)	Multi-Family (Carts, Bins)	Commercial (Carts, Bins)
2013	68%	n.a.	23%
2014	65%	26%	36%
2015	66%	29%	39%
2016	66%	25%	40%

Source: WMAC Annual Reports to CVSan.

2.6 Billing Process

The collection contractor has been – and will continue to be – responsible for all billing and bad debt collection operations, with the exception that CVSan currently supports the collection of past-due single-family bills which are more than 120 days delinquent through a special assessment process on the tax roll. Customers are billed as follows:

- A. Residential customers are billed quarterly in advance of the provision of service;
- B. Commercial cart and bin customers (including multi-family bin customers) are billed monthly in arrears of the provision of service; and,
- C. Drop box customers are billed monthly in arrears of the provision of service.

2.7 Current Rates and Administrative Fees

The rates for collection services effective July 1, 2017 through June 30, 2018 are shown in Attachment 3 of this RFP. CVSan currently utilizes “bundled” rates as described in this section.

Single-family rates for garbage cart collection include recyclable materials and organic materials collection (64- or 96-gallon carts, regardless of garbage cart size) at no additional charge. Commercial and multi-family rates for garbage containers three cubic yards and smaller include an equivalent weekly volume of recyclable materials collection at no additional charge. Commercial and multi-family rates for garbage containers larger than three cubic yards do not include recyclable materials. All commercial and multi-family customers must subscribe to organic materials collection service in addition to their garbage-recyclables bundle. CVSan intends to revise the existing garbage-recyclables bundled rate structure to provide customers the ability to select which material types are included in their rate bundle (e.g. organics-recyclables bundle plus garbage “a la carte”), in order to tailor their subscription level to meet their waste generation needs. CVSan intends to finalize the rate structure, including rate bundles, during negotiations with the selected proposer(s).

WMAC is currently required to pay a monthly Administrative Fee equal to ten percent of gross rate revenues. Administrative Fees paid from 2008 – 2016 are shown in Table 10, below.

Table 10
Historical Administrative Fee Payments

Time Period	Administrative Fees Received
January 2016	\$48,297.98
February 2016	\$62,429.46
March 2016	\$172,532.09
April 2016	\$58,011.71
May 2016	\$60,813.75
June 2016	\$169,238.25
July 2016	\$56,238.55
August 2016	\$57,220.07
September 2016	\$171,341.07
October 2016	\$54,668.14
November 2016	\$45,984.18
December 2016	173,414.01
Total Annual 2016	\$1,130,189.26
Total Annual 2015	\$1,081,778.12
Total Annual 2014	\$1,038,681.55
Total Annual 2013	\$1,032,944.80
Total Annual 2012	\$1,018,905.30
Total Annual 2011	\$980,417.43
Total Annual 2010	\$920,986.76
Total Annual 2009	\$777,740.14
Total Annual 2008	\$608,998.07

Source: WMAC Report to CVSan.

2.8 Construction and Demolition Debris

Pursuant to District Code Section 5702, and the current franchise agreement, WMAC has exclusive rights to collect construction and demolition debris (C&D). Limitations to this exclusive right include C&D which is self-hauled to an Alameda County approved C&D recycling facility, or C&D which is removed from a premises as an incidental part of other services offered by a construction or demolition contractor, provided that the C&D materials are transported to the facility using a fixed-body vehicle. CVSan recognizes, and will require the selected contractor to comply with, Section 470 "Construction and Demolition Debris Management" which was added to the Alameda County Municipal Code Chapter 1508, Building Code on June 30, 2009. Please visit the Alameda County Public Works Agency website for more information.

2.9 Existing Cart Inventory

CVSan will assume ownership of the collection carts currently in service upon expiration of the existing agreement with WMAC. WMAC provided all new carts in 2009, replaced approximately 17,000 due to a manufacturer recall in 2011, and subsequently replaced approximately 7,900 from 2013-2017. As such, CVSan is not requiring that proposers provide all new carts at the start of the new Agreement term. Pursuant to Section 5.6 of the Draft Franchise Agreement, the selected contractor will be responsible for ongoing cart repair and maintenance through the term of the Agreement. Existing cart colors are blue for recyclables, green for organics, and brown or grey for garbage. Future cart and bin colors will be blue for recyclables, green for organics, and grey for garbage. Table 11, below, summarizes cart purchases in 2013-2017.

Table 11
Cart Purchase History 2013-2017

Order Date	Cart Type	Quantity
1/23/2013	35 Gallon – Brown (CVSD hot stamp)	270
1/23/2013	64 Gallon – Brown (CVSD hot stamp)	162
1/23/2013	96 Gallon – Blue (CVSD hot stamp)	121
1/23/2013	96 Gallon – Brown (CVSD hot stamp)	121
9/19/2013	35 Gallon – Brown (CVSD hot stamp)	270
9/19/2013	64 Gallon – Brown (CVSD hot stamp)	163
9/19/2013	96 Gallon – Green (CVSD hot stamp)	81
9/19/2013	96 Gallon – Brown (CVSD hot stamp)	81
9/19/2013	96 Gallon – Blue (CVSD hot stamp)	81
1/2/2015	35 Gallon – Brown (in-mold label)	540
1/2/2015	95 Gallon – Green (in-mold label)	90
6/11/2015	35 Gallon – Brown (in-mold label)	450
9/22/2015	35 Gallon – Brown (in-mold label)	1080
9/22/2015	35 Gallon – Green (in-mold label)	180

Order Date	Cart Type	Quantity
9/22/2015	95 Gallon – Blue (in-mold label)	522
1/5/2016	95 Gallon – Grey (in-mold label)	174
1/5/2016	95 Gallon – Green (in-mold label)	174
1/5/2016	35 Gallon – Blue (in-mold label)	120
3/14/2016	95 Gallon – Blue (in-mold label)	174
5/12/2016	65 Gallon – Grey (in-mold label)	180
5/12/2016	95 Gallon – Grey (in-mold label)	171
5/12/2016	95 Gallon – Green (in-mold label)	180
8/15/2016	35 Gallon – Grey (in-mold label)	540
8/15/2016	35 Gallon – Green (in-mold label)	90
8/15/2016	35 Gallon – Blue (in-mold label)	90
8/15/2016	65 Gallon – Blue (in-mold label)	360
8/15/2016	95 Gallon – Green (in-mold label)	90
8/15/2016	95 Gallon – Blue (in-mold label)	261
1/13/2017	65 Gallon – Grey (in-mold label)	360
1/13/2017	65 Gallon – Green (in-mold label)	360
3/6/2017	65 Gallon – Blue (in-mold label)	360

Source: WMAC Report to CVSan.

2.10 Emergency Action Plan

In 2011/2012, CVSan and WMAC worked together to develop an Emergency Action Plan for Disaster Preparedness to provide a framework for provision of disaster-related collection services in the event of a catastrophic event. The selected proposer will be required to work with CVSan staff to develop an updated Emergency Action Plan prior to the commencement date of the New Franchise Agreement.

2.11 Current CVSan-Provided Programs and Services

Brand - CVSan's brand is expressed with more than just a logo – it's the public's gut feeling about Castro Valley Sanitary District. CVSan Board and staff communicate the brand qualities with every interaction with the public, including phone calls, emails, and in-person contact. The brand qualities are infused into every newsletter article, marketing campaign, public meeting – any time CVSan presents itself to the public. Some key messages of CVSan's brand are as follows:

- CVSan is a local public agency providing vital infrastructure services that create high quality of life.
- CVSan is guided by long-term vision for protection of the health of Castro Valley's community and the environment.
- CVSan is a local resource that's here to serve the public.
- CVSan's personable staff care about the community.

4Rs Field Trip Program – For more than a decade, CVSan has offered a two hour 4Rs Field Trip Program (2 hours of educational presentations/activities and video) to 3rd graders within

CVSan and CVUSD boundaries, approximately 30 classes per year. The field trip is conducted January – June and is designed to correlate with State Curriculum Content Standards while emphasizing topics such as sustainable waste reduction and zero waste.

Business/Commercial – Currently, approximately 95.5% of commercial customers subscribe to recycling service, share recycling service, or have their own recycling program. Approximately 43% subscribe to or share organics service. Approximately 134 commercial customers are identified as potential Food Service Establishments (FSEs). Of those 134 FSE accounts, 92% currently subscribe to organics service.

- **4R Business, 4R Planet Award Program** – Developed in 2008, this program recognizes and rewards businesses where green practices are business as usual. Every business that recycles receives 1 Star and a window decal indicating participation in the program, and can go on to collect 3 more Stars, 1 for each category of waste reduction – *Reduce, Reuse, Recycle, and Rot (or Represent, Replicate, or Reciprocate)*. 4R Star businesses are regularly recognized in the Castro Valley Forum newspaper and online at www.cvsan.org. There are currently 17 certified 4R Star businesses.
- **Follow-Up Audits & Oops Postcard** – The Recycling Coordinator provides regular follow-up visits and audits on recycling and organics program participation. These visits provide opportunities for the Recycling Coordinator to talk with employees and management to right-size containers, provide additional signage and training, and answer questions such as, “Where does this go?” Additional observations of the outdoor carts/bins are conducted and as appropriate, a completed “Oops” postcard is sent which has full-color images of items common in sorting mistakes. Boxes are checked next to the items in the wrong cart/bin. The postcard is mailed to the business for reference to communicate what is actually happening after employees transfer materials to carts/bins. The intended tone of the postcard is educational rather than punitive.
- **Technical Assistance** – CVSan and its current hauler work with Cascadia Consulting Group, on behalf of the StopWaste Business Partnership, to provide technical assistance to large businesses (10 or more cubic yards of garbage service per week) and small businesses (4-9 cubic yards of garbage service). Targeted assistance begins with a letter to the property owner and is followed by a site assessment and custom report with recommendations for increased diversion. Follow-up contact and hauler site visits follow in an effort to implement recycling programs. Multi-family outreach typically includes close coordination with property management and face-to-face outreach with each tenant.

Collection Events & Compost Give-Away – Twice a year (April and August), CVSan and its current hauler have presented a large scale Collection Event and Compost Give-Away at Canyon Middle School. During the 6-hour period, residents, businesses, and schools may bring select items, such as household hazardous waste, electronics (and anything with a plug), fluorescent light tubes and bulbs, dry-cell and lithium ion batteries, reusable goods (textiles, household and kitchen goods, small furniture, toys, DVDs, etc.), mattresses and box springs, tires, cooking oil, sensitive documents for shredding, and paint. Residents may also bring

pharmaceuticals. Since 2015, Alameda County Household Hazardous Waste Facility has partnered with CVSan on the August events to collect hazardous materials from Alameda County residents.

Community Group Outreach – CVSan offers speakers (CVSan staff) to present on topics such as “How to Sort Your Recyclables and Compostables (including other materials commonly found at home and where they should go)”, “Buying Recycled, Commercial Recycling – How to Reduce Waste and Your Bottom Line”, “Food Scrap Recycling, Bay-Friendly Gardening & Landscaping”, and much more. Approximately 30 assemblies, refreshers, trainings, and speaking engagements are given to students, staff, and groups during the course of each year, not including trainings that are provided as part of technical assistance to kitchen staff. CVSan staff presents annually at the all-day Palomares Science Expo in May to a total of 3,000 students with an educational booth and sorting game. Refresher trainings for all students in schools with recycling and organics programs in August and September to coordinate with the start of the school year (20 refreshers each year).

Davis Street Transfer Station Tours – CVSan residents (school parents and students) and business owners have been able to find out and see what happens to materials once they leave their curbs and bins. CVSan and WMAC have offered up to four tours per year at the Davis Street Transfer Station in San Leandro.

Donations – For residents, businesses, and schools, CVSan has made the process of requesting and receiving materials and services easy with its Donation & Supply Request Form. Containers are purchased using funds from Measure D, Import Mitigation, CalRecycle, and the Altamont Settlement Agreement Educational Advisory Board. For businesses and schools, deliveries can be made, and includes placement services to ensure that the containers are set up correctly from the start. Recycling, organics, and construction and demolition debris boxes are available for donation; CVSan has used the 480 cubic yards of services to donate each contract year under the existing collection services franchise agreement. Compost, mulch, and soil are available for donation. A large-scale donation is coordinated each year for Earth Day. Over 300 cubic yards of material are donated back to the community in April, with an additional 130 cubic yards donated in August. This does not include donations made as grants (ex. Recycled Product Purchase Preference) or Green Ribbon Schools Program awards. Residents can also visit CVSan offices on Marshall Street to pick up donated food scraps pails and potentially other containers and signs (CVSan advertises regularly for free food scrap pails).

Earth Day Clean-Up – Annually, CVSan presents its flagship event, an Earth Day Clean-Up, and partners with all interested schools (approximately 12 each year), coordinates five public sites with approximately 600 volunteers. For this event, CVSan provides coordination, funding, resources, templates, rewards, 20 cubic yards of compost and mulch per site, organics collection services, and takes the opportunity to build goodwill and further relationships.

Food Scrap Recycling Program – This program guides schools in coordinating a sustainable, educational, and effective Food Scrap Recycling Program. After some experience working with the first few elementary schools, CVSan developed a comprehensive Food Scrap Recycling Guide (see Visual Resources below) in 2007 and has improved and updated it each year since. In addition, CVSan works with schools on the Guide’s activities, ensures program sustainability

via training and refresher assemblies for staff and students, and conducts follow-up visits. Nearly all collection containers and equipment needed are donated by CVSan (see Donations). Customized signage specific to a school/program is available, and makes it easy for participants to identify what items go in each category (Liquids, Organics, Recycling, Bag-a-Bag, Garbage, and Trays).

Green Ribbon Schools Program – This is a certification program that incentivizes and recognizes school participation in CVSan’s school programs. Since its inception in 2007, 16 of 17 schools in Castro Valley have participated in the Green Ribbon Schools Program. CVSan certifies schools for their completion of activities and reduction of trash. The application is updated annually and includes categories with the “4Rs” and more. There are 6 total categories consisting of *Reduce, Reuse, Recycle, Rot* (Compost), *Environmental Education*, and *Administration and Promotion* with requirements and highlights within section. Schools are awarded by tier based on school size, diversion, number of activities completed, and more. Cash awards up to \$2,650/school/school year are given in addition to an award banner, advertisement in the Castro Valley Forum newspaper, check presentation at a school assembly, and a presentation at a CVSan Board meeting.

Multi-Family Residents – There are currently 163 multi-family accounts in CVSan which generate approximately 11% of the tons disposed to landfill. CVSan donated food scrap pails, recycling tote bags, flyers, and tenant letters valued at \$11,497.65 to 42 multi-family complexes during FY 2016/17. Phase II of the Alameda County Waste Management Authority’s Mandatory Recycling Ordinance went into effect on January 1, 2016 with enforcement beginning July 1, 2016. Phase II requires all MFDs to provide sufficient organics service for their tenants. Currently, 95% of multi-family accounts in Castro Valley subscribe to organics service. All multi-family accounts in CVSan subscribe to recycling service and have been in compliance with Phase I of the County ordinance and AB 341 (Mandatory Commercial Recycling) since spring 2013.

The Recycling Coordinator (RC) provides recycling and organics program outreach to every multi-family complex at least once every two contract years. The fifth outreach cycle started in July 2016. From November 2016 to June 2017, CVSan staff and the RC conducted 119 site visits. While the visits were mostly routine check-ups, they also focused on providing technical assistance to those complexes not in compliance with Phase II of the Mandatory Recycling Ordinance. Many complexes received a donation of recycling tote bags and outdoor metal signs for enclosures: 472 recycling totes and 23 metal signs (recycling, organics, and garbage).

Partnerships – As a leader in the community, CVSan has made an effort to be a good neighbor and actively participate in organizations and activities that make our presence known and allow the Board and staff to form partnerships and strong relationships with our business and school communities. As an example, CVSan is an active member of the Castro Valley Eden Area Chamber of Commerce, participates in their annual Business Expo Night with an informational booth to educate businesses, attends and/or hosts quarterly morning Chamber mixers, and regularly submits press releases and purchases advertising space in quarterly newsletters to promote recycling and organics programs and events. Staff is a member of the Castro Valley Rotary Club and attends weekly meetings to connect with local business professionals. Staff

presents annually to the Castro Valley Unified School District (CVUSD) principals and also to the CVUSD Board of Education on school programs and reports on each school's efforts, how much they have diverted, and dollars saved. A recent enhancement includes an annual Custodian Recognition Lunch held each June for all school custodians in CVSan territory, including awards for top partners/performers.

Visual Resources – As noted earlier (see Brand above), CVSan has woven its brand into every visual resource created, and has made a concerted effort to consistently produce pieces that are succinct, informative, visually appealing, and consider our audience. There are too many to practically list or show, so just a few have been highlighted. Key pieces are available for viewing and download on www.cvsan.org.

- **Recycling Resources Flyer** – With the message of “CVSan Makes it Easy to Comply with California’s New Mandatory Recycling Law”, this flyer highlights many of the primary offerings that CVSan has available to businesses. In the flyer, the following are headlines to capture the attention of business owners, managers, and key staff: Site Assessments; Reduce Your Garbage Bill; Free Containers, Signs & Trainings; Maximize What Gets Composted; Become a “4R Star”, Free Collection Events; and Funding Opportunities.
- **Commercial Guide** – The most recent Commercial Services & Green Resource Guide 2014-2019 highlights answers to frequently asked questions, and provides important phone numbers and websites.
- **School Guide** – The most recent School Services & Green Resource Guide 2014-2019 highlights answers to questions similar to those in the Commercial Guide (above), provides important phone numbers and websites, and highlights the Green Ribbon Schools Program.
- **Food Scrap Recycling Guide** – CVSan developed a comprehensive guide in 2007 and has improved and updated it each year since to help schools implement a successful Food Scrap Recycling Program. This guide provides everything a school needs to setup and maintain a sustainable Food Scrap Recycling program. From a team roster and pledge, to timelines and tasks, to worksheets such as waste generation estimates, recycling stations, and food scrap monitor best practices and tips, the guide is very useful.

Waste Audits - Schools sort through one day’s worth of garbage to find out what could have actually been recycled and composted, and what is non-recyclable and non-compostable. Students, staff, and parents learn about their waste generation and the materials stream through this hands-on activity. Materials are sorted into 5 separate categories (organics, recycling, garbage, HHW, and other – mainly clothes). Approximately 10+ students and 2-3 adult volunteers (teacher/parent/principal) conduct the audit with CVSan staff. Waste Audits are a Green Ribbon requirement towards improving programs and students’ consciousness of how much is going in the garbage that could have been recycled or composted. Reports are

provided to schools, and data is frequently referenced in presentations and discussions with school administration.

SECTION 3: REQUESTED FRANCHISE SERVICES AND POLICIES

This section provides a description of the collection and processing services solicited through this RFP.

CVSan is requesting proposals to provide single-family, multi-family, and commercial garbage, recyclable materials, organic materials, and construction and demolition debris collection and processing services and other related services commencing May 1, 2019, for a period of ten years. The agreement may be extended up to an additional five years at the District's sole option.

As mentioned in Section 1, CVSan is requesting that proposers submit a "Base Proposal" as well as several "Alternative Proposals." The technical and cost proposals for the alternative services will be evaluated and used by CVSan to determine if one or more of the alternative services will be included in the final scope of the new Franchise Agreement. The scope of services for the Base Proposal and Alternative Proposals are summarized in Sections 3.1 and 3.2, respectively. Proposers are required to submit a response for the Base Proposal and the Alternative Proposals identified as "required".

The Draft Franchise Agreement presents all the contract terms and conditions including a complete description of the collection and processing services requested. It also describes contractor's compensation and rate-setting methods, dispute resolution, indemnification, insurance, performance assurances, defaults and remedy provisions, termination rights, performance standards and consequences for non-compliance, reporting obligations, and other provisions. If there are differences between the summary of collection and processing services described in this RFP and the Draft Franchise Agreement, the terms and conditions in the Draft Franchise Agreement prevail.

3.1 Scope of Services for Base Proposals

The contractor shall have the exclusive right to collect residential and commercial recyclable materials, organic materials, construction and demolition debris, and garbage, except for those materials described in Section 1.2 of the Draft Franchise Agreement. These exclusive rights are consistent with current practice. Under the terms of the Draft Franchise Agreement, the contractor will be required to transport and deliver all garbage collected in the District and designated for landfill disposal to the Davis Street Transfer Station.

With regard to recyclable materials, organic materials, and construction and demolition material, the contractor shall be responsible for collection, transfer, processing, and marketing of such materials. The contractor may use its own processing site(s) or a subcontractor's processing site(s).

To increase diversion, improve customer service and convenience, and control costs, CVSan decided to make several minor modifications to the existing recyclable materials, organic

materials, and garbage collection and processing services that are reflected in the Draft Franchise Agreement. Tables 12 through 15 summarize the base services for single-family, multi-family, and commercial customers and several other services. Additional service requirements are stated in the Draft Franchise Agreement.

Each proposer shall develop its base proposal reflecting its plan to purchase new collection vehicles, bins, and drop boxes, and its plan to repair and maintain the existing carts as needed. At proposer's option, the proposer may submit an alternative (optional) proposal that relies on provision of used equipment for some or all equipment needs. Refer to Section 3.4 for more information.

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Table 12
Single-Family Collection Base Services

Service	Current Requirements	Requested Base Services
Single-Stream Recyclable Materials	<ul style="list-style-type: none"> Weekly, curbside collection 64-gallon cart standard 96-gallon cart available in place of 64-gallon cart at no fee upon request Bundled cardboard may be placed beside cart 	<ul style="list-style-type: none"> Same as current service
Mixed Organic Materials (Yard Trimmings and Food Scraps)	<ul style="list-style-type: none"> Weekly, curbside collection 64-gallon cart standard 96-gallon cart available in place of 64-gallon cart at no fee upon request Curbside holiday tree pick up at no cost Overages in pre-paid "Paper Garden Bags" 	<ul style="list-style-type: none"> Same as current service
Solid Waste	<ul style="list-style-type: none"> Weekly, curbside collection 20-, 32-, 64-, or 96-gallon carts Overages accepted, using pre-paid "Extra Service Tags" 	<ul style="list-style-type: none"> Same as current service
Backyard or Sideyard Service	<ul style="list-style-type: none"> Provided to disabled at no additional cost Available to others at higher rates 	<ul style="list-style-type: none"> Same as current service
Hard-to-Serve	<ul style="list-style-type: none"> Two routes (one rear loader, one pick-up truck) currently dedicated to "hard-to-serve" customers 	<ul style="list-style-type: none"> <i>Expanded capacity for "hard-to-serve" routes</i> <i>CVSan staff may direct contractor to add customers to "hard-to-serve" routes</i>
Other	<ul style="list-style-type: none"> One on-call bulky item collection event (7 CY) per year at no charge Used motor oil and oil filter collection provided curbside at no charge Household batteries collected curbside No organics, holiday tree, or bulky item collection service to Canyonlands residents 	<ul style="list-style-type: none"> <i>Bulky item collection may be from a location other than curbside, as arranged by customer and contractor, to reduce safety concerns of loading bulky items along busy streets</i>

Italics denote changes to existing services.
Alternative services are not listed in this table; refer to Section 3.2.

Table 13
Multi-Family Collection Base Services

Service	Current Requirements	Requested Base Services
Single-Stream Recyclable Materials	<ul style="list-style-type: none"> At least weekly collection; up to six days per week 64-, 96-gallon cart, 1 to 7 cubic yard bins, 10 to 40 cubic yard drop boxes, or 20 to 40 cubic yard compactors 	<ul style="list-style-type: none"> Same as current service
Mixed Organic Materials (Yard Trimmings and Food Scraps)	<ul style="list-style-type: none"> At least weekly collection; up to six days per week 32-, 64-, or 96-gallon carts, 1 to 7 cubic yard bins Curbside holiday tree pick up at no cost 	<ul style="list-style-type: none"> Same as current service
Solid Waste	<ul style="list-style-type: none"> At least weekly collection; up to six days per week 20-, 32-, 64-, or 96-gallon carts, 1 to 7 cubic yard bins, 14 to 40 cubic yard drop boxes, or 20 to 40 cubic yard compactors 	<ul style="list-style-type: none"> Same as current service
Backyard or Sideyard Service	<ul style="list-style-type: none"> Push rates apply for distances greater than 25 ft. 	<ul style="list-style-type: none"> Same as current service
Other	<ul style="list-style-type: none"> One on-call bulky item collection event (3 CY per dwelling unit) per year at no charge 	<ul style="list-style-type: none"> Same as current service

Italics denote changes to existing services.
Alternative services are not listed in this table; refer to Section 3.2.

Table 14
Commercial Collection Base Services

Service	Current Requirements	Requested Base Services
Single-Stream Recyclable Materials	<ul style="list-style-type: none"> At least weekly collection; up to six days per week 64-, 96-gallon cart, 1 to 7 cubic yard bins, 10 to 40 cubic yard drop boxes, or 20 to 40 cubic yard compactors 	<ul style="list-style-type: none"> Same as current service
Mixed Organic Materials (Yard Trimmings and Food Scraps)	<ul style="list-style-type: none"> At least weekly collection; up to six days per week 32-, 64-, or 96-gallon carts, 1 to 7 cubic yard bins 	<ul style="list-style-type: none"> Same as current service
Solid Waste	<ul style="list-style-type: none"> At least weekly collection; up to six days per week 20-, 32-, 64-, or 96-gallon carts, 1 to 7 cubic yard bins, 10 to 40 cubic yard drop boxes, or 20 to 40 cubic yard compactors 	<ul style="list-style-type: none"> Same as current service
Backyard or Sideyard Service	<ul style="list-style-type: none"> Push rates apply for distances greater than 25 ft. 	<ul style="list-style-type: none"> Same as current service
Other	<ul style="list-style-type: none"> Free recyclables and organics collection service provided to schools subscribing to garbage service 	<ul style="list-style-type: none"> Same as current service

Italics denote changes to existing services.

Alternative services are not listed in this table; refer to Section 3.2.

**Table 15
Other Base Services**

Service	Current Requirements	Requested Base Services
District Facilities	<ul style="list-style-type: none"> Collect recyclables, organics, bulky items, and garbage from facilities owned and/or operated by the District Collect garbage and recyclables from up to 140 public litter containers Provide up to 480 cubic yards of on-call clean-up service per year Provide up to 50 tons per year of processed C&D fill (please note that CVSan has not utilized this service in recent years, but will retain the right to do so in the New Franchise Agreement) 	<ul style="list-style-type: none"> Same as current service
Special Events	<ul style="list-style-type: none"> Provide collection at no charge at up to three District-sponsored special events per year Host two community-wide HHW and other material "Collection Events" per year 	<ul style="list-style-type: none"> Same as current service
Public Education	<ul style="list-style-type: none"> Limited on-going public education activities required by current franchise agreement Contractor-provided funding of CVSan public education efforts Full-time recycling coordinator position 	<ul style="list-style-type: none"> <i>District intends to receive additional funding through collection rates for a Recycling Coordinator position to be hired and managed by CVSan</i>
Schools	<ul style="list-style-type: none"> Collect recyclables, organics, and garbage from public and private Pre-K through Adult schools in the District and Castro Valley Unified School District Recyclables and organics provided at no charge to schools subscribing to commercial garbage collection service 	<ul style="list-style-type: none"> Same as current service

Italics denote changes to existing services.
Alternative services are not listed in this table; refer to Section 3.2.

3.2 Scope of Services for Alternative Proposals

The District wants to evaluate the potential benefits and costs of several alternative services to determine if each service will be included in the scope of services for the future contractor to implement. For this reason, the proposer is required to consider each of the new services identified as “Required” separately and present its approach to providing the service and incremental costs (or savings).

In addition, the District is interested in other innovative and/or cost saving approaches to providing the requested services. Proposers are invited to provide incremental cost and operating information for the services identified as “Optional”. The alternative services include the following:

1. Cart Replacement for RFID Attachment (Required)
2. Single-Family Garbage Pay-per-Setout (Required)
3. Single-Family Used Cooking Oil Collection (Required)
4. Single-Family Curbside Textile Collection (Required)
5. Single-Family Organic Materials Collection to Canyonlands Residents (Required)
6. Single-Family Bulky Item Collection to Canyonlands Residents (Required)
7. Mixed Waste Processing for Public Litter Containers (Required)
8. Alternative Fuel Vehicles (Optional)
9. Other Service Enhancements and Innovations (Optional)

Each service is generally described below, and described in more detail in the relevant section of the Draft Franchise Agreement (identified below).

3.2.1 Cart Replacement for RFID Attachment (Required)

The carts currently in service in the District were placed in service between 2009 and 2017 (see Section 2.9 and Table 11 for more information). As such, CVSan is not requiring that proposers provide and distribute all new carts at the start of the new Agreement term. During the new Agreement term, CVSan may wish to explore the possibility of a revised customer billing format (see Section 3.2.2) which may utilize a fixed rate component in addition to a variable rate component based on actual service received. CVSan envisions using RFID tags in customer carts as a basis for the variable rate component. However, the existing carts are not fitted with RFID chips. Therefore, CVSan is interested in the selected contractor managing a cart “swap” program, wherein each cart would be removed from service in order for the lid to be replaced with a new lid containing an RFID chip, and displaying updated in-mold graphics. During the swap program, each cart body would also be thoroughly cleaned. CVSan envisions that the cart swap program would occur over the course of the first year of the new Agreement. Proposers shall propose a strategy for retaining, or alternatively for removing and replacing, markings such as customer addresses, which have been added to individual customers’ cart lids by the customers themselves. Proposers should also include the cost of RFID readers on collection

vehicles as part of this Alternative Service. Refer to Section 5.6 of the Draft Franchise Agreement for more information.

3.2.2 Single-Family Garbage Pay-per-Setout (Required)

In 2016, CVSan conducted a pilot study which included over 800 homes on selected collection routes to test the effectiveness of less-than-weekly garbage collection. For more information on the less-than-weekly pilot please visit the ["Less-than-Weekly" Web Page](#). The District is now considering District-wide implementation of a less-than-weekly single-family garbage program, wherein customers would only be billed when they set-out their garbage cart. CVSan is requesting that proposers describe the cost and operating impacts of a single-family garbage cart pay-per-setout program. The District anticipates a rate structure under this program in which all garbage cart rates would have a "base" component and a "per-setout" component. CVSan anticipates that the "base" component would be the same for all garbage cart sizes, with the "per-setout" component reflecting differences based on cart size. Proposers should reflect any anticipated migration to larger garbage cart sizes as a result of this rate structure into their proposals. Proposers should note that the less-than-weekly element of the program would not extend to recyclable materials or organic materials collection. Proposers should also note that CVSan assumes that route drivers will be responsible for manually overriding any garbage carts which are collected but not recorded as such by the RFID chip readers. Refer to Section 4.8 of the Draft Franchise Agreement for more information.

3.2.3 Single-Family Used Cooking Oil Collection (Required)

Single-family customers are currently able to place used motor oil and used motor oil filters curbside for collection and recycling on their regularly scheduled weekly garbage pick-up day. The District is interested in adding used cooking oil to the existing used motor oil collection and recycling program. Refer to Exhibit B1 of the Draft Franchise Agreement for more information.

3.2.4 Single-Family Curbside Textile Collection (Required)

CVSan understands that under SB 1383, greater emphasis will be placed on diverting a range of non-traditional organic materials, including discarded textiles. The District is interested in incorporating curbside source-separated textile collection and diversion into single-family services. Proposers shall describe their proposed approach to designing and implementing such a program, along with the resulting cost and operating impacts. Refer to Exhibit B1 of the Draft Franchise Agreement for more information.

3.2.5 Single-Family Organic Materials Collection to Canyonlands Residents (Required)

Single-family customers residing in the Canyonlands area of the District (see map in Attachment 2) do not currently receive regularly scheduled source-separated organic materials collection service consistent with the single-family services offered to the rest of the District. The District

may be interested in expanding the existing single-family organic materials collection service to the approximately 800 single-family customer accounts located in the Canyonlands at some point during the term of the new Agreement. Refer to Exhibit B1 of the Draft Franchise Agreement for more information.

3.2.6 Single-Family Bulky Item Collection to Canyonlands Residents (Required)

Single-family customers residing in the Canyonlands area of the District (see map in Attachment 2) do not currently receive on-call bulky item collection service. The District is interested in expanding the existing single-family on-call bulky item collection service to the approximately 800 customer accounts located in the Canyonlands. Refer to Exhibit B1 of the Draft Franchise Agreement for more information.

3.2.7 Mixed Waste Processing for Public Litter Containers (Required)

The current contractor collects garbage and recycling from approximately 100 public litter containers within the District, and delivers the collected materials to be processed as recyclables, or disposed. The District is considering engaging the selected contractor to process all materials collected from public litter containers as “mixed waste” in order to recover recyclable materials. Refer to Exhibit B5 of the Draft Franchise Agreement for more information.

3.2.8 Alternative Fuel Vehicles (Optional)

The selected proposer will be required to ensure that the collection vehicle fleet meets or exceeds 2019 Heavy Duty Fleet Standards for air emissions. CVSan is not requiring alternative fuel vehicles under the base proposal scenario. However, CVSan is interested in considering the use of alternative fuel vehicles as an optional alternative to the base proposal. Proposers are invited to include an optional alternative proposal which assumes the use alternative fuel vehicles. Refer to Section 3.4 for more information.

3.2.9 Other Service Enhancements and Innovations (Optional)

Proposers are also invited to submit one or more proposals for additional service enhancements, innovations, or cost-saving approaches.

3.3 Labor Policy

CVSan is aware of AB 1669 regarding ten percent (10%) bidding preferences for companies proposing to hire the displaced employees of the previous contractor. As described in this Section 3.3, CVSan will be requiring all proposers to make such offers of employment. Therefore, no preference will be awarded based on this condition.

The District is seeking the following employment conditions for the selected contractor:

1. The District's future contractor shall offer employment under the new Franchise Agreement to existing employees working under the current franchise agreement who become unemployed by reason of the change in contractors. However, the future contractor shall not be obligated to offer employment to more existing employees than the future contractor needs to perform the services required under the new Franchise Agreement and the contractor shall not be obligated to offer employment to existing employees that are not working prior to the commencement date due to a leave of absence related to disability or workers' compensation claim. Additionally, the contractor shall not be obligated to displace any of its current employees or modify its current job performance requirements or employee selection standards. Additional employees, if needed, shall be obtained pursuant to procedures currently in effect under the collective bargaining agreement with the current solid waste collection contractor. This requirement, however, shall not be applicable to management or supervisory personnel.
2. Wages and benefits applicable to employees performing work under the new Franchise Agreement shall be commensurate with current compensation or in accordance with existing agreements with represented labor groups.
3. The contractor may enter into agreement(s) with subcontractors to provide services covered in the Draft Franchise Agreement subject to the prior written consent of the District as stated in Section 3.3 of the Draft Franchise Agreement. Subcontractors shall be required to comply with the obligations stated in paragraphs (1) and (2), above.
4. Labor agreements must be included as attachments to the Draft Franchise Agreement and future modification shall be submitted to CVSan.

3.4 Collection Vehicles and Containers

At a minimum, collection vehicles shall meet the most recent State of California Air Resources Control Board regulations for "Diesel Particulate Matter Control Measure for On-Road Heavy-Duty Residential and Commercial Solid Waste Collection Vehicle Diesel Engines." In developing a proposal and associated costs, proposers shall assume that collection vehicles will need to comply with all applicable emissions standards and laws not only at commencement but also throughout the term of the new Franchise Agreement.

Proposers shall assume an average vehicle and container life of 10 or more years and plan to depreciate vehicles and containers over a 10-year period for the purposes of determining depreciation and interest expenses. At the end of the new Franchise Agreement, the contractor will need to assume responsibility for any remaining book value of the equipment. CVSan reserves the right, at its sole option, to acquire any combination of the containers in service (including carts, bins, and drop boxes) at the existing book value, at the end of the new Franchise Agreement.

As described in Section 3.2, CVSan is interested in considering alternative fuel vehicles for some or all of the collection fleet and transfer vehicles. Proposers are invited to select the type

of fuel and number and type of vehicles they recommend running on the alternative fuel, and present their alternative fuel proposal as an optional “Alternative Proposal.”

3.5 Corporation Yard and Transfer Facilities

CVSan requires that all proposers identify a site or potential sites to be used for staging equipment and personnel, performing equipment maintenance, and transferring (if necessary) recyclable materials and organic materials. CVSan is not requiring that such site(s) be located within the District limits.

3.6 Subcontractors

The future contractor may enter into agreements with subcontractors to provide services requested in the RFP subject to the prior written consent of the District. Subcontractor arrangements are to be disclosed in the proposal. Agreements with the subcontractor(s) must meet the requirements of the level and type of insurance specified in Section 3.3 of the Draft Franchise Agreement.

3.7 District Code Revisions

CVSan may make revisions to the existing District Code to align with the District’s Zero Waste Plan, and the terms and conditions of the new Franchise Agreement. It is anticipated that the Code will be revised prior to the effective date of the new Franchise Agreement.

3.8 Reimbursement of Procurement Costs

The selected proposer will reimburse CVSan for the District’s procurement-related expenses (including, but not limited to, staff time, legal costs, and consulting fees). The reimbursement payment will be made by the selected proposer within five days of the execution date of the new Franchise Agreement. The reimbursement expense is \$150,000 and may be recovered by the contractor through its annual compensation if the expense is amortized over 10 years. The annual procurement-related expense of \$15,000 appears as a pass-through expense on the general and administrative cost proposal form provided in Attachment 9.

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SECTION 4: RFP CONDITIONS AND PROPOSAL SUBMITTAL

4.1 Rights Reserved by CVSan

CVSan reserves the right, at its sole discretion, to pursue any or all of the following actions in regard to this RFP process:

- Issue addenda and amend the RFP and Draft Franchise Agreement;
- Request additional information and/or clarification from proposers;
- Extend the deadline for submitting proposals;
- Allow for the timely correction of errors and waive minor deviations;
- Withdraw this RFP;
- Reject proposals that do not fully comply with the requirements detailed in this RFP, its attachments, addenda, or clarifications;
- Reject incomplete proposals; proposals containing errors, inconsistencies, false, inaccurate or misleading information; proposals submitted after the deadline; and/or, proposals with other process or content errors or deficiencies;
- Reject a proposal if it is not in the best interest of CVSan and its residents and businesses;
- Award the new Franchise Agreement to a proposer based on a combination of its qualitative and quantitative attributes;
- Award the new Franchise Agreement to a proposer without further discussion or negotiation;
- Negotiate changes in the services proposed and/or described in the RFP or to incorporate programs proposed by others; and negotiate changes to the Draft Franchise Agreement;
- Negotiate with selected contractor for a later commencement date;
- Issue subsequent RFP(s) for the same, similar, or related services at a later date;
- Amend its District Code; and,
- Take any other actions CVSan deems are in the best interest of its residents and businesses.

4.2 General RFP Agreements

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

This RFP does not obligate CVSan to accept any proposal, negotiate with any proposer, award a franchise agreement, or proceed with the development of any project or service described in response to this RFP. CVSan has no intention or obligation to compensate any proposer for its expense of preparing its proposal and participating in this procurement process.

Submission of a proposal shall constitute acknowledgment and acceptance of all the terms and conditions contained in this RFP and Draft Franchise Agreement, including all addenda or amendments issued by CVSan per the schedule provided in this RFP with the exception that proposers may take exceptions to the RFP and Draft Franchise Agreement in accordance with Section 5.8 of this RFP. Submittal of a proposal signifies proposer's commitment to provide the proposed services, if selected. In addition, all aspects, conditions and components of proposals submitted shall be valid for one year. Proposals may not be altered after submittal, except in response to CVSan's request for clarification.

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

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

4.3 Proposal Submittal Process

Companies submitting proposals to CVSan shall follow the procedures described in this Section 4.3 and the procedures included in subsequent clarifications or addendums to this RFP, which are issued by CVSan or its consultant.

4.3.1 Step One – Register for Correspondence, RFP, and Announcements

In advance of the mandatory pre-proposal meeting discussed in Section 4.3.3, proposers may request to be placed on the RFP Distribution List in order to receive the link to the RFP Web Page, future correspondence, and announcements related to this RFP. Proposer must email said request to:

Lauren Barbieri, Project Manager
HF&H Consultants, LLC
Email: LBarbieri@hfh-consultants.com
Phone: 925-977-6958

The final RFP Distribution List will include all persons who attend the pre-proposal meeting, and those requesting to be added to the List, pursuant to this Section 4.3.1.

4.3.2 Step Two – Submission of Written Questions

CVSan directs proposers to submit all questions and requests for information in writing directly to its consultant and refrain from contacting CVSan employees. Therefore, any questions, requests for clarification, or requests for additional information regarding this RFP must be submitted in writing via mail or email to HF&H Consultants at the address listed in Section 4.3.1. Questions submitted on or before 4:00 p.m., September 20, 2017 will be addressed at the pre-proposal meeting. Proposers may submit additional questions on or before 4:00 p.m., October 11, 2017.

CVSan or its consultant will respond to all written questions and requests for clarifications submitted by proposers by October 25, 2017. Such response will be in writing and shared with all interested proposers of record.

4.3.3 Step Three – Mandatory Pre-Proposal Meeting

The mandatory pre-proposal meeting will be held at 3:00 p.m., on September 28, 2017 at the District Offices at 21040 Marshall St, Castro Valley, CA 94546. Attendance at this meeting is mandatory. The District may, but is not obligated to, reject proposals received from proposers that do not attend the pre-proposal meeting. Proposers are encouraged to submit questions in advance of the meeting (in accordance with Section 4.3.2) or prepare and pose questions at the pre-proposal meeting. Preliminary oral responses to questions will be provided at the discretion of CVSan staff at the pre-proposal meeting.

Written responses to questions will be provided to all eligible proposers (those companies that registered pursuant to Step One and attended the pre-proposal meeting) following the meeting. In the event of any inconsistencies between oral responses provided at the pre-proposal meeting and written responses subsequently issued, the written responses must be used by proposers for the purpose of preparing proposals.

4.3.4 Step Four – Proposal Submittal

Proposer shall submit two bound double-sided copies of the complete proposal. In addition, a flash drive, computer disk, or other generally accepted electronic storage device containing: 1) a PDF of the technical proposal; 2) a copy of all completed cost proposal forms (i.e., those provided in Attachment 9 of the RFP) formatted for the PC version of Microsoft Excel; and, 3) a copy of the Draft Franchise Agreement in track-changes mode formatted for the PC version of Microsoft Word. Proposals must be printed on 8½ inch by 11 inch paper. All pages shall be

consecutively numbered; although, each section may start with a new page number if preceded by the section number (e.g., Page 2-1 for the first page of Section 2).

The package shall be clearly labeled:

PROPOSAL FOR CVSAN COLLECTION AND PROCESSING SERVICES

Name of Proposer:

Address:

Contact Person:

Telephone Number:

E-mail:

The proposal may be mailed or hand delivered to:

Castro Valley Sanitary District
Attn.: Naomi Lue, Solid Waste Supervisor
21040 Marshall Street
Castro Valley, CA 94546

All proposals must be received by 3:00 p.m. on December 8, 2017. Proposals received after this time and date may be rejected. Postmarks will not be accepted as proof of receipt.

Each proposal must be accompanied by surety made payable to Castro Valley Sanitary District in the amount of \$25,000 and in the form of a certified check, cashier's check, or bid bond. The surety shall be submitted with the proposal in a separate, clearly labeled envelope. The purpose of the surety is to guarantee that the selected contractor will execute a new Franchise Agreement with CVSan. If the selected contractor does not execute the new Franchise Agreement within 30 calendar days after receiving notice of the award of new Franchise Agreement, CVSan may keep the surety to offset the potential cost associated with identification of an alternate service provider and schedule delays and has the right to pursue additional and reasonable costs incurred by CVSan in this event. Checks and bonds will be returned to all proposers no later than 10 calendar days after CVSan has executed the new Franchise Agreement with the successful contractor.

4.3.5 Step Five – Clarification of Proposal Information; CEQA

Proposer may be asked to clarify information through written or verbal communications, or during site visits of proposer's offices; customer service center; corporation yard and maintenance facilities; and, transfer and processing facilities. This clarification process may involve requesting that the proposer demonstrates how financial, customer service, and management information systems can provide reports required by the Draft Franchise Agreement. The clarification process may be performed by CVSan staff and/or their consultants.

During the evaluation process, CVSan will determine if any aspect of a proposal necessitates review under the California Environmental Quality Act (CEQA). Should CVSan make such a determination, proposer shall, upon CVSan direction and at its own cost, conduct such review and underlying analyses as may be required. Proposers shall coordinate with CVSan as

requested in defining the scope of the analyses, in providing drafts for CVSan review and comment, and in making such revisions as CVSan may reasonably require.

4.3.6 Step Four – Proposer Interviews & Negotiations

One or more proposers are likely to be invited to meet with CVSan staff and its consultant in February 2018. The purpose of these meetings is to: 1) receive a presentation of the proposals; and, 2) engage in preliminary negotiations on any exceptions taken to the terms of the Draft Franchise Agreement. CVSan reserves the right to incorporate any written clarifications, presentations, or other supporting documentation into the Draft Franchise Agreement as a material element of the Draft Franchise Agreement.

Time is of the essence in the procurement of these services; therefore, the negotiations will be limited to those items identified in the company's proposal as exceptions to the Draft Franchise Agreement. Each proposer is **required to submit a redline/strikeout version of the Draft Franchise Agreement**, in Microsoft Word format, noting any deletions of franchise language or requirements as well as all replacement or new language. CVSan will not discuss any changes to the Draft Franchise Agreement that are not clearly presented in the proposal.

CVSan expects that the selected proposer(s) will make themselves available promptly to start the negotiations process and will negotiate expeditiously and in good faith to ensure a prompt resolution to the process. CVSan may choose to negotiate final agreements with more than one proposer in order to bring final, proposer-executed, agreements to the District Board for their approval. The determination to negotiate agreements prior to consideration by the District Board will be at the sole discretion of the District's staff and consultant.

4.3.7 Step Five – Contractor Selection

CVSan staff and its consultant will present the results of the RFP and negotiations process to the District Board for their consideration. The District Board may, in their sole discretion:

- A. Award a contract to the recommended proposer;
- B. Award a contract to a proposer other than the recommended proposer;
- C. Direct staff and the recommended proposer to negotiate further;
- D. Direct staff to negotiate with additional or replacement proposers;
- E. Cancel and/or restart this process; or,
- F. Take any other action they deem in the best interest of the District.

SECTION 5: PROPOSAL SUBMITTAL REQUIREMENTS

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

5.1 Proposal Outline

Proposer shall present its proposals in accordance with the outline provided in Table 16. Items that are not required elements of the proposal are noted as “Optional.” At proposer’s option, the proposer may include additional information or data on other relevant topics or more detail on the information requested herein that is relevant to the proposal. Any additional information shall be included as attachments to the proposal.

**Table 16
Proposal Outline**

i.	Title Page
ii.	Cover Letter
iii.	Table of Contents
ES	Executive Summary
1.	Company Description
A.	Business Structure
B.	Collection Experience
C.	Service Initiation Experience
D.	Key Personnel
E.	Labor Agreements and Wages
F.	Past Performance Record
G.	Financial Information
2.	Technical Proposal for Base Proposal
A.	Collection
B.	Recyclable Materials Processing
C.	Organic Materials Processing
D.	Residential On-Call Bulky Item Clean-Up Events
E.	Construction and Demolition Debris Services
F.	Public Education and Outreach
G.	Customer Service

	H. Billing
	I. Implementation Plan
	J. Mandatory Recycling Implementation and Monitoring Plan
	K. Subcontractors
	L. Existing Management and Customer Service Systems
	M. Corporation Yard and Maintenance Facilities
3.	Technical Proposal for Alternative Services
	A. Cart Replacement for RFID Attachment (Req.)
	B. Single-Family Garbage Pay-per-Setout (Req.)
	C. Single-Family Used Cooking Oil Collection (Req.)
	D. Single-Family Curbside Textile Collection (Req.)
	E. Single-Family Organic Materials Collection to Canyonlands (Req.)
	F. Single-Family Bulky Item Collection to Canyonlands (Req.)
	G. Mixed Waste Processing for Public Litter Containers (Req.)
	H. Alternative Fuel Vehicles (Optional)
	I. Other Service Enhancements and Innovations (Optional)
4.	Environmental Considerations (Optional)
5.	Acceptance of RFP and Franchise Agreement
6.	Cost Proposal
	A. Base Cost Proposal
	B. Cost Proposal for Alternative Services
7.	Other Proposal Forms
	A. Secretary's Certificate
	B. Anti-Collusion Affidavit
Attach.	Additional material may be included at proposer's discretion (Optional)

5.2 Cover Letter

The cover letter shall clearly identify the legal entity(ies) submitting the proposal and state whether each entity is a sole proprietorship, partnership, corporation, or joint venture. The cover letter shall be signed by the designated representative authorized to bind proposer as documented on the Secretary's Certificate to be submitted in accordance with Section 5.10.1. In the cover letter, proposer shall acknowledge all addenda to the RFP it received by providing a list of the addendum and date of issuance.

5.3 Executive Summary

Proposer shall provide an executive summary to introduce its proposal, present its strategy and costs, and highlight unique aspects of its approach to servicing CVSan. The executive

summary can be used to highlight any additional programs, service enhancements, or other innovations proposed.

5.4 Company Description

5.4.1 Business Structure

In its proposal, proposer shall:

1. Confirm that proposer is authorized to conduct business in California;
2. Identify the legal entity that would execute the new Franchise Agreement. State whether each entity is a sole proprietorship, partnership, corporation, or joint venture. Describe in detail the relationship of the proposer to the executing entity. If the proposer is a joint venture, describe where the entities have collaborated before;
3. State the number of years the entity(ies) have been organized and doing business under this legal structure. Proposal must include all the names of company's (and executing entities' if different than company's) owners/stockholders with greater than a 10% holding and creditors owed a debt greater than 10% of the company's total assets;
4. Identify other businesses with ownership by principals and/or management; and,
5. Describe all services to be performed by subcontractors, and identify each subcontractor by name. Proposer shall describe any current or past working relationship with the subcontractor(s) in the past five years.

5.4.2 Collection Experience

Proposer must describe its experience serving jurisdictions in California (preferably serving jurisdictions of similar or larger size and similar demographics to CVSan). Proposer's description for each comparable jurisdiction shall include:

1. The name of the jurisdiction where the services were provided, commencement date of services and term of the agreement;
2. The service provided (e.g., garbage collection, recyclable materials collection, organic materials collection, C&D collection, processing, and other unique collection programs at proposer's discretion such as those for e-waste, u-waste, or household hazardous waste);
3. The name, address, and telephone number of the jurisdiction's representative responsible for administering the agreement; and,
4. The number of single-family, multi-family, and commercial customers served.

5.4.3 Service Initiation Experience

CVSan is interested in learning about each proposer's experience with implementation of new franchise agreements and new programs (such as roll-out of a pay-per-setout program, food scraps service for multi-family and commercial customers, multi-family on-call clean-up and bulky service, etc.). Include a minimum of three reference projects for which the proposer has initiated a new collection contract and/or new collection services. For each reference program, the description shall include:

1. The name of the jurisdiction where the services were provided and commencement date and term of the agreement;
2. The service initiation performed (i.e., initiation of a new franchise agreement, universal roll-out/distribution of organics collection to all multi-family and commercial accounts, etc.);
3. The name, address, and telephone number of the jurisdiction's representative responsible for administering the agreement;
4. The number of residential and commercial customers served;
5. Description of how the company handled the specific requirements for the procurement of vehicles and personnel; training of personnel; billing and fee collection services; determination of routes and operating procedures; delivery of containers; public education; and the preparation of procedures to ensure a smooth transition from one company to another and one type of service to another; and,
6. Identification of problems that occurred during the initiation of the new contract and solutions implemented to solve the problem(s).

5.4.4 Key Personnel

Provide an organization chart for key personnel. Identify key personnel the proposer plans to assign to: (1) the transition team; and, (2) the ongoing management of the services provided under the Draft Franchise Agreement. At a minimum, provide the names, contact information, job description, and qualifications for the following key personnel:

- Regional Manager
- District Manager
- Site Manager
- Operations Manager
- Controller/Finance Manager
- Customer Service Manager

Also provide the name, contact information and qualifications for the person who will serve as the primary contact person for CVSan during the term of the new Franchise Agreement.

If specific individuals have not been identified for one or more positions, provide the job description and/or hiring criteria that will be used to select the individual.

5.4.5 Labor Agreements and Wages

Proposer shall identify the jurisdiction in which its employees are currently represented by labor organizations and the names of each labor organization. In addition, proposer shall identify its plan for arranging labor if they are selected to provide collection and processing services in the District. Specifically, proposer shall identify if and when they plan to enter into any collective bargaining agreement(s), the labor organization(s) the proposer will work with, and the nature of the collective bargaining agreement(s). If services will be provided under an extension or renewal of an existing labor agreement, provide a copy of the full agreement including all amendments, extensions, and/or renewals. If new labor agreement(s) will be negotiated prior to the commencement of the new Franchise Agreement, provide a memorandum of understanding between the labor organization and company outlining the terms and conditions of the agreement, wage rates, employee benefits, and work rules. Identify how the proposed plans, wages, benefits, and/or work rules differ from the labor agreements in place for employees currently serving CVSan and employed by WMAC.

5.4.6 Past Performance Record

1. Litigation and Regulatory Actions. Describe past and pending civil, legal, regulatory, and criminal actions (including arrests, indictments, litigation, grand jury investigations, etc.) now pending or that have occurred in the past five years against key personnel (as identified by the proposer in Section 5.4.4), proposing entity, its parent company, and all subsidiaries owned by proposing entity.
2. Payment of Fines, Penalties, Settlements, or Damages. Provide a statement disclosing any and all fines, penalties (including liquidated damages or administrative fees), settlements, or damages of any kind paid by proposer, its parent company and subsidiaries, to public agencies in the past five years. For each payment, list the amount the company has paid, the name of the jurisdiction to which damages were paid, and the event(s) which triggered the damages. Identify what personnel and/or policy changes the company made in response to such incidents (e.g., terminated or reassigned employees involved, new process protocols, etc.).
3. Insurance Mod Rate. Proposer must report its experience modification factor, "mod rate," that is applied to its workers' compensation insurance policies.
4. BIT Report. Proposers shall provide the most recent Biennial Inspection of Terminal report ("BIT") for all facilities to be used to service this agreement.

With regard to the items requested in this Section 5.4.6, proposers who operate in multiple counties or states with independent management structures need only report such actions relative to the operations managed by the management team proposed to be responsible for this contract.

Note: The occurrence of past or pending civil, legal, regulatory, or criminal actions does not automatically disqualify a company from participating in this process. However, failure to report such actions, whether discovered before or after CVSan executes the new Franchise Agreement, shall be considered a material omission and may form the basis for disqualifying a proposer or terminating the new Franchise Agreement. Material omissions may constitute fraud in the inducement of a public contract, and if such omissions are discovered, CVSan reserves all rights and remedies available under the law.

5.4.7 Financial Information

1. Financial Statements. Submit audited financial statements for the most-recently completed fiscal year for the legal entity(ies) that would execute the new Franchise Agreement. All such statements are to be prepared in accordance with Generally Accepted Accounting Principles applied on a consistent basis and shall be audited in accordance with Generally Accepted Auditing Standards by an Accountant certified in the State of California and shall include a statement by the chief financial officer (CFO) of the entity(ies) that there has been no material adverse change in such condition or operations as reflected in the submitted balance sheet and income statements since the date on which it was prepared.

In the event that any proposer believes that their financial statement constitutes “confidential information”, the proposer shall submit their financial statement in a separate, sealed envelope and shall note “CONFIDENTIAL” on each page of the confidential documents. CVSan and its consultant will maintain the confidentiality of such and will only report financial ratios (e.g., debt to equity ratio, quick ratio, etc.) to the evaluation team. In the event that such financial statements are ordered by a court to be produced, CVSan will notify any affected proposer and such proposer(s) shall be responsible for defending the confidentiality of such information to the court. Upon selection of contractor(s) in response to this RFP, CVSan will return all confidential documents to each of the proposers, upon request.

2. Financing Plan. Describe the plan for financing all capital requirements (i.e., those listed on Cost Proposal Form 4) in a "Sources and Uses of Funds" format, which describes the sources of required capital (e.g., banks, leasing companies, cash reserves, etc.) and uses (e.g., property, trucks, equipment, containers, reserves, etc.). Attach supporting documents (e.g., letters from banks or leasing companies) that demonstrate your ability to implement the financing plan.

5.5 Technical Proposal for Base Services

Proposer shall describe how it plans to perform the collection and processing services requested in Section 3 of this RFP and described in the Draft Franchise Agreement. When presenting information requested herein, proposer shall explain the method of delivering the services, equipment selected, routing strategies, and collection and processing methods. The description shall also note differences (for different customer types) in terms of routing strategies, collection methods, vehicles, collection crew size, etc. In addition, proposer must

describe in detail why its technical approach to the services was chosen, and its advantages to CVSan.

If a proposer has presented information for one type of service that is the same for another type of service, proposer may refer to its previous description rather than reiterating the discussion in its proposal. For example, if single-family garbage and recyclables collection vehicles are the same, the vehicle description can be provided once for the garbage service and then referenced for the recyclable materials collection service.

5.5.1 Collection

Proposer shall describe how it plans to perform the collection services requested in the RFP and described in the Draft Franchise Agreement. Specifically, information should address recyclable materials, organic materials, and garbage collection for each: single-family services, multi-family services, commercial services, and drop box and compactor services. In the event that the proposed collection methodology from one customer/material type to the next is largely the same, proposer may identify this, and highlight the differences between the proposed approaches, as opposed to repeating the same information multiple times. Proposer shall also describe how it plans to perform special event, HHW collection event, C&D, bulky item, used oil, holiday tree, and any other non-routine collection operations required by the Draft Franchise Agreement. Proposers shall also identify how tonnage will be allocated between customer types (e.g. single-family, multi-family, commercial, etc.) in the event that multiple customer types are collected on a single route (e.g. recyclable materials cart service route). Include at a minimum:

- Collection methodology;
- Equipment to be utilized (e.g., equipment/vehicle description, number, types, cost, capacity, age, etc.);
- Standard crew size;
- Plan for mitigating driver absenteeism, and maintaining complete and timely service of routes through holiday periods (“staffing-up”); and,
- Number, types, sizes, and manufacturer’s specifications of containers to be utilized.

If the proposed methodology or equipment relies on co-collection vehicles, split containers, or an uncommon method, proposer must provide the names of jurisdictions where the proposed equipment/method is currently being used as it is proposed. Also, describe in detail how this collection technology will work, why it was chosen for CVSan, and how it will benefit and work in the District specifically.

5.5.2 Recyclable Materials Processing

The following information is required for recyclable materials processing services:

1. Processing Site Information. Name, location, and description of the processing facility(ies) where recyclable materials will be handled; name of owner and operator of

the facility(ies); contact name and phone number of the site manager; description of processing methods; method of tracking tonnage if the facility is receiving tonnage from other jurisdictions; and, the current average monthly residue level of the processing site. Identify if the company that owns or operates the processing site is the same as the proposing entity, a related-party entity, or a subcontractor.

2. Permits and Regulatory Compliance. Provide contact names for the regulatory agencies that monitor the processing facility's compliance with applicable local, State, and federal laws and regulations. For each contact, provide the name of the regulatory agency, the contact person's name, title, and telephone number.
3. Available Processing Capacity. Provide a written commitment guaranteeing capacity for the recyclable materials collected under the new Franchise Agreement throughout the term of the Agreement. If proposer is not the owner or operator of the facility, proposer is to provide a letter of commitment from the processing facility owner to comply with this RFP requirement.
4. Import Restrictions or Fees. List any import restrictions, taxes, or fees that will be applicable to the receipt of CVSan's recyclable materials. Discuss the ability of the host jurisdiction or state to increase or levy taxes, host fees, or other fees. If there is an import restriction on accepting materials from outside of the local jurisdiction, describe the process to have the import restriction waived. Describe how proposer will prepare and/or broker recyclable materials in a way that reduces risks and associated financial impacts of actions such as "Operation Green Fence" and other recent import restrictions.
5. Transfer Method. If use of a transfer station is proposed in conjunction with the proposed processing site, proposer shall provide the same type of information requested in Items 1 through 4 of this Section 5.5.2. If an alternative transfer method is proposed, proposer shall describe the transfer methodology and any equipment required, regulatory approval needed, and other pertinent information.

5.5.3 Organic Materials Processing

The following information is required for organic materials processing services:

1. Processing Site Information. Name and description of facilities where organic materials will be processed and/or composted, name of owner and operator, contact name and phone number of the site manager; description of processing and composting processes (including the type of composting method(s) used); method of tracking tonnage for CVSan if the facility receives tonnage from other jurisdictions; the products to be produced from the organic materials (e.g., compost, mulch, etc.); method of accessing organic materials collected in bags (which will be allowed in accordance with Section 2 of Exhibit B3 of the Draft Franchise Agreement); and, the current average monthly residue level of the processing site. Note that the use of organic materials for alternative daily cover or beneficial reuse is not allowed under the Draft Franchise Agreement. Identify if the company that owns or operates the processing site is the same as the proposing entity, a related-party entity, or a subcontractor.

2. Permits and Regulatory Compliance. Provide contact names for the regulatory agencies that monitor the processing facility's compliance with applicable local, State, and federal laws and regulations. For each contact, provide the name of the regulatory agency, the contact person's name, title, and telephone number.
3. Available Processing Capacity. Provide a written commitment guaranteeing capacity for the organic materials collected under the new Franchise Agreement throughout the term of the Agreement. If proposer is not the owner or operator of the facility, proposer is to provide a letter of commitment from the processing facility owner to comply with this RFP requirement.
4. Import Restrictions or Fees. List any import restrictions, taxes, or fees that will be applicable to the receipt of CVSan's organic materials. Discuss the ability of the host jurisdiction or state to increase or levy taxes, host fees, or other fees. If there is an import restriction on accepting materials from outside of the local jurisdiction, describe the process to have the import restriction waived.
5. Transfer Method. If use of a transfer station is proposed in conjunction with the proposed organic material processing and/or composting site, proposer shall provide the same type of information requested in Items 1 through 4 of this Section 5.5.3. If an alternative transfer method is proposed, proposer shall describe the transfer methodology and any equipment required, regulatory approval needed, and other pertinent information.

5.5.4 Garbage Transport

Proposer shall describe how it plans to efficiently transport all garbage collected in the District to the Davis Street Transfer Station. The selected proposer will not be responsible for performing garbage transfer or disposal services under the new Franchise Agreement, as the District contracts for these services separately.

5.5.5 Residential On-Call Bulky Item Clean-Up Events

Describe your approach to conducting the residential on-call bulky item clean-up programs for single-family and multi-family customers. Address differences in your approach to working with single-family and multi-family customers. Identify how you plan to encourage reuse. If applicable, identify any third party reuse organizations you plan to work with and list the materials that will be targeted for reuse.

5.5.6 HHW/ E-Waste/ U-Waste/ or Other Material Collection Events

Over the past many years, the twice-annual CVSan Collection Events have been very successful in terms of community participation and materials dropped-off and diverted from landfill disposal. Maintaining the success of the Collection Events, and effectively managing the high participant volume is very important to the District. Describe your approach to managing the operations and flow of traffic at these large-scale drop-off events, which are described in Section 5 of Exhibit B1 of the Draft Franchise Agreement. Please see the August 5, 2017 CVSan Recycles Day event site plan which is included as Attachment 4 to this RFP.

5.5.7 Construction and Demolition Debris Services

Describe your approach to working with construction and demolition debris contractors and plans for processing source separated recyclable construction and demolition material to meet the diversion requirements which are summarized in Section 2.8.

5.5.8 Public Education and Outreach

CVSan places the utmost importance on effective public education and promotion as the key to helping residents and businesses understand more about source reduction, reuse, and recycling. Public education and outreach activities related to the new Franchise Agreement will be managed by CVSan, and funded by selected contractor through an annual Public Education and Outreach Payment, as described in Article 7 of the Draft Franchise Agreement. As further described in Exhibit C of the Draft Franchise Agreement, the selected contractor shall provide other public education and outreach assistance upon CVSan request. Each proposer shall describe how it will perform the requirements described in Article 7 and Exhibit C.

5.5.9 Customer Service

To ensure that customers in the District obtain competent, professional and courteous customer service, proposer shall:

- Describe the location where proposer's customer service operation will be housed. Describe a back-up plan in the event of natural disaster, or disruption to phone service.
- Specify the number of full-time equivalent customer service representatives (CSR) that will serve CVSan. Describe how calls will be handled/reported, how many calls are expected per CSR, and describe any changes you will make to your current CSR operation to accommodate CVSan. Describe a training schedule for on-going education and training of CSRs and how quality control and coaching are completed.
- Identify if the company has a website that customers may access to obtain customer rates, service information, pay bills, and to submit inquiries or complaints and provide website address, if applicable. Confirm that customers can email their queries and specify the maximum turn-around time for responses. Confirm if customers can chat live with a CSR and what the operating days and hours of live chat are.
- Describe how CVSan will be granted access to the company's information systems to view and interact with customer service related information to comply with Sections 4.9, 4.10, and Exhibit F of the Draft Franchise Agreement. Please provide examples of all information that would be available to CVSan staff using screen-shots, tables, or other outputs from the system.

5.5.10 Billing and Rates

The selected contractor will be responsible for billing all customers for services. To ensure that customers in the District obtain competent, professional, and courteous customer service with regard to billing matters, proposer shall:

- Describe how the proposer will develop the necessary customer service and billing data at the start of services. Such a description shall include the proposer's approach for identifying service needs and process for auditing and verifying the accuracy of data in the contractor's system;
- Provide sample customer billings and a listing of jurisdictions where proposer currently provides billing services, including a contact name and phone number; and,
- Describe its procedures for dealing with customer service, with regard to customer billing demands, during the transition and throughout the term of the new Franchise Agreement.

As described in Section 2.7, CVSan intends to revise the existing rate structure "bundles" to provide customers greater opportunities to customize their service levels for Zero Waste. CVSan intends to finalize the revised rate structure during negotiations with the selected proposer. Proposer shall provide a description of any suggested revisions to the existing rate bundles (see existing rate schedule in Attachment 3) and/or other rate structure adjustments which would support the District's Zero Waste and customer service goals.

5.5.11 Implementation Plan

Provide a detailed implementation plan describing the proposer's approach to facilitating a smooth transition to all new types of collection services and potentially a new service provider. The proposal must clearly describe the proposer's ability to implement the services in accordance with the schedule shown in Table 1 of this RFP. This should include how the proposer will meet equipment, personnel, administration, maintenance, and public education requirements. The proposer should describe its assumptions regarding CVSan staff participation and the current service provider's participation. Provide a schedule listing key events (i.e., equipment procurement, public education, container distribution, employee hiring and training, etc.), duration, and expected completion date of each event. Discuss contingency plans that will be in place for various aspects of the implementation process.

5.5.12 Mandatory Recycling Implementation and Monitoring Plan

Contractor will be required to provide all program elements required by the State regulations for mandatory commercial recycling and organics collection under AB 341 and AB 1826 including, at a minimum, the provision of collection services, education, outreach, monitoring, and reporting for all commercial and multi-family properties covered by the regulations. In addition, contractor will be required to comply with mandatory recycling requirements established by the Alameda County Waste Management Authority's Mandatory Recycling Ordinance. Proposers should describe their approach to performing customer education, outreach, monitoring, and

reporting to comply with AB 341, AB 1826, and the Alameda County ordinance as part of their proposal.

5.5.13 Subcontractors

Identify by name and describe all services to be performed by any subcontractors.

5.5.14 Existing Management and Customer Service Systems

Proposer shall describe the management systems and customer service systems its company plans to use to manage inquiries and complaints received from residential and commercial customers. The description of the management systems and customer service systems shall include:

- A. Name, type of equipment, software used to maintain routing and customer service information, and period of time the company has operated this system;
- B. Management procedures for managing inquiries and complaints and procedures used to minimize complaints (e.g., missed pick-ups, noise, spills, etc.);
- C. Description of system capability and/or procedures to ensure timely accessibility of information by jurisdictions served;
- D. Description of whether individual call centers are established for each service area or if customer calls are handled by a centralized call center; and, identification of the location of the call centers that will be used;
- E. Identification of whether the system is used company-wide or for select jurisdictions (listing which jurisdictions);
- F. Description of how the customer service information interfaces with route and billing data and provision of examples of reports that summarize single-family, multi-family, and commercial customer information (name, address, service location, level of service, complaints, etc.);
- G. Description of your company's internal performance standards/targets as well as procedures used to satisfactorily respond to, record, and report common customer complaints such as: missed pick-ups; spills and litter resulting from collection; collection schedule changes; broken or missing containers; improperly prepared set-outs; noise complaints; traffic and sidewalk obstruction during collection; and, safety around collection vehicles during operations;
- H. Description of how the company measures customer service with regard to the call center's responsiveness and accuracy of responses, as well as the quality of collection service. Identification of specific performance metrics or targets your company tracks. Provision of copies of actual reports for at least three jurisdictions that document the actual performance level against your targets including, at a minimum, average hold times of the customer service call center and missed pick-ups;

- I. Provision of copies of monthly or quarterly reports submitted to at least two jurisdictions that document monthly tonnage, customer account, and complaint information; and,
- J. Demonstration of the ability to report the information required in Article 6 and Exhibit D of the Draft Franchise Agreement if not demonstrated through the presentation of information required above.

5.5.15 Corporation Yard and Maintenance Facilities

Describe the proposed location(s) of the corporation yard for collection vehicle parking, collection container storage, event containers, employee parking, vehicle and equipment maintenance facilities, offices, and transfer operations (if necessary). If the facility(ies) are currently operational and owned or leased by the proposer, describe plans, if any, to modify or expand the facility(ies) and the permitting process associated with the modification or expansion activities. If the facility(ies) need to be purchased, leased, and/or developed by the proposer, describe the acquisition and development plans; describe contingency plans in the event the proposed site is not available (or suitable) or in the event the acquisition and development timeline is delayed; and indicate willingness to stand by the proposed costs and rates if proposer has to secure a site other than described in its proposal.

5.5.16 Zero Waste Requirements

As described in Section 2.5 of this RFP, in 2014 the CVSan Board of Directors adopted goal of achieving Zero Waste by the year 2029. In support of this goal, CVSan is interested in establishing a multi-faceted diversion target for the new Franchise Agreement. As referenced in Section 5.12 of the Draft Franchise Agreement, the diversion target shall be focused on encouraging customers to increase the relative level of recyclables and organics service received compared to the level of garbage service received through downsizing the garbage subscription level, and to reduce the overall level of total materials (including recyclables and organics) discarded. Such a diversion target will utilize two metrics: franchised diversion percentage by sector; and, franchised tons per account per year by sector. CVSan intends for achievement of the diversion and source reduction targets to result in an automatic extension of the term of the new Franchise Agreement, as described in Section 2.1 of the Draft Franchise Agreement. The proposed diversion and source reduction targets are as follows:

**Table 17
Single-Family Zero Waste Targets**

	Avg Mo. Accounts	Garbage	Recycling	Organics	All Materials	Diversion %	Tons/Acct /Yr.
2014 Actual	14,913	8,101	6,860	8,485	23,446	65.4%	1.57
2015 Actual	14,993	8,094	6,942	8,554	23,590	65.7%	1.57
2016 Actual	14,973	7,687	6,252	8,630	22,569	65.9%	1.51
2020 Target						65.9%	1.51

	Avg Mo. Accounts	Garbage	Recycling	Organics	All Materials	Diversion %	Tons/Acct /Yr.
2021 Target						65.9%	1.47
2022 Target						65.9%	1.44
2023 Target						65.9%	1.40
2024 Target						65.9%	1.37
2025 Target						65.9%	1.33
2026 Target						65.9%	1.30
2027 Target						65.9%	1.27

**Table 18
Multi-Family Zero Waste Targets**

	Avg Mo. Accts	Garbage	Recycling	Organics	All Materials	Diversion %	Tons/Acct /Yr.
2014 Actual	162	1,502	540	224	2,266	33.7%	13.97
2015 Actual	162	1,503	612	252	2,367	36.5%	14.60
2016 Actual	164	1,766	595	317	2,678	34.1%	16.35
2020 Target						36.5%	14.60
2021 Target						38.5%	14.23
2022 Target						40.5%	13.88
2023 Target						42.5%	13.53
2024 Target						44.5%	13.19
2025 Target						46.5%	12.86
2026 Target						48.5%	12.54
2027 Target						50.5%	12.23

**Table 19
Commercial, District, School, Drop Box (excl. C&D) Zero Waste Targets**

	Avg Mo. Accts	Garbage	Recycling	Organics	All Materials	Diversion %	Tons/Acct /Yr.
2014 Actual	402	3,360	800	472	4,632	27.5%	11.54
2015 Actual	387	3,871	931	636	5,438	28.8%	14.05
2016 Actual	395	5,006	1,160	1,138	7,304	31.5%	18.51
2020 Target						31.5%	14.33
2021 Target						33.5%	13.97
2022 Target						35.5%	13.62
2023 Target						37.5%	13.28
2024 Target						39.5%	12.95
2025 Target						41.5%	12.63
2026 Target						43.5%	12.31
2027 Target						45.5%	12.00

CVSan is interested in working with the selected proposer to refine the diversion and source reduction requirements and related incentives for achievement. Each proposer shall comment on CVSan's proposed approach to incentivizing source separation and overall reduction of

waste generation. Please discuss the services that you would implement to achieve the stated targets, as well as any input you may have on the stated goals. CVSan intends to finalize the final diversion and source reduction requirements during the negotiations process. CVSan intends to retain the existing requirement to divert 90% of asphalt and concrete collected under the new Franchise Agreement, and intends to increase the existing other C&D diversion requirement from 50% to 65% (see Section 2.5 of the RFP for more information on current diversion rates and requirements).

5.6 Technical Proposal for Alternative Services

5.6.1 Required Alternative Services (Required)

For the “Required” alternative services described in Section 3.2, provide a description of the proposer’s approach to providing each service. Note that a response to this Section 5.6.1 is a required element of the proposal; it is not optional. Cost proposal information for Alternative Services must be provided in the proposal forms. At a minimum, include for each service the following:

- The type and number of customers that would be targeted and basis for estimated tonnage levels and customer participation levels, noting the proposer’s experience with comparable programs in other communities;
- Collection methodology, including discussion of special methods for collecting in hard-to-service areas such as narrow streets, winding roads, long driveways, private roads, courts, and alleys;
- Equipment to be utilized (e.g., equipment/vehicle description, number, types, cost, capacity, age, etc.); and,
- The benefits of the proposed service, and potential challenges related to the service and strategies for managing such challenges.

5.6.2 Optional Alternative Services (Optional)

Proposer may present one or more proposals for the “Optional” alternative services described in Section 3.2, as well as other innovative and/or cost-saving services beyond those identified in this RFP and Draft Franchise Agreement.

Proposer must clearly describe the proposed service(s) and the operational and financial impacts that the inclusion of the service(s) would have on the other services. For each proposal for optional, innovative and/or cost-saving services, proposer shall provide a thorough description of its plans for the program, including, but not limited to, the following:

- The type and number of customers that would be targeted and basis for estimated tonnage levels and customer participation levels;
- Collection methodology, including discussion of special methods for collecting in hard-to-service areas such as narrow streets, winding roads, long driveways, private roads, courts, and alleys;

- Equipment to be utilized (e.g., equipment/vehicle description, number, types, cost, capacity, age, etc.). Describe plans for equipment replacements through the maximum term of the franchise agreement;
- The benefits of the proposed service, and potential challenges related to the service and strategies for managing such challenges; and,
- Communities where this program has been successfully implemented by proposer or others.

If innovative or cost-saving proposals are presented, proposer shall submit a cost and operating data in the space provided in the proposal forms. CVSan is not obligated to select these proposals. Innovative or cost-saving proposals will be considered by CVSan if it concludes that it warrants evaluation and analysis.

5.7 Environmental Considerations

Proposer shall identify environmental enhancements it can incorporate into its operations and/or describe its company's environmental policies that support CVSan's goals and objectives related to:

- Minimizing environmental impacts (e.g., air, water, depletion of natural resources) associated with collection, transfer, transport, and processing services (calculations encouraged);
- Encouraging the highest and best use of recycled materials; and,
- Supporting, where practical, local and regional end markets for recovered materials.

Examples of environmental enhancements, aside from alternative fuels, include:

- Obtaining certification as a "Green Business" through the Bay Area Green Business Program;
- Incorporating green building best practices and standards into facilities used by proposer;
- Adopting environmentally preferable purchasing policies for the company's operations; and,
- Achieving certification to national or international standards (e.g., ISO certification for environmental or quality management).

5.8 Acceptance of RFP and Franchise Agreement

To provide the proposer with a clear understanding of the roles, responsibilities, rights, and obligations of the contractor and CVSan, the Draft Franchise Agreement has been prepared and is included as Attachment 10. Proposer is required to review the Draft Franchise Agreement prior to submittal of its proposal to CVSan. CVSan expects the Draft Franchise Agreement will

be executed by the selected contractor in substantially the same form as presented in Attachment 10. This review process allows the proposer to prepare the proposal and costs for services with full consideration of its rights and obligations.

Proposer must describe in detail any proposed exceptions to the RFP and Draft Franchise Agreement. For each RFP exception, proposer shall identify the exception, explain its concern, and provide alternative language for consideration by CVSan. To document the proposer's exceptions to the Draft Franchise Agreement and proposed alternative language, proposer shall record its exceptions and proposed alternative language directly in an electronic version of the Draft Franchise Agreement, using "track changes" mode, and include a hard-copy clearly displaying any redline/strikeout changes in its proposal. Proposer shall also complete any information in the Draft Franchise Agreement that needs to be tailored to the company's proposal such as, but not limited to, the contractor's name, guarantor's name, and the proposed recyclable and organic materials processing sites. Each location in the Draft Franchise Agreement where proposer-specific information is to be inserted is identified with a note to proposer that provides instructions.

CVSan shall reserve the right to determine if the exceptions are acceptable based both on the number and nature of exceptions taken. The exceptions to the Draft Franchise Agreement will be given significant consideration in the evaluation process. In its sole discretion, CVSan may determine whether to negotiate some or all of the proposed exceptions with one or more proposers prior to the final evaluation of the proposals.

Proposer will be deemed to have accepted and agreed to any provisions of the RFP and/or proposed terms and conditions of the Draft Franchise Agreement that have not been noted as exceptions in the proposal. If CVSan chooses to enter into negotiations with a proposer, the noted comments and recommended alternative Franchise Agreement language will serve as a starting point for discussion. The selected contractor may not initiate discussion related to Franchise Agreement language for which no exceptions were noted. CVSan may request the proposer to sign the new Franchise Agreement before the District Board makes the final contractor selection.

5.9 Cost Proposal

The cost proposal to be prepared by proposer includes several components such as operating statistics and detailed costs. Proposer shall submit the cost proposal using the forms provided in Attachment 9. Proposer must carefully review the instructions provided in this section and comply fully with the requirements set forth herein. The cost proposal includes the following two components:

1. Base cost proposal that reflects the base services; and,
2. Cost proposal for alternative services (both required and optional) that are being considered by CVSan.

Proposer shall follow the instructions provided below for preparation of the cost proposal components. A complete set of cost proposal forms described herein shall be included in each

copy of the proposal submitted and an electronic copy of the forms is required in Microsoft Excel format pursuant to Section 4.3.4.

The proposal assumptions, operating statistics, and cost proposal information submitted by proposer will be evaluated to determine the reasonableness of the contractor's proposed rates and will serve as a baseline for future adjustments to rates approved by CVSan. The cost proposal (including proposed rates) shall be firm and valid for a period of one year from the submittal date of the proposal.

5.9.1 Guidelines

The proposer shall prepare its cost proposals in accordance with the following guidelines:

1. **Terms based on Agreement.** Contractor shall be governed by the terms and conditions of the Draft Franchise Agreement.
2. **Scope per RFP and Agreement.** The proposed operating statistics, costs, and rates on Forms 2 through 14 shall encompass all base collection services, which are identified in Section 3.1 and further described in the Draft Franchise Agreement.
3. **Valid for Rate Period One.** Costs shall be effective for the last twelve months of rate period one (July 1, 2019 through June 30, 2020). Capital costs on Form 4 shall be presented in 2019 dollars, reflecting the estimated cost of purchase on or about the contract execution date.
4. **Wage and Benefit Requirements.** Labor costs shall reflect the labor policy presented in 3.3.2 and proposals shall anticipate necessary changes to reflect inflation and negotiated labor contract terms.
5. **Depreciation and Interest.** The base proposal shall reflect the purchase of new collection vehicles, bins, and drop-boxes (noting the selected proposer will not be required to purchase all new carts prior to the commencement date, but will be required to replace carts which become unserviceable throughout the term of the new Franchise Agreement). At the proposer's option, an alternative proposal may be presented in the alternative services forms that reflects used equipment for some or all vehicle and container needs. In either case, depreciation and interest expenses related to purchase of vehicles and containers at commencement and during the term of the new Franchise Agreement (including possible extensions) need to be anticipated and an average annual amount included for Rate Period One. Proposer shall assume an average vehicle and container life of 10 or more years and plan to depreciate the vehicles and containers over a 10-year period for the purposes of determining depreciation and interest expenses.
6. **Disposal Costs.** The cost of delivering garbage to the Davis Street Transfer Station shall be included in the cost proposal forms assuming a per-ton tipping fee for transfer and disposal services of \$91.87 as of July 1, 2017. An adjustment shall be made to contractor's compensation if the actual tipping fee is different than the \$91.87 per ton used for purposes of the proposal.

7. **Processing Costs.** Proposer shall specify the per-ton processing cost for recyclables, organics, and construction and demolition material, revenues from the sale of materials, and the net processing cost (or net revenue) on Form 7 of the cost proposal. If proposer plans to use a transfer station to move materials to the processing facility(ies), proposer shall separately identify the per-ton transfer costs in the area provided on Form 7.
8. **Start-Up Costs Annualized.** Start-up costs related to implementation of the new Franchise Agreement shall be annualized over a 10-year period and shown on Form 6E for the base cost proposal.
9. **Diesel and Alternative Fuel.** For the base proposal, all vehicle and related fuel costs shall reflect standard diesel (or other fuel chosen by the proposer for the base proposal). Proposer may present a plan for alternative fuel vehicles and/or alternative fuel using the alternative services forms to separately identify the incremental annual cost for the alternative fuel vehicles (compared to costs for diesel fuel vehicles on Forms 5, 6, and 6A through 6E).
10. **Compactor Service.** Costs for servicing roll-off compactors shall be included with drop box costs on the cost proposal forms. Cost for bin-type compactors shall be included with bin costs on the cost proposal forms.
11. **Procurement Costs.** As described in Section 3.8, the selected contractor shall reimburse CVSan for \$150,000 of procurement-related expenses, which may be annualized as \$15,000 and recouped as a pass-through expense as shown on the general and administrative cost proposal Form 6E of the base cost proposal provided in Attachment 9.
12. **Rate Proposal.** The proposed rates shall be presented on Forms 8 through 14 for the base cost proposal. CVSan has specified the relationship of each rate category relative to the rates of the same customer type. As a result, the proposer is required to enter only the rates indicated and all other rates will be calculated. More specific instructions are provided on the rate proposal forms. Rate proposals are not required for the alternative cost proposal; rates will be negotiated based on proposed costs if one or more of the alternative services are selected.
13. **Non-Allowable Costs.** Costs identified in Exhibit E2 to the Draft Franchise Agreement shall not be included in the cost proposal.
14. **District Fees and Payments.** Forms 5 and 6 of the cost proposal forms itemize the CVSan fees and payments to be included in the cost proposal. CVSan reserves the right to modify fees before commencement of the Draft Franchise Agreement.
15. **Service Level Assumptions.** The proposer shall develop its cost and rate proposal based on its service level assumptions reflecting its: (i) due diligence in reviewing the provided service level information, (ii) assessment of the service needs of the District and its residents and businesses, (iii) the anticipated change in service levels due to new rates, and (iv) other factors that may impact future customer service level needs. The proposer's assumptions shall be presented on Forms 8 through 14 of the base cost proposal (in the columns labeled "Average Number of Service Instances per Month") and on Form 2 of the base cost proposal. If the actual level of service is more than that

assumed for the purposes of preparing the proposal, the contractor shall receive and retain more revenues from customer rates. Alternatively, if the actual service levels are less than assumed for proposal purposes, the contractor shall receive less rate revenue from customers.

16. **Tonnage Assumptions.** For the purposes of preparing the cost proposal, proposer shall estimate the annual tonnage of recyclable materials, organic materials, on-call clean-up/bulky item materials, C&D, and garbage that will need to be collected in Rate Period One. This annualized amount shall be shown as the total tonnage collected on Form 2 in the base cost proposal and proposer shall allocate the total tonnage to the different service categories based on its own assumptions with regard to historical tonnage collected and future participation in recycling and organics programs. The proposer shall develop its cost and rate proposal using its estimated tonnage levels specified on Form 2. If actual tonnage levels are different, no adjustment will be made to contractor's compensation.

5.9.2 Base Cost Proposal

Proposer is required to submit a base cost proposal using Forms 1 through 14 provided for this purpose in Attachment 9. On the base cost proposal forms, the proposer is required to present operating statistics, its annual cost proposal, and its rate proposal.

The estimated total annual rate revenue on Form 0 is to tie to the total costs on Form 5 (plus or minus \$1,000). As described in Section 5.9.1.15 above, the estimated total annual revenues will be based on the contractor's assumptions regarding future customer participation levels. Please note that for the purposes of evaluating the rate proposal, CVSan may develop its own estimation of the future customer participation levels and use its assumptions to compare one company's rate proposal to other company's rate proposals.

5.9.3 Cost Proposal for Alternative Services

CVSan has identified several alternative services that may be chosen to be included in the scope of its Draft Franchise Agreement as presented in Section 3.2 of the RFP. CVSan selected these programs as alternative services to evaluate the cost impact and diversion potential before deciding whether to include the program in the scope of collection services. Proposers are required to submit separate operating statistics and costs for each alternative service reflecting the incremental cost increases/decreases for the alternative service above/below costs reflected in the base cost proposal.

If the proposer anticipates some cost reductions to the base cost proposal, these reductions shall be reflected in the alternative services cost proposal. For example, if disposal costs decrease as a result of diverting more organic materials in the Canyonlands, the avoided disposal cost shall be shown in the alternative service cost proposal as a negative value. If garbage route costs are reduced as a result of the organics program, the net impact to collection costs shall be shown for the alternative service (e.g., increased cost of organics collection less reduced cost of garbage collection).

If CVSan chooses an alternative service, the annual costs and rates presented in the base cost proposal will be adjusted to reflect the selected alternative services. Proposer is required to complete alternative cost proposal Forms 1 through 3 in Attachment 9 documenting its proposed costs for the alternative services.

5.10 Other Proposal Forms

5.10.1 Secretary's Certificate

Each proposer shall complete and submit the Secretary's Certificate, Attachment 6, documenting the designated representative authorized to bind the proposing company.

5.10.2 Anti-Collusion Affidavit

Each proposer shall complete and submit the Anti-Collusion Affidavit, Attachment 7. The Anti-Collusion Affidavit shall be signed by the designated representative authorized to bind the proposing company as documented on the Secretary's Certificate.

5.10.3 Iran Contracting Act Certification

Each proposer shall complete and submit the Iran Contracting Act Certification, Attachment 8.

5.11 Additional Information (Optional)

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

SECTION 6: PROPOSAL EVALUATION PROCESS

CVSan will select an evaluation committee comprised of staff, consultants, and/or outside agency representatives. This evaluation committee will conduct a detailed evaluation of the proposals and provide a recommendation to the District Board, considering all of the factors below. The District values cost-effectiveness, however the recommendation of the evaluation committee will be based on overall value, including all of the factors below. The District Board will review the evaluation team's evaluation report and select the future contractor. The District Board is not obligated to accept the recommendation of the evaluation committee and may act in the best interests of the community, in its sole discretion. CVSan staff and its consultant will be responsible for negotiating the Draft Franchise Agreement. The Board will ultimately be responsible for approval of the new Franchise Agreement.

The factors that may be considered by the evaluation team include, but are not limited to, the items below. Some or all of these factors may be considered by the evaluation team, and other factors not listed below may also be considered.

Responsiveness (Pass/Fail)

- Comprehensiveness and consistency of the proposal with respect to this RFP.
- Completeness and accuracy of all proposal forms.
- Submittal of a redline/strikeout version of the Draft Franchise Agreement with any exceptions noted and completion of all blanks identified for proposer to complete and/or shaded gray.
- Compliance with the RFP and procurement procedures.

Company's Qualifications

- Collection Experience
 - Demonstrated experience of company providing the requested or similar services to other jurisdictions.
 - Demonstrated experience of company's ability to implement new collection and processing services and new franchise agreements and obligations that are similar to CVSan's services in comparable sized communities.
 - If the proposer is a joint venture, demonstrated experience of parties working together.
 - Satisfaction of company's references with the services received in the past 10 years (including, but not limited to, implementation, customer service, call center, billing, payment of fees, reporting, and the handling of contractual issues).
- Key Personnel Qualifications. Extent and relevance of the qualifications and experience of key personnel proposed for the transition team and on-going management of CVSan's collection and processing operations.

- Performance Record. Review of company's history with litigation and regulatory action (e.g., nature of past and pending civil, legal, regulatory, and criminal actions; history and nature of payments of liquidated damages, penalties, damages, etc.) and regulatory compliance related to equipment and facilities including compliance with land use permits, storm water discharge permits, State highway requirements, etc.
- Financial Stability. Financial strength and ability of company to acquire equipment and provide financial assurance of performance based on review of its audited financial statements and its proposed financing plan and the relationship of CVSan's contract to the company's total annual revenues.

Technical Proposal for Base Collection Services

- Collection Approach – Reasonableness and reliability of the proposed collection methods, technology, equipment, containers; productivity and operating assumptions (i.e., number of routes, route drivers, route hours, stops per route, and other operating statistics).
- Diversion Ability – The nature and reliability of proposed diversion programs and potential of such programs to divert garbage from landfill disposal, and to comply with AB 341, AB 1826, SB 1383, and the Alameda County Waste Management Authority Mandatory Recycling Ordinance.
- Processing and Marketing – Realistic plan and guaranteed capacity for recyclable materials, organic materials, and construction and demolition debris processing and marketing.
- Public Education and Outreach Program – Compatibility (relative to other proposers) of the proposed strategy for supporting CVSan in its provision of public education services, and the requirements of the Draft Franchise Agreement.
- Customer Service – Compatibility (relative to other proposers) of customer service approach and staffing levels with the needs of CVSan and the requirements of the Draft Franchise Agreement.
- Billing System – Compatibility (relative to other proposers) of billing approach, procedures for handling customers, and coordination plan with CVSan.
- Implementation Plan – Reasonableness of implementation schedule and ability to meet deadlines (e.g., reasonableness of equipment procurement schedules, implementation staffing levels, new corporation or maintenance yard development, and contingency plans).
- Facilities for Equipment, Maintenance, and Administration – Compatibility (relative to other proposers) of plan for providing the facilities needed for equipment storage; parking, maintenance, administration; and, if applicable, transfer of materials. Level of assurance provided, if any, with regard to site acquisition and timely development of necessary facilities.
- Other – Other technical considerations to be determined.

Technical Proposals for Alternative Services

- Collection Approach (if applicable) – Reasonableness and reliability of the proposed collection methods, technology, equipment, containers; productivity and operating assumptions (i.e., number of routes, route drivers, route hours, stops per route, and other operating statistics).
- Diversion Ability (if applicable) – The nature and reliability of proposed diversion programs and potential of such programs to divert garbage from landfill disposal.
- Other – Other technical considerations may be evaluated in addition to the collection approach and diversion ability.

Acceptance of RFP and Franchise Terms

- Number and Nature – The number and nature of exceptions to the RFP and Draft Franchise Agreement relative to other proposers.
- Likelihood of Prompt and Successful Negotiations – The likelihood that CVSan will be able to promptly and successfully negotiate changes to and finalize the Draft Franchise Agreement with the proposer.

Cost and Rate Proposals

- Reasonableness – The reasonableness, accuracy, and consistency of the proposer's operational, labor, capital, cost, rate, and rate revenue proposals.
- Competitiveness – The competitiveness of company's proposed rates to customers relative to rates proposed by others.