



City of San Ramon

Request for Proposals for Collection and Processing Services



January 26, 2018



HF&H Consultants, LLC

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ATTACHMENTS

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2. 2018 Approved Customer Rates
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5. Anti-Collusion Affidavit
6. Iran Contracting Act Certification
7. Draft Franchise Agreement for Collection and Processing Services

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CITY OF SAN RAMON
REQUEST FOR PROPOSALS FOR
COLLECTION AND PROCESSING SERVICES

Proposal Information: The City of San Ramon (City) is requesting proposals for the collection solid waste, and the collection and processing of recyclable materials, and organic materials. 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 RecycleRFP@sanramon.ca.gov. Include "City of San Ramon 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 City Responses: All proposer questions must be submitted in writing via email to RecycleRFP@sanramon.ca.gov. Proposer questions and City 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 proposers should attend the mandatory pre-proposal meeting on February 26 at 11:00 a.m. The City 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 April 27, 2018. 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:

City of San Ramon
Attn.: Renee Beck, City Clerk
7000 Bollinger Canyon Rd.
San Ramon, CA 94583

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SECTION 1: INTRODUCTION

The City of San Ramon (City) is seeking proposals for collection of recyclable materials, organic materials, and solid waste, processing of recyclable materials from residents and businesses, and processing of organic materials from businesses located in the City. The City is also seeking proposals for street sweeping and parking lot sweeping services. The City service area includes approximately 20,881 single-family (individual cart service) accounts, 40 multi-family (shared bin service) accounts and approximately 368 commercial accounts. The term of the new Franchise Agreement for Recyclable Materials, Organic Materials, and Solid Waste Collection and Processing Services (Franchise Agreement) will commence on October 1, 2019, and will continue for ten years, ending September 30, 2029. The Franchise Agreement may be extended at the City's sole option for up to an additional five years.

The goal for the new Franchise Agreement is to provide high quality, cost-effective services for the residents and businesses in the City. Maintaining an exemplary level of customer service is a high priority for the City through this process. Through this Request for Proposals (RFP), the City is looking for a service provider who can deliver efficient service, maintain competitive rates, and meet the diversion targets set by the City and the State of California (State).

This RFP document contains the following: the goals and objectives of the City; 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 7 hereto.

Currently, Waste Management of Alameda County (WM) provides collection and processing services to the City through a franchise agreement with the City. The agreement with WM will expire on September 30, 2019; therefore, the new Franchise Agreement will commence October 1, 2019.

The City currently maintains an open-market permit system for collection of commercial recyclable materials, commercial organic materials and construction/demolition debris (C&D), which will continue under the new franchise arrangement.

The City has an agreement with Republic Services for residential organic materials processing, and solid waste disposal (Post-Collection Agreement). The Post-Collection Agreement expires on December 31, 2029; therefore, the City will not be soliciting proposals for residential organic materials processing or solid waste disposal through this RFP and all such materials are required to be delivered consistent with the City's obligations under that Post-Collection Agreement. The Post-Collection Agreement does not provide for processing of organic materials from commercial businesses or multi-family dwellings.

1.1 City's Goals and Objectives

The City is requesting proposals from companies that have demonstrated experience providing recyclable materials, organic materials, and solid waste collection and/or processing services comparable to those described in this RFP, under a franchise agreement with a community comparable to the City. The City seeks a collection contractor who has demonstrated its ability to deliver exemplary customer service, and

places a high priority on providing cost-effective, high-diversion services to all residents, businesses, and contractors in the City.

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

- Provide exceptional, convenient, responsive, high-quality services to San Ramon customers, with a customer-focused philosophy.
- Minimize the landfill disposal of organic materials.
- Ensure that the City and its residents and businesses achieve or exceed compliance with State solid waste and recycling requirements, including but not limited to AB 939, AB 341, AB 1826, SB 1383, and all related regulations.
- Support the guiding policies stated in the City's General Plan 2035 which was adopted by the City Council on April 28, 2015, including "managing solid waste so that State goals are exceeded and the best possible service is provided to the citizens and businesses of San Ramon".
- Support the State's goal of resource conservation, which prioritizes management of the waste stream using the following hierarchy: waste reduction, reuse, recycling, composting, transformation, 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.
- Minimize environmental impacts of the collection and processing operations.
- Expand and enhance the opportunities for residents and businesses in the City to divert recyclable and organic materials from landfill disposal.
- Engage a contractor that cooperatively delivers service to customers and the City, and collaborates with the City to allow programs to evolve over time.
- Engage a contractor that is a strong community citizen.

1.2 RFP Overview

The City 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, and solid waste collection services, recyclables and commercial organics processing services, and potentially street and parking lot sweeping 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 October 1, 2019.

The City wishes to receive proposals from companies that have demonstrated experience in safely providing recyclable materials, organic materials, and solid waste collection and processing services comparable to those described in this RFP and the Draft Franchise Agreement (Attachment 7).

Through this RFP, the City is requesting that proposers submit proposal information on the "Base Services" which cover collection services and programs that are very similar to the scope of services under the current agreement, 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 the City to determine if one or more of the Alternative Services will be included in the final scope of the Agreement. The City 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). **Among the Optional Alternative Services is the opportunity for proposers to propose recyclable materials and organic materials processing services only, without proposing to provide collection services. More information on this option is provided in Section 3.2.7 of this RFP.** Proposers submitting proposals for collection services are required to submit proposal information for the Base Services and the Required Alternative Services. In addition, the City 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 3).

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 City, including current service arrangements.

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

Section 4 provides the RFP policies, 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, 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 Figure 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.

Figure 1: RFP Schedule

ACTIVITY	COMPLETION DATE*
City releases RFP for Collection and Processing Services	January 26, 2018
Deadline for submittal of written questions before the pre-proposal meeting	February 16, 2018
Mandatory pre-proposal meeting	February 26, 2018
Deadline for registering to receive future correspondence and announcements (note: company registering must have had a representative at the mandatory pre-proposal meeting)	March 9, 2018
Deadline to submit additional written questions	March 9, 2018
City will issue: response to written questions, summary of responses provided at the pre-proposal meeting, and RFP addendum if necessary	March 23, 2018
Proposers submit proposals	April 27, 2018
City conducts preliminary evaluation, clarifies proposal questions	Early May, 2018
City conducts interviews with one or more proposers	Late May, 2018
City Council selects collection and processing contractor(s)	June, 2018
City negotiates with selected contractor(s)	August, 2018
City Council approves negotiated Franchise Agreement	September, 2018
Selected contractor(s) begin providing service	October 1, 2019

* Note that the City may modify this process and/or schedule to best meet the needs of the City.

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1.5 Readily Available Background Information

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

Figure 2: Readily Available Background Information

Resource	Relevant Content	Location
RFP Website	<ul style="list-style-type: none"> • Current Franchise Agreement • Post-Collection Agreement • Detailed Account and Service Level Data • Draft Franchise Agreement • Proposal Forms • Current Rates 	http://www.hfh-consultants.com/hfh-clients/San-Ramon-RFP/
City Website	<ul style="list-style-type: none"> • General information • Solid Waste & Recycling Services • Street Sweeping Services • General Plan • Climate Action Plan • Municipal Code* 	www.sanramon.ca.gov www.ci.san-ramon.ca.us/recycle/default.htm www.ci.san-ramon.ca.us/publicsvc/street-a.asp www.ci.san-ramon.ca.us/gprc/gprcindex.htm http://www.ci.san-ramon.ca.us/plan/cap.htm https://library.municode.com/ca/san_ramon/codes/code_of_ordinances?nodeId=TITBRE_DIV_B6HESAENQU

** Note that the City intends to revise various sections of the Municipal Code, as needed, following the RFP process, to ensure that there are no inconsistencies between the Municipal Code and the final Franchise Agreement.*

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SECTION 2: BACKGROUND

Although the information presented in this section was obtained from what are considered by the City 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 the City harmless from any claims of damages incurred by the proposer for its reliance on any data provided by the City in this RFP process. Each proposer should take whatever steps it believes are necessary to reasonably determine the actual service requirements of the City and understand service conditions in the City when preparing its proposal.

2.1 Description of Current Services

Pursuant to Section B6-2 of the City Municipal Code, all occupied premises are required to have and pay for refuse collection services. Currently, Section B6-2 states: "All occupied premises shall have refuse collection service as herein specified." Section B6-3 states: "Any person failing to subscribe for the collection and disposal of solid waste as required by this chapter, or whose solid waste disposal service has been discontinued due to nonpayment for services, shall be guilty of an infraction and subject to the penalties as set forth in Title A, Section A1-31 et seq., of this code."

Customers may request to be exempt from mandatory subscription. Such requests are addressed on a case-by-case basis, and may only be granted with approval from the City Manager. Exemptions are typically granted for properties that are vacant for more than one month. There is no provision for "vacation holds" that would allow customers to stop service for periods of less than one month. The Bishop Ranch office park has been exempted from the requirement to have separate solid waste service at every occupied premises and has been granted City permission to consolidate discarded materials from several premises throughout the office park to two primary collection locations. This exemption is based upon the proven ability of Bishop Ranch to handle its own discarded materials in a safe manner that protects the public health and includes high-diversion recycling and composting programs.

The San Ramon Valley Unified School District has schools in San Ramon, Danville, and Alamo and is not included in the current franchise agreement. The school district self-hauls its own solid waste and recyclables in its own collection vehicles and contracts separately for organics collection and composting, solid waste disposal, and recyclables processing.

Under the existing agreement, WM collects residential recyclable materials, residential and limited commercial organic materials, and residential and commercial solid waste from customers within the City at City-approved rates. Under the new franchise agreement, the contractor will be required to provide recyclable materials and organic materials collection service to any commercial or multi-family customer upon customer request, and such services will be provided at City-approved rates and be subject to the provisions of the new franchise agreement (as opposed to existing outside the scope of the franchise). However, commercial recycling and organics services will continue to be non-exclusive, and other service providers may charge for service. Construction and demolition debris collection and processing services are also non-exclusive and will continue to be so.

There are currently 10 permitted non-exclusive commercial/C&D recyclers. Permitted recyclers may charge for service and must pay the same franchise fee (15% of gross receipts) as the exclusive solid waste hauler. Three of the permitted recyclers currently offer regular recyclables collection in carts and bins, while six different permitted recyclers have provided commercial recyclable materials/C&D collection services in drop boxes and roll-off compactors during the last twelve months. WM (the current franchised solid waste hauler) is also a permitted commercial/C&D recycler and currently has 100% of the commercial mixed organic materials (food scraps) accounts and 87% of the bin and cart commercial recycling accounts. WM also collected approximately 45% of the commercial recyclable materials and C&D tons that were collected in drop boxes or roll-off compactors over the last twelve months. The largest commercial account in San Ramon, the Bishop Ranch office park, currently recycles its cardboard, mixed recyclables, yard trimmings, wood, and C&D with Republic Services.

WM provides services to City facilities at no charge to the City. WM collects 1,500 to 2,000 tons per year of yard trimmings and compostable street sweepings from City facilities in drop-boxes at no charge. WM also collects from 26 public litter containers. In addition to providing services to City facilities, WM provides up to 960 cubic yards per year of temporary clean-up drop-box services per year at other locations within the City at no charge.

There are approximately 350 customers located outside of City limits in adjacent unincorporated Contra Costa County (primarily in Norris Canyon Estates) who are served under the current franchise agreement. These customers will also be included in the new franchise agreement and will be treated in all respects the same as San Ramon customers. The City is drafting an MOU with the County to formalize this long-standing arrangement. In addition, unincorporated areas in the Dougherty Valley are annexed into the City as they are developed. The City's franchised hauler provides services to new developments in the Dougherty Valley as soon as the premises are occupied, even if those premises are occupied before being annexed by the City.

WM provides all customer service and billing functions related to the current franchise. No portion of the garbage rates is assessed through property taxes. The City does not assess liens or use a property-based assessment to collect delinquent garbage bill revenue. Bill collection is the sole responsibility of WM. WM may discontinue service to delinquent accounts with City approval.

WM is currently responsible for providing collection containers (including carts, bins, and drop boxes) to customers. The selected proposer will be required to purchase new collection containers for all customers at the commencement of the new Franchise Agreement. The selected proposer will be responsible for distribution, repair, and maintenance of all collection containers. At the City's sole option, all collection containers purchased pursuant to the new Franchise Agreement will become the property of the City upon termination or expiration of the Agreement.

Under the current Franchise Agreement, WM delivers all solid waste to the Vasco Road Landfill for disposal, for which the City maintains a separate contract with Republic Services (Post-Collection Agreement). The processing of residential organic materials is also managed under the Post-Collection Agreement. WM delivers residential organic materials (and yard trimmings, and compostable street sweepings from City facilities) to the Vasco Road Landfill for transfer to the Republic's Forward Composting Facility outside of Manteca, CA. WM pays Republic Services directly for disposal and composting at rates determined by the Post-Collection Agreement. The Post-Collection Agreement will continue through the term of the next collection Franchise Agreement.

The processing of residential and commercial recyclable materials collected under the current agreement is the responsibility of WM and these materials are currently delivered to and processed at WM’s processing facility in Lodi, CA. The processing of commercial organic materials collected under the current agreement is the responsibility of WM and these materials are currently delivered to and processed at WM’s Redwood Composting Facility in Novato, CA.

The City separately contracts for door-to-door household hazardous waste collection services, wherein residents can have their household hazardous waste collected from their doorsteps as many times as needed, any time of the year, at no additional charge. This program is available to all single-family, townhouse, and multi-family customers. Items collected through this program include: electronics including T.V.’s, computers, monitors, peripherals, cell phones, DVD players, and microwaves; chemicals including paints, pesticides, automotive products, and cleaners; universal waste including batteries, fluorescent light bulbs, tubes, mercury devices; sharps (needles) to be collected in any rigid sealed container i.e., soft drink bottle; and, small propane canisters. This program is funded through the solid waste rates and is currently a pass-through cost, and will continue to be so in the new Franchise Agreement (see Article 7 of the Draft Franchise Agreement). The current cost of the door-to-door household hazardous waste program is \$0.80 per household per month for single-family and townhouse customers and \$0.26 per unit per month for multi-family dwelling unit. These rates are adjusted each January 1 using the same multi-index formula used to adjust the solid waste rates, and will increase approximately 3% each year in 2019 and 2020.

Figure 3 summarizes the City’s current recyclable materials, organic materials, and solid waste collection services provided to single-family, multi-family, and commercial customers. Other franchise services include: collection from City facilities (including public litter containers), and special events; public education; billing; customer service; and, recyclables processing.

Figure 3: Current Residential and Commercial Collection Services

Service	Single-Family	Multi-Family	Commercial
Recyclable Materials	<ul style="list-style-type: none"> Weekly, curbside 64-gallon cart standard, 96-gallon cart available in place of 64-gallon cart upon request for no additional cost Bagged film plastic may be placed in cart Unlimited flattened cardboard may be placed beside cart (2 ft. x 3 ft. pieces) 	<ul style="list-style-type: none"> At least weekly; up to five days per week 64-or 96-gallon cart, 1 to 6 cubic yard bins, unlimited, at no cost In-home recycling containers (tote bags) provided by City and distributed by hauler upon request of MFD property manager 	<ul style="list-style-type: none"> At least weekly; up to six days per week 35-, 64-, or 96-gallon carts, and 1 cubic yard bins available Up to the equivalent of 1 cubic yard per week at no cost to customers Additional commercial recycling available through open-market

Service	Single-Family	Multi-Family	Commercial
Organic Materials (Yard Trimmings, Food Scraps, Soiled Paper Products, and Clean Wood)	<ul style="list-style-type: none"> Weekly, curbside 64-gallon cart standard Some older 96+-gallon carts in service Second 64-gallon cart available for no additional cost Kitchen pails for food scraps provided by City and delivered by hauler upon request Curbside Christmas tree collection Townhouses do not currently receive organic materials service except for Christmas trees 	<ul style="list-style-type: none"> Christmas tree pick up provided at no cost (curbside, in roll-off boxes, or loose in designated locations as mutually agreed to by MFD property manager and hauler) Multi-family dwellings do not current receive organic materials service except for Christmas trees 	<ul style="list-style-type: none"> At least weekly; up to six days per week (currently limited to two days per week due to participation) 35-, 64-, or 96-gallon carts, 1 to 6 cubic yard bins Up to 96-gallons per week available at no cost to customers, higher volumes available at subsidized rate (50% of solid waste rate)
Solid Waste	<ul style="list-style-type: none"> Weekly, curbside 20-, 35-, 64-, or 96-gallon carts Overages accepted using pre-paid "Extra Trash Service Tags" 	<ul style="list-style-type: none"> At least weekly; up to five days per week 1 to 6 cubic yard bins, 2 to 4 cubic yard compacted bins, or 12 to 40 cubic yard roll-off compactors 	<ul style="list-style-type: none"> At least weekly; up to six days per week 35-, 64-, or 96-gallon carts, 1 to 6 cubic yard bins, 2 to 4 cubic yard compacted bins, 7 to 40 cubic yard drop boxes, or 12 to 40 cubic yard roll-off compactors
Backyard or Sideyard Service	<ul style="list-style-type: none"> Provided to disabled at no additional cost Available to others for additional charge 	<ul style="list-style-type: none"> Push rates apply for all distances 	<ul style="list-style-type: none"> Push rates apply for all distances
Other	<ul style="list-style-type: none"> Three scheduled (Winter, Summer, Fall) neighborhood clean-up days per year (up to 3 cubic yards of material per set-out, limit 60 lbs. per item) On-call collection of Bulky Items (appliances, mattresses, furniture, items over 60 lbs.) for a fee (\$60 - \$150 per item) 	<ul style="list-style-type: none"> No neighborhood clean-up days On-call collection of Bulky Items (appliances, mattresses, furniture, items over 60 lbs.) for a fee (\$60 - \$150 per item) 	<ul style="list-style-type: none"> Non-exclusive permits for open-market collectors of commercial recyclables and C&D debris (outside of franchise, may charge for service, 15% franchise fee)

Service	Single-Family	Multi-Family	Commercial
<p>Included Services for City Facilities (provided at no charge to the City)</p>	<ul style="list-style-type: none"> N/A 	<ul style="list-style-type: none"> N/A 	<ul style="list-style-type: none"> Commercial collection services (all materials) for City facilities, parks, and events Collection of public litter modules (bus stop cans) City roll-off box collection (unlimited at City facilities – including the two service centers - plus up to 960 cubic yards per year at other locations) Compost and mulch for City landscaping (up to 10% by weight of collected organics, delivered upon request)
<p>Household Hazardous Waste (HHW)</p>	<ul style="list-style-type: none"> Curbside used motor oil and filter collection Curbside household battery collection (bagged, on top of recyclable materials cart) Unlimited, on-call doorstep HHW and electronics collection (separate contract) Medicine drop-off at Police Dept. (separate contract) Needle drop-off at Fire District Office (separate contract) 	<ul style="list-style-type: none"> Unlimited, on-call doorstep HHW and electronics collection (separate contract) Medicine drop-off at Police Dept. (separate contract) Needle drop-off at Fire District Office (separate contract) 	<ul style="list-style-type: none"> N/A
<p>Street Sweeping (Separate contract, currently not part of solid waste franchise)</p>	<ul style="list-style-type: none"> Residential streets swept twice per month 	<ul style="list-style-type: none"> Residential streets swept twice per month 	<ul style="list-style-type: none"> Commercial streets swept twice per month (swept at night) Parking lots at City facilities and parks (swept at night, frequency varies by location, 6 – 15 times per year)

2.2 Demographic Information

The City of San Ramon was incorporated in 1983 and is located in the San Ramon Valley of Contra Costa County, approximately 35 miles east of the City of San Francisco in the San Francisco Bay Area. The City

serves a population of approximately 80,550, with nearly 28,300 single and multi-family housing units. The City's General Plan projects a population of 90,024, and a total housing unit count of 34,690 by 2035. The General Plan also estimates a combined person-per-household count of 2.91 persons across the single-family and multi-family sectors (which assumes 2.11 persons per single-family household, and 3.21 persons per multi-family household, based on 2012 ACS data). For purposes of this RFP, the City service area includes adjacent unincorporated areas of Contra Costa County, which are identified in RFP Attachment 1.

The City encompasses a major regional employment center, Bishop Ranch. The Bishop Ranch Office Park is owned and operated by Sunset Development Company. It consists of 585 acres of land with 10 million square feet of office space in 30 buildings. Approximately 550 businesses with a total of 30,000 employees are Bishop Ranch tenants. It is critical that proposers note that for purposes of the solid waste franchise system, Bishop Ranch is considered a **single commercial customer**, and is also eligible to subscribe to recyclables and organics collection through the open market system. Bishop Ranch is currently approved by the City to consolidate solid waste, recyclable materials, and organic materials generated throughout the Bishop Ranch properties at a small number of collection stations within Bishop Ranch, using Bishop Ranch employees. Therefore, the selected proposer will only be responsible for collecting solid waste from those centralized collection stations. Currently, Bishop Ranch subscribes to two solid waste roll-off compactors: A 20 cubic yard compactor at 2600 Camino Ramon collected once per week, and a 30 cubic yard compactor at 2453 Camino Ramon collected 2.5 times per week. Bishop Ranch office buildings do not have trash enclosures and do not utilize front-end loader bins for solid waste collection. The Chevron and Toyota office buildings manage their own solid waste services, separate from the rest of Bishop Ranch.

Sunset Development is currently constructing the "City Center" retail district inside of Bishop Ranch next to San Ramon's City Hall and Central Park at Bollinger Canyon Rd. and Camino Ramon, which will open in phases starting in 2018 and continuing during the term of the new Franchise Agreement. More information on Bishop Ranch and City Center is included in Exhibit L of the Draft Franchise Agreement.

Collection services for the San Ramon Valley Unified School District are excluded from the scope of both the existing and future franchise agreements.

For more information about the City, please visit our website at www.sanramon.ca.gov.

2.3 Current Tonnage and Account Data

Figure 4, below, summarizes recent historical volumes of materials collected in the City, as reported by WM. Figure 5, below, summarizes customer account data for FY 16-17, as reported by WM. As stated in the beginning of this Section, the City 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 and development of any supplemental information necessary for it to submit a response to this RFP.

Figure 4: Annual Materials Collected
(Source: WM Reports to City)

	2013	2014	2015	2016
Recyclable Materials (tons)				
Single-Family	7,972	8,206	8,262	8,073
Multi-Family / Commercial Total	1,146	1,595	1,796	2,470
Neighborhood Clean-up Days*	181	162	146	147
Organic Materials (tons)				
Single-Family	9,105	9,717	8,947	10,076
Christmas Trees (SFD + MFD)	33	41	43	39
Commercial	n.a	n.a	n.a	215
City Services Roll-Off	1,839	2,557	1,499	1,774
Solid Waste (tons)				
Single-Family	11,942	12,462	12,409	12,391
Multi-Family / Commercial Total	10,073	10,511	10,160	9,525
Roll-Off	3,623	4,003	4,696	4,637
Neighborhood Clean-up Days*	669	647	583	389
City Services	455	567	804	730
Additional Services				
Oil Collected (Gallons)	4,349	3,511	3,417	1,828

* Neighborhood clean-up tonnage calculated based on allocation at the approved processing facility.

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Figure 5: Accounts by Customer Type
(Source: WM Reports to City)

Month	Single-Family*	Multi-Family	Commercial		Street Cans	Drop Box	
			Customers	City Services		Customers	City Services
July, 2016	20,548	40	335	24	26	22	5
August, 2016	20,637	40	336	24	26	26	5
September, 2016	20,669	40	337	24	26	26	5
October, 2016	20,737	40	339	24	26	25	5
November, 2016	20,765	40	332	24	26	28	5
December, 2016	20,783	40	330	24	26	27	5
January, 2017	20,803	40	331	24	26	26	5
February, 2017	20,799	40	334	24	26	25	5
March, 2017	20,805	40	330	24	26	28	5
April, 2017	20,930	40	331	24	26	23	5
May, 2017	20,912	40	334	24	26	29	5
June, 2017	20,881	40	333	24	26	28	5

* Single-Family includes approximately 2,631 multi-family units with individual cart collection service (identified as “Townhouses” in the Draft Franchise Agreement) that do not currently receive organic materials collection service and pay garbage rates that are approximately 30% lower than the standard single-family garbage rates.

2.4 Historical Operating Information

Figures 6 and 7, below, summarize the number of collection vehicles and collection routes utilized by WM for provision of service under the existing franchise agreement. As stated in the beginning of this Section, the City 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.

Figure 6: Inventory of Collection Vehicles
(Source: WM Reports to City)

Type of Vehicle	Total Collection Vehicles
Automated Side Loader	13
Front End Loader	4
Rear End Loader	1
Roll-Off	5
Flat Bed	1
Total	24

In addition, in order to provide each neighborhood with three scheduled clean-up days per year (Winter, Summer and Fall) WM uses one additional flatbed truck and three additional rear end loaders for five weeks for each of the three scheduled neighborhood clean-up days (fifteen weeks per year total).

Figure 7: Number of Routes
(Source: WM Reports to City)

Rte. #	Material Type	Sector	Container Type	Mon. Lifts*	Tues. Lifts*	Weds. Lifts*	Thurs. Lifts*	Fri. Lifts*	Sat. Lifts*	Total Lifts*
CI	SW	Com. / MFD	Bin	78	66	49	45	43	n.a.	281
CJ	SW	Com. / MFD	Bin	63	78	53	66	52	n.a.	312
CK	SW	Com. / MFD	Bin	n.a.	n.a.	n.a.	25	n.a.	n.a.	25
SC	SW	Com.	Bin	n.a.	n.a.	n.a.	n.a.	n.a.	21	21
RF**	SW	Com.	Cart	55	n.a.	n.a.	n.a.	n.a.	n.a.	55
RA	SW	SFD	Cart	869	757	863	781	862	n.a.	4,132
RB	SW	SFD	Cart	840	652	911	767	860	n.a.	4,030
RC	SW	SFD	Cart	882	739	793	807	869	n.a.	4,090
RD	SW	SFD	Cart	892	730	880	846	868	n.a.	4,216
RE	SW	SFD	Cart	866	755	806	782	863	n.a.	4,072
RF**	SW	SFD (HTS)***	Cart	n.a.	n.a.	489	n.a.	n.a.	n.a.	489
C8	Recy.	Com. / MFD	Cart & Bin	32	50	28	32	13	n.a.	155
RV	Recy.	SFD	Cart	759	682	724	762	865	n.a.	3,792
RW	Recy.	SFD	Cart	1,064	709	946	846	878	n.a.	4,443
RX	Recy.	SFD	Cart	814	711	814	811	865	n.a.	4,015
RY	Recy.	SFD	Cart	834	757	887	762	845	n.a.	4,085
RZ	Recy.	SFD	Cart	865	754	866	781	853	n.a.	4,119
RF	Recy.	SFD (HTS)***	Cart	n.a.	n.a.	483	n.a.	n.a.	n.a.	483
CX	Org.	Com.	Cart & Bin	n.a.	15	n.a.	n.a.	10	n.a.	25
R1	Org.	SFD	Cart	1,464	1,056	1,158	1,066	1,461	n.a.	6,205
R2	Org.	SFD	Cart	1,081	1,071	1,251	954	1,104	n.a.	5,461
R3	Org.	SFD	Cart	1,275	1,105	1,297	855	1,040	n.a.	5,572
R4	Org.	SFD	Cart	301	n.a.	n.a.	n.a.	577	n.a.	878

* Values reflect the number of homes serviced for "SFD" routes, and number of lifts for "Com. / MFD" routes

** Route RF collects commercial solid waste on Monday, and residential solid waste on Wednesday

***Hard to Service (HTS)

Note that the residential collection routes were updated in 2016 to better balance the number of homes per collection day. The re-routing took into account planned future development. The collection days for some residential customers were changed in 2016 due to this re-routing. **The residential collection days will remain the same for all customers at the beginning of the new Franchise Agreement, and may not be changed during the term of the new Franchise Agreement without prior City approval.**

2.5 Billing Process

The collection contractor has and will continue to be responsible for all billing and bad debt collection operations. Customers are billed by type on the following basis:

- 1) Residential customers quarterly in advance of the provision of service; and,
- 2) Commercial customers monthly in advance of the provision of service.

2.6 Current Rates and Rate Revenues

The rates for collection services effective January 1, 2018 through December 31, 2018 are shown in Attachment 2 of this RFP. Prior to the effective date of the new Franchise Agreement, the City will approve Rates which will be effective January 1, 2019 through December 31, 2019. The City anticipates the new Franchise Agreement becoming effective October 1, 2019, however, proposers must note that the collection rates will not change until January 1, 2020. This means that the prior approved rates will remain in effect during the first three months of the new Franchise Agreement. To the extent that this results in a loss to the contractor, that amount may be treated as a start-up cost under the new Agreement and depreciated over the term of the Agreement. The current franchise hauler reported gross rate revenues generated from customers in 2016 of \$13,976,179.

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2.7 Planned Development

Figure 8: Population Projections

(Source: City, Extrapolated from Calif. Dept. of Finance data)

	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	Total
Population Added	1,473	2,218	2,305	148	585	6,729
Population Total	83,009	85,227	87,532	87,680	88,265	88,265

Figure 9: Population Projections Detail (New Residents)

(Source: City, Extrapolated from Calif. Dept. of Finance data)

	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	Total
Dougherty Valley						
SFD Residents	175	463	338	105	61	1,142
MFD Residents	32	949	1,691	44	524	3,240
Rest of City						
SFD Residents	498	730	276	-	-	1,504
MFD Residents	768	538	-	-	-	1,306
Total						
SFD Residents	673	1,193	614	105	61	2,646
MFD Residents	800	1,487	1,691	44	524	4,546

Figure 10: Estimated Construction (Not Including Dougherty Valley)

(Source: City)

Type	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23
SFD Units	60	159	116	36	0	21
Townhouse Units	11	62	94	15	0	0
MFD Complexes	2	1	0	1	1	0
MFD Units*	264	487	0	140	180	0
Comm. Projects	7	5	4	2	2	1
Comm Sqft.**	713,249	242,700	131,000	140,000	332,000	22,600

*MFD Units in the MFD Complexes listed above

** Commercial square feet in the commercial projects listed above

Developments

Dougherty Valley: There are 739 single-family dwelling (SFD) units, 449 multi-family dwelling (MFD) units, and 136 townhouse units currently planned for development in the Dougherty Valley. The planned SFD and townhouse units located to the east of Dougherty Rd. will have their solid waste, recyclable materials, and organic materials (Discarded Materials) collected on Wednesdays. Those located to the west of Dougherty Rd. will have their Discarded Materials collected on Thursdays. A map of the remaining

planned development in the Dougherty Valley (“2013 Inventory Exhibit Gale Ranch”) is included as Background Data on the RFP webpage.

Faria Preserve: Per City initiative, a maximum of 618 housing units will be developed in the Faria Preserve. The development will consist of SFD and townhouse units and will not contain any MFD units. Discarded Materials will be collected on Tuesdays. A map of the Faria Preserve is included as Background Data on the RFP webpage.

Chang Property: The Chang Property consists of 43 lots and is approved for an additional 18 secondary dwelling units (61 units total) The Chang Property is adjacent to the Faria Preserve. Discarded Materials will be collected on Tuesdays. A map of the Chang Property is included as Background Data on the RFP webpage.

The planned developments below are included in the projections above, and are not in addition to them. The completion dates are rough estimates and are subject to change.

Figure 11: Planned Development
(Source: City)

Development	Subdivision	Units	Type	Est. Completion	Day*
Aspenwood		95	MFD	2018-19	TBD
Chang Property		3	SFD	2018-19	Tues
Dougherty Valley	Village Center (North)	264	MFD	2018-19	TBD
Dougherty Valley	9301	162	SFD	2018-19	Thurs
Dougherty Valley	9297 (Cordova)	57	SFD	2018-19	Weds
Dougherty Valley	9298 (Romana)	86	SFD	2018-19	Weds
Dougherty Valley	9341 (Romana/Cordova)	95	SFD	2018-19	Weds
Dougherty Valley	9247 (Romana)	82	SFD	2018-19	Weds
Dougherty Valley	9302 (Posante)	121	SFD	2018-19	Weds
Dougherty Valley	8969/9328 (Cantera)	136	TH**	2018-19	Weds
Roem		176	MFD	2018-19	TBD
Chang Property		20	SFD	2019-20	Tues
City Center		487	MFD	2019-20	TBD
Dougherty Valley	9326 (Cordova)	35	SFD	2019-20	Weds
Dougherty Valley	9300	55	SFD	2019-20	Thurs
Dougherty Valley	9299	46	SFD	2019-20	Weds
Chang Property		20	SFD	2020-21	Tues
Dougherty Valley	Village Center (South)	185	MFD	2020-21	TBD
Faria Preserve	9443	141	SFD	2020-21	Tues
Faria Preserve	9455	46	SFD	2020-21	Tues
Faria Preserve	9457	69	SFD	2020-21	Tues
Faria Preserve	9456	182	TH	2020-21	Tues

*Day = Discarded Materials Collection Day

**TH = Townhouse

SFD/Townhouse Customers per Collection Day

Figure 12 shows the estimated number of SFD and townhouse customers per Discarded Materials collection day. It does not include homes collected by rear end loaders on hard-to-service routes. It includes all of the planned developments in Figure 11 above. WM reconfigured the routes in 2016 to balance the number of homes per collection day, and included planned development in the calculation.

Figure 12: SFD/Townhouse Customers per Collection Day
(Source: WM)

Discarded Materials Collection Day	SFD/Townhouse Units
Monday	4,376
Tuesday	3,584
Wednesday	3,968
Thursday	3,917
Friday	4,315

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SECTION 3: REQUESTED FRANCHISE SERVICES AND POLICIES

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

The City is requesting proposals to provide residential and commercial solid waste, recyclable materials and organic materials collection services; recyclable materials processing services; commercial organic materials processing services; street and parking lot sweeping services, and other related services commencing October 1, 2019, for a period of ten years. The agreement may be extended up to an additional five years.

As mentioned in Section 1, the City is requesting that proposers submit a “Base Proposal” as well as several “Alternative Proposals.” The technical and cost proposals for the Alternative Proposals will be evaluated and used by the City 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 of 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 selected contractor shall have the exclusive right to collect residential recyclable materials and organic materials, and commercial and residential solid waste, subject to the limitations 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 solid waste collected in the City to the Vasco Road Landfill. The contractor will be required to deliver residential organic materials collected under the Draft Franchise Agreement to the Vasco Road Landfill for transfer to the Forward Resource Recovery Facility in Manteca for composting.

The contractor shall be responsible for collection, processing, and marketing of recyclable materials. The contractor may use its own processing site(s) or a subcontractor’s processing site(s). The selected contractor shall also be responsible for the processing and marketing of commercial and multi-family organic materials collected under the new Franchise Agreement (noting that the selected contractor will not have an exclusive right to collect commercial organic or recyclable materials generated in the City). In order to improve customer service and convenience, improve contract management, increase diversion, and control costs, the City decided to make several minor modifications to the existing collection services, which are reflected in the Draft Franchise Agreement. Figures 8 through 10 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 and containers, including all new public littler modules, as further described in Section 3.4. 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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Figure 13: Single-Family Collection Base Services

Service	Current SFD Service	Requested SFD Base Services
Recyclable Materials	<ul style="list-style-type: none"> Weekly, curbside 64-gallon cart standard 96-gallon cart available in place of 64-gallon cart upon request for no additional cost Bagged film plastic may be placed in cart Unlimited flattened cardboard may be placed beside cart (2 ft. x 3 ft. pieces) 	<ul style="list-style-type: none"> Weekly, curbside 64-gallon cart standard, 96-gallon cart available in place of 64-gallon cart upon request for no additional cost Bagged film plastic may be placed in cart Unlimited flattened cardboard may be placed beside cart (2 ft. x 3 ft. pieces) <i>Extra recyclables may be placed beside cart in paper bags or cardboard boxes.</i>
Organic Materials (Yard Trimmings, Food Scraps, Soiled Paper Products, and Clean Wood)	<ul style="list-style-type: none"> Weekly, curbside 64-gallon cart standard Some older 96+-gallon carts in service Second 64-gallon cart available for no additional cost Kitchen pails for food scraps provided by City and delivered by hauler upon request Curbside Christmas tree collection Townhouses do not currently receive organics service 	<ul style="list-style-type: none"> Weekly, curbside 64-gallon cart standard Second 64-gallon cart available for no additional cost Kitchen pails for food scraps <i>provided and delivered by hauler to all SFDs at start-up, and throughout the term upon request</i> Curbside Christmas tree collection Townhouses do not receive organics service <i>Yard trimmings overages accepted using pre-paid paper bags.</i>
Solid Waste	<ul style="list-style-type: none"> Weekly, curbside 20-, 35-, 64-, or 96-gallon carts Overages accepted using pre-paid "Extra Trash Service Tags" 	<ul style="list-style-type: none"> Weekly, curbside 20-, 35-, 64-, or 96-gallon carts Overages accepted using pre-paid "Extra Trash Service Tags"
Backyard or Sideyard	<ul style="list-style-type: none"> Provided to disabled at no additional cost Available to others for additional charge 	<ul style="list-style-type: none"> Provided to disabled at no additional cost Available to others for additional charge
Other	<ul style="list-style-type: none"> Three scheduled (Winter, Summer, Fall) neighborhood clean-up days per year (up to three cubic yards of material per set-out, limit 60 lbs. per item) materials collected curbside from individual homes. On-call collection of bulky items (appliances, mattresses, furniture, items over 60 lbs.) for a fee (\$60 - \$150 per item) 	<ul style="list-style-type: none"> Three scheduled (Winter, Summer, Fall) neighborhood clean-up days per year (up to three cubic yards of material <i>plus two bulky items per set-out, limit 200 lbs. per item</i>) materials collected curbside from individual homes. <i>Salvageable items collected in a separate vehicle, and preserved for re-use.</i> On-call collection of bulky items for a fee (in addition to neighborhood clean-up days)

Service	Current SFD Service	Requested SFD Base Services
Household Hazardous Waste (HHW)	<ul style="list-style-type: none"> • Curbside used motor oil and filter collection • Curbside household battery collection (bagged, on top of recyclable materials cart) • Unlimited, on-call doorstep HHW and electronics collection (separate contract) • Medicine drop-off at Police Dept. (separate contract) • Needle drop-off at Fire District Office (separate contract) 	<ul style="list-style-type: none"> • Curbside used motor oil and filter collection • <i>Curbside used cooking oil collection</i> • Curbside household battery collection (bagged, on top of recyclable materials cart) • HHW services will continue to be provided outside of franchise agreement.

Italics denote changes to existing services.

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

Figure 14: Multi-Family Collection Base Services

Service	Current MFD Service	Requested MFD Base Services
Recyclable Materials	<ul style="list-style-type: none"> • At least weekly; up to five days per week • 64-or 96-gallon cart, 1 to 6 cubic yard bins, unlimited at no charge • In-home recycling containers (tote bags) provided by City and distributed by hauler upon request of MFD property manager • MFD recycling services provided at no cost to the customer 	<ul style="list-style-type: none"> • At least weekly; up to five days per week • 64-or 96-gallon cart, 1 to 6 cubic yard bins, unlimited at no charge • In-home recycling containers (tote bags) provided by <i>hauler to all MFDs at start-up, and throughout the term upon request of</i> MFD property manager • MFD recycling services provided at no cost to the customer
Organic Materials (Yard Trimmings, Food Scraps, Soiled Paper Products, and Clean Wood)	<ul style="list-style-type: none"> • Christmas tree pick up provided at no cost (curbside, in roll-off boxes, or loose in designated locations as mutually agreed to by MFD property manager and hauler) • Multi-family dwellings do not currently receive organic materials service except for Christmas trees 	<ul style="list-style-type: none"> • Christmas tree pick up provided at no cost (curbside, in roll-off boxes, or loose in designated locations as mutually agreed to by MFD property manager and hauler) • Multi-family dwellings do not receive organic materials service except for Christmas trees
Solid Waste	<ul style="list-style-type: none"> • At least weekly; up to five days per week • 1 to 6 cubic yard bins, 2 to 4 cubic yard compacted bins, or 12 to 40 cubic yard roll-off compactors 	<ul style="list-style-type: none"> • At least weekly; up to five days per week • 1 to 6 cubic yard bins, 2 to 4 cubic yard compacted bins, or 12 to 40 cubic yard roll-off compactors
Backyard or Sideyard Service	<ul style="list-style-type: none"> • Push rates apply for all distances for solid waste 	<ul style="list-style-type: none"> • Push rates apply for <i>all materials for distances over 25 feet</i>

Service	Current MFD Service	Requested MFD Base Services
Household Hazardous Waste (HHW)	<ul style="list-style-type: none"> Unlimited, on-call doorstep HHW and electronics collection (separate contract) Medicine drop-off at Police Dept. (separate contract) Needle drop-off at Fire District Office (separate contract) 	<ul style="list-style-type: none"> HHW services will continue to be provided outside of franchise agreement.

Italics denote changes to existing services.

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

Figure 15: Commercial Collection Base Services

Service	Current Commercial Service	Requested Commercial Base Services
Single-Stream Recyclable Materials <i>(Note: commercial recyclables may also be collected through the non-exclusive open market permit system and recyclers may charge for service.)</i>	<ul style="list-style-type: none"> At least weekly; up to six days per week 35-, 64-, or 96-gallon carts, and 1 cubic yard bins available Up to the equivalent of 1 cubic yard per week at no cost to customers Additional commercial Recycling available through open market 	<ul style="list-style-type: none"> At least weekly; up to six days per week <i>35-, 64-, or 96-gallon carts, 1 to 6 cubic yard bins, 2 to 4 cubic yard compacted bins, 7 to 40 cubic yard drop boxes, or 12 to 40 cubic yard roll-off compactors.</i> Up to the equivalent of 1 cubic yard per week at no cost to customers; <i>Higher volumes available from franchised hauler at rates no higher than 50% of solid waste rate</i> Additional commercial recycling available through open market
Mixed Organic Materials (Yard Trimmings, Food Scraps, Soiled Paper Products, and Clean Wood)	<ul style="list-style-type: none"> At least weekly; up to six days per week 35-, 64-, or 96-gallon carts, 1 to 6 cubic yard bins, 12 to 40 cubic yard roll-off compactors Up to 96-gallons per week available at no cost to customers, higher volumes available at discounted rate (50% of solid waste rate) Collection of commercial source separated organics (e.g. yard trimmings, wood) in loose, open-top drop-boxes is not part of the exclusive franchise. These services may be provided by any permitted recycler, including the franchise hauler, at market rates. 	<ul style="list-style-type: none"> At least weekly; up to six days per week 35-, 64-, or 96-gallon carts, 1 to 6 cubic yard bins, 12 to 40 cubic yard roll-off compactors Up to 96-gallons per week available at no cost to customers, higher volumes available at discounted rate (50% of solid waste rate) Collection of commercial source separated organics (e.g. yard trimmings, wood) in loose, open-top drop-boxes is not part of the exclusive franchise. These services may be provided by any permitted recycler, including the franchise hauler, at market rates

Service	Current Commercial Service	Requested Commercial Base Services
Solid Waste	<ul style="list-style-type: none"> At least weekly; up to six days per week 35-, 64-, or 96-gallon carts, 1 to 6 cubic yard bins, 2 to 4 cubic yard compacted bins, 7 to 40 cubic yard drop boxes, or 12 to 40 cubic yard roll-off compactors 	<ul style="list-style-type: none"> At least weekly; up to six days per week 35-, 64-, or 96-gallon carts, 1 to 6 cubic yard bins, 2 to 4 cubic yard compacted bins, 7 to 40 cubic yard drop boxes, or 12 to 40 cubic yard roll-off compactors
Backyard or Sideyard Service	<ul style="list-style-type: none"> Push rates apply for all distances 	<ul style="list-style-type: none"> Push rates apply for all <i>materials for distances over 25 feet.</i>
Other	<ul style="list-style-type: none"> Non-exclusive permits for open-market collectors of commercial recyclables, organics, and C&D debris (outside of franchise, may charge for service, 15% franchise fee) 	<ul style="list-style-type: none"> Non-exclusive permits for open-market collectors of commercial recyclables, organics, and C&D debris (outside of franchise, may charge for service, 15% franchise fee)
Included Services for City Facilities (provided at no charge to the City)	<ul style="list-style-type: none"> Commercial collection services (all materials) for City facilities, parks, and events Collection of public litter modules (bus stop cans) City roll-off box collection (unlimited at City facilities – including the two service centers - plus up to 960 cubic yards per year at other locations) Compost and mulch for City landscaping (up to 10% by weight of collected organics, delivered) 	<ul style="list-style-type: none"> Commercial collection services (all materials) for City facilities, parks, and events Collection of public litter modules (bus stop cans) City roll-off box collection (unlimited at City facilities – including the two service centers - plus up to 960 cubic yards per year at other locations) Compost and mulch for City landscaping (<i>up to 1,000 cubic yards of each per year, delivered</i>) <i>Bagged compost give-away events (up to 1,000 bags per year)</i> <i>Provision of solid waste, recyclable materials, and organic materials carts for recycling stations at City events</i> <i>Bin monitoring and materials separation services at City events upon request</i>

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 City wants to evaluate the potential benefits and costs of several alternative services to determine if they 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 City 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. Mandatory 3-Stream Collection for All Sectors (Required)
2. On-Call Bulky Item and Reusable Materials Collection (Required)
3. Recycling Drop-Off Events (Required)
4. Street Sweeping Services (Required)
5. Mandatory 3-Stream Collection Plus Mixed Waste Processing (Optional)
6. 2-Stream (Wet/Dry) Collection and Processing (Optional)
7. Processing Only (Optional)
8. 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 Mandatory 3-Stream Collection for All Sectors (Required)

Under the existing franchise agreement, not all customers are required to subscribe to source-separated recyclable materials or source-separated organic materials collection service. Proposers are required to provide cost and operating proposal information for a service scenario which extends source-separated recyclable materials, source-separated organic materials, and solid waste collection to all single-family, multi-family, and commercial customers. This alternative is intended to comply with the programmatic requirements of SB 1383 (2016) and each proposer shall, by submittal of their proposal, be responsible for ensuring that all requirements of SB 1383 are met by the proposed programs, other than the City’s obligation to provide enforcement.

Under this scenario, each and every customer (single-family, townhouse, multi-family, commercial, and City facilities) would be required to source-separate their discards into three categories: recyclable materials, organic materials, and solid waste, and would be required to subscribe to an adequate level of service for each material type. The contractor would be required to fully extend collection services for each of these three material types to all single-family, multi-family, and commercial City facility customers by October 1, 2019. Commercial customers would have the option to subscribe to recyclable materials and organic materials collection services either from the contractor, or from a City-approved, permitted third party hauler. Commercial customers may be eligible to apply for exemptions to this requirement if

they can demonstrate that they do not generate recyclable materials or organic materials, or that they divert them in some other City-approved manner.

During program start-up, the contractor would be required to conduct preliminary outreach to all commercial and multi-family solid waste customers, to determine their requested recyclable materials, organic materials, and solid waste container sizes and collection frequencies. The contractor would then automatically deliver recyclable materials and organic materials containers to each and every customer (including townhouses, commercial and multi-family) at the same time that the contractor delivers solid waste containers, unless that customer was exempted from one or more of those services by the City, or has demonstrated to the City that they will divert those materials through subscription with another City-approved hauler, or other approved method.

Under this scenario, the contractor would provide commercial recyclable materials and organic materials collection service under the same rate structure as in the "Base Proposal" (up to 96 gallons per week of organic materials service, and up to one cubic yard per week of recyclable materials service at no additional charge, with higher volumes of service available for up to 50% of the solid waste rate for the equivalent amount of service). The contractor would provide recyclable materials and organic materials collection service to all residential customers (single-family, townhouse, and multi-family) at no additional charge. This includes multi-family dwellings with shared bin service.

The contractor would deliver single-family organic materials to the Vasco Rd. Landfill for transfer to the Forward Compost Facility as required under the existing Post-Collection Agreement.

The contractor would be responsible for processing (which may include but is not be limited to composting or anaerobic digestion) organic materials collected from commercial customers and multi-family customers with shared bin service.

The contractor would have the option of either delivering organic materials collected from townhouses to the Vasco Rd. Landfill for transfer to the Forward Compost Facility under the existing Post-Collection Agreement, or processing such materials with the commercial and multi-family bin service materials.

Under this scenario, organic materials delivered to Vasco Rd. Landfill for transfer to the Forward Compost Facility under the existing Post-Collection Agreement may be contained in compostable bags. Proposers must indicate which types of bags (if any) would be allowed for the commercial and multi-family bin service organic materials that would be delivered to the proposed processing facility.

3.2.2 On-Call Bulky Item and Reusable Materials Collection (Required)

Proposers are required to provide cost and operating proposal information for a service scenario which extends one on-call bulky item/reusable materials collection ("on-call clean-up") to each single-family customer per year, at no additional charge to the City or customer. Such on-call clean-up collection would be in addition to the three scheduled neighborhood clean-up days provided to single-family customers each year (included in the "Base Proposal"), and would reflect the same types and volumes of acceptable materials.

3.2.3 Recycling Drop-Off Events (Required)

Proposers are required to provide cost and operating proposal information for a service scenario in which the contractor would conduct up to four public recycling drop-off events per year on dates and at locations to be determined by the City. Under this scenario, the contractor would, at a minimum, accept and divert the following materials at each event: electronic waste, universal waste (including household batteries, fluorescent tubes, CFL's), confidential documents (for shredding), clothing, textiles, reusable items, yard trimmings, clean wood, scrap metal, and recyclable materials (single-stream, including cardboard). The contractor would also make bags of compost product available for City residents to take home from the events, at least 500 bags per event.

Each event would occur over a two-day, weekend period, from 8:00 a.m. – 4:00 p.m. each day. The contractor would staff each event in order to direct traffic, limit participants to City residents, and prevent unacceptable items from being dropped-off. The contractor would have the option to subcontract (with prior City approval) some or all of the event staffing requirements, and would be encouraged to partner with local businesses, non-profits, and community groups.

While the City anticipates requiring up to four such events, proposers are required to submit cost and operating proposal information for each event, so that the City may determine how many events to include in the contract requirements, based on the proposed cost information.

3.2.4 Street Sweeping Services (Required)

Proposers are required to provide cost and operating proposal information for a service scenario in which the contractor would provide street sweeping services twice per month during the months of January through September, and four times per month during the months of October through December for all public streets in the City. The beginning date of the three-month period of four-times-per-month sweeping may be adjusted by the City based upon the timing of the leaf fall each year.

Under this scenario, the contractor would also be required to sweep City-owned parking lots per the schedule provided in the street sweeping cost proposal form. The contractor would be required to sweep parking lots and commercial/arterial streets between the hours of 10:00 p.m. and 7:00 a.m. Residential streets would be swept between the hours of 7:00 a.m. and 5:00 p.m.

The contractor would off-load collected street sweeping debris at either of two City Service Centers (located at 5000 Crow Canyon Rd. and 2011 Rancho Park Loop), and would be provided 24-7 access to each. City staff would then load the street sweepings into drop boxes, and the contractor would deliver the street sweeping drop boxes to the Vasco Road Landfill as organic materials to be transferred to the Forward Composting Facility under the existing Post-Collection Agreement. The contractor would be responsible for receiving and addressing customer calls related to street sweeping services.

The contractor would be required to dedicate a minimum of four full-time operators to perform the City's street sweeping services (not including parking lots) during the months of October through December, and a minimum of two full-time operators during the months of January through September. Streets that are not swept due to a City-approved holiday would receive make-up sweeping service on a day mutually agreed to by the contractor and City. The contractor will be required to ensure that sweeping schedules align with City-maintained, posted, "No Parking During Sweeping Hours" signage.

Contractor would be required to maintain the current street sweeping schedule, whereby residential streets are swept two business days after discarded materials collection (e.g. if discarded materials are collected on Monday the street will be swept on Wednesday.)

3.2.5 Mixed Waste Processing (Optional)

In addition to the alternative proposal information required by Section 3.2.1 (Mandatory 3-Stream Collection for All Sectors) proposers are encouraged to provide cost and operating proposal information related to processing all solid waste collected in the City under the mandatory 3-stream scenario with the goal of recovering recyclable or compostable materials for diversion (in other words, just the incremental cost to process solid waste under the 3-stream scenario, not the combined incremental costs to perform the services in 3.2.1 and also process the solid waste). Under this scenario, all customers (single-family, townhouse, multi-family, commercial, City facilities) would still source-separate their discards into three streams (recyclable materials, organic materials, and solid waste) but the solid waste portion would be sent to a mixed waste processing facility instead of directly to the Vasco Rd. Landfill. The contractor would propose and provide use of a permitted mixed solid waste processing facility. Any solid waste originating from the City that could not be diverted at the mixed waste processing facility would be delivered to the Vasco Rd. Landfill for disposal under the existing Post-Collection Agreement. Proposers shall identify the allocation method which would be used to determine the relative tonnage of processing residue which would be required to be delivered to the Vasco Rd. Landfill.

3.2.6 2-Stream (Wet/Dry) Collection and Processing (Optional)

Proposers are encouraged to provide cost and operating proposal information for provision of 2-Stream (wet/dry) collection service to all customers in the City (single-family, townhome multi-family, commercial, City facilities). Under this scenario, each and every customer would source-separate their discards into two categories: "Wet" and "Dry". The Wet category would consist of clean, source-separated organic materials (including yard trimmings, food scraps, food soiled paper, clean wood.) The Dry category would consist of all remaining, commingled recyclable materials and solid waste.

Customers would be required to subscribe to an adequate level of service for each material type. The contractor would be required to provide collection services for both material types to all single-family, townhome, multi-family, commercial, and City facility customers by October 1, 2019. During start-up, Wet materials containers would be delivered at the same time as Dry materials containers. Commercial customers could obtain additional source-separated recyclable materials and source-separated organics recycling services from City-approved, permitted, third party haulers. Commercial customers may be eligible to apply for exemptions to this requirement if they can demonstrate that they do not generate Wet materials, or Dry materials, or that they divert them in some other City-approved manner. Proposers must note that City anticipates retaining the existing rate structure (which is designed for a 3-container system) in place through December 31, 2019. Proposers are encouraged to consider how the existing rate structure could be applied during the initial three-month period.

The contractor would be required to deliver single-family Wet materials to the Vasco Rd. Landfill for transfer to the Forward Compost Facility under the existing Post-Collection Agreement.

The contractor would be responsible for processing (which may include but is not be limited to composting or anaerobic digestion) for Wet materials collected from commercial and multi-family customers with shared bin service.

The contractor would have the option of either delivering Wet materials collected from multi-family customers with individual cart service (townhomes) to the Vasco Rd. Landfill for transfer to the Forward Compost Facility under the existing Post-Collection Agreement, or processing such materials with the commercial and multi-family bin service materials.

Under this scenario, Wet materials delivered to Vasco Rd. Landfill for transfer to the Forward Compost Facility under the existing Post-Collection Agreement may be contained in compostable bags. Proposers must indicate which types of bags (if any) would be allowed for Dry materials, and for the commercial and multi-family bin service Wet materials that would be delivered to the proposed processing facility(ies).

The contractor would be responsible for processing all Dry materials collected in the City. Any residue from Dry materials originating from the City that are not diverted at the Dry materials processing facility must be delivered to the Vasco Rd. Landfill for disposal under the existing Post-Collection Agreement. Proposers should identify the allocation method which would be used to determine the relative tonnage of processing residue which would be required to be delivered to the Vasco Rd. Landfill.

Proposers who choose to propose on the Wet/Dry collection and processing option, as described in this Section 3.2.6 are encouraged to provide draft public education materials, and may suggest other names for the two streams besides “Wet” and “Dry.”

3.2.7 Processing Only (Optional)

Proposers may choose to propose to provide only processing services (for recyclable materials, commercial and multi-family organic materials, wet waste, dry waste, and/or mixed waste.) **Under this alternative, the processing-only proposer would not be required to submit a base proposal or the required alternatives described in Sections 3.2.1 through 3.2.4.** Processing only proposers would only need to complete cost proposal Form 1, and Form 7.

Proposers must note that all proposers wishing to provide collection services must include both collection and processing services in their proposals, and must submit a base proposal and the required alternative proposals. Proposers who submit integrated collection and processing proposals are not required to submit a separate “processing only” proposal in order to have their processing facility considered even if they are not awarded collection services. The City reserves the right to combine processing services proposed by one proposer with collection services proposed by another proposer, at the proposed cost and rates. The City may, for example, select one proposer for collection services and require the selected collection contractor to utilize a processing contractor who submitted a processing only proposal. The City may also choose to select collection services from one integrated proposal and processing services from a different integrated proposal. **Pricing submitted for processing services (either as part of a stand-alone or an integrated proposal) may not be contingent upon which proposer is selected as the collector.** Proposers may not submit an integrated proposal and a stand-alone processing proposal with different pricing for the same processing services. The City reserves the right to request separate final proposed pricing for transport services, based on the available processing options and/or selected collection service options, prior to final selection and contract award.

3.2.8 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. Such approaches could include (but are not limited to) applying mixed waste processing, and/or wet/dry collection and processing to a subset of the City's customers (e.g. single-family only, multi-family only, commercial only). Note that any proposal that includes mixed waste or dry waste processing must include delivering the City's allocation of processing residue to the Vasco Rd. Landfill in accordance with the existing Post-Collection Agreement. Proposers should identify the allocation method which would be used to determine the relative tonnage of processing residue which would be required to be delivered to the Vasco Rd. Landfill.

3.3 Labor Policy

3.3.1 Employee Retention

The City is aware of AB 1669 regarding bidding preferences for companies proposing to hire the displaced employees of the previous contractor. As described in this Section 3.3.1, the City will be requiring all proposers to make such offers of employment. Therefore, no preference will be awarded based on this condition.

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

1. The City'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 City 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 the City.

3.3.2 Labor Peace

The health and safety considerations involved in a possible interruption in the collection and processing services requested through this RFP emphasize the importance of labor peace during the term of the contract award. Accordingly all proposals submitted in response to this RFP shall include agreement that the proposer will remain entirely neutral in the event that a question of employee representation arises during the term of the Franchise Agreement.

Notwithstanding the provisions of AB 1669, 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 City as stated in Section 3.3 of the Draft Franchise Agreement. Subcontractors shall be required to comply with the obligations of this Section 3.3. Labor agreements must be included as attachments to the Draft Franchise Agreement and future modification shall be submitted to the City.

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 will be required to submit a Vehicle Air Emissions Plan per Section 5.5.12 of the RFP.

The selected contractor will be required to provide all new collection vehicles and containers, including public litter modules (which will replace the twenty-six (26) existing street cans located along sidewalks and at bus stops throughout the City). Proposers shall have the option of proposing public litter modules which are designed to be either automated or manually serviced.

Proposers shall assume an average vehicle and container life of ten 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 and turn ownership of containers over to the City (at City’s sole option, noting that the City will not be obligated to assume ownership of such containers).

3.5 Corporation Yard and Transfer Facilities

The City 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) collected materials. The City is not requiring that such site(s) be located within the City 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 City. 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 Article 9 of the Draft Franchise Agreement.

3.7 Municipal Code Revisions

The changes to the existing collection arrangements proposed by the City may require revisions to the City's Municipal Code. 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 City for the City'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 \$300,000 and may be recovered by the contractor through its annual compensation if the expense is amortized over ten years. The annual procurement-related expense of \$30,000 appears as a pass-through expense on the general and administrative cost proposal form provided in Attachment 3.

SECTION 4: RFP CONDITIONS AND PROPOSAL SUBMITTAL

4.1 Rights Reserved by the City

The City reserves the right, in 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 the City 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;
- Combine processing services proposed by one proposer with collection services proposed by another proposer, at the proposed rates;
- Negotiate with the selected contractor for a later commencement date;
- Issue subsequent RFP(s) for the same, similar, or related services at a later date;
- Amend the City Municipal Code; and,
- Take any other actions the City deems are in the best interest of the City, its residents, and/or businesses.

4.2 General RFP Agreements

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

This RFP does not obligate the City 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. The City 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 the City 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 the City's request for clarification.

The City 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.

The City 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, the City 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 the City's review.

The City will only enter into Agreements which will enable the City to comply with all applicable State mandates including, but not limited to: AB 939, SB 32, AB 341, AB 1826, and SB 1383.

4.3 Proposal Submittal Process

Companies submitting proposals to the City 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 the City or its consultant.

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

If proposer attended the mandatory pre-proposal meeting and provided its contact information on the sign-in sheet at the meeting, proposer does not need to register for correspondence. If contact information was not provided at the mandatory pre-proposal meeting, proposer must request that it 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. The deadline for submitting a request to be included in this RFP process is March 9, 2018 (provided that the party attended the pre-proposal meeting

described in Section 4.3.3). Proposers that fail to register by the specified deadline shall be excluded from this RFP process. Proposer must email said request to:

RecycleRFP@sanramon.ca.gov

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

4.3.2 Step Two – Submission of Written Questions

The City directs proposers to submit all questions and requests for information in writing directly to its dedicated email address, and refrain from contacting City employees directly. Therefore, any questions, requests for clarification, or requests for additional information regarding this RFP must be submitted in writing via email to RecycleRFP@sanramon.ca.gov. Questions submitted on or before 5:00 p.m., February 16, 2018 will be addressed at the pre-proposal meeting. Proposers may submit additional questions on or before 5:00 p.m., March 9, 2018. The City or its consultant will respond to all written questions and requests for clarifications submitted by proposers by March 23, 2018. Such response will be in writing and made available via the City's RFP Web Page, with notification to the RFP Distribution List.

4.3.3 Step Three – Mandatory Pre-Proposal Meeting

The mandatory pre-proposal meeting will be held at 11:00 a.m., on February 26, 2018 at City Hall located at 7000 Bollinger Canyon Rd, San Ramon, CA 94583. **Attendance at this meeting is mandatory.** The City 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 City 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). 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 four (4) 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 3 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 proceeded with the section number (e.g., Page 2-1 for the first page of Section 2).

The package shall be clearly labeled:

PROPOSAL FOR SAN RAMON COLLECTION AND PROCESSING SERVICES

Name of Proposer:

Address:

Contact Person:

Telephone Number:

E-mail:

The proposal may be mailed or hand delivered to:

City of San Ramon
Attn.: Renee Beck, City Clerk
7000 Bollinger Canyon Rd.
San Ramon, CA 94583

All proposals must be received by 3:00 p.m. on April 27, 2018. 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 the City of San Ramon 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 successful contractor will execute a new Franchise Agreement with the City. 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, the City 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 the City in this event. Checks and bonds will be returned to all proposers no later than 10 calendar days after the City has executed the new Franchise Agreement with the successful contractor.

4.3.5 Step Five – Clarification of Proposal Information

Proposer may be asked to clarify information through written or verbal communications, or during site visits of each 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 City staff and/or their consultants.

4.3.6 Step Four – Proposer Interviews & Negotiations

One or more proposers are likely to be invited to meet with City staff and its consultant in May, 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. The City 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 proposed replacement or new language. The City will not discuss any changes to the Draft Franchise Agreement that are not clearly presented in the proposal.

The City 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. The City may choose to negotiate final agreements with more than one proposer in order to bring final, proposer-executed, agreements to the City Council for their approval. The determination to negotiate agreements prior to consideration by the City Council will be at the sole discretion of the City's staff and consultant.

4.3.7 Step Five – Contractor Selection

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

1. Award a contract to the recommended proposer;
2. Award a contract to a proposer other than the recommended proposer;
3. Direct staff and the recommended proposer to negotiate further;
4. Direct staff to negotiate with additional or replacement proposers;
5. Cancel and/or restart this process; or,
6. Take any other action they deem in the best interest of the City.

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 Figure 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.

Figure 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. Residential Organic Materials Transfer (If proposed)
 - D. Commercial Organic Materials Processing
 - E. Solid Waste Transfer (if proposed)
 - F. Residential Neighborhood Clean-Up Days and Bulky Item Collection
 - G. Multi-Family/Commercial Recycling Technical Assistance
 - H. Customer Service
 - I. Billing

- J. Public Education and Outreach Plan
 - K. Implementation Plan
 - L. Other Required Plans
 - M. Subcontractors
 - N. Existing Management and Customer Service Systems
 - O. Corporation Yard and Maintenance Facilities
- 3. Technical Proposal for Alternative Services
 - A. Mandatory 3-Stream Collection for All Sections (Required)
 - B. On-Call Bulky Item and Reusable Materials Collection (Required)
 - C. Recycling Drop-Off Events (Required)
 - D. Street Sweeping (Required)
 - E. Mandatory 3-Stream Collection Plus Mixed Waste Processing (Optional)
 - F. 2-Stream (Wet/Dry) Collection and Processing (Optional)
 - G. Processing Only (Optional)
 - H. Other Service Enhancements and Innovations (Optional)
 - 4. Environmental Considerations
 - 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
 - C. Iran Contracting Act Certification
- 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 the City. 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 the City). 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., solid waste collection, recyclable materials collection, organic materials collection, materials processing, and other unique collection and/or processing 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

the City is interested in learning about each proposer's experience with implementation of new franchise agreements and new programs (such as roll-out of 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 recycling service to all multi-family and commercial accounts, multi-family and commercial food scraps collection, 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
- General Manager
- Contract Relations/Compliance Manager
- Operations Manager
- Customer Service Manager

Also provide the name, contact information and qualifications for the person who will serve as the primary contact person for the City 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(s) 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 City. Specifically, proposer shall confirm its acceptance of the terms of the labor policies described in Section 3.3 of the RFP, and identify the labor organization(s) the proposer will work with, along with the nature of the collective bargaining agreement(s). If services will be provided under an extension or renewal of an existing labor agreement, proposer must 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, proposer must 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. Pursuant to the requirements of Section 3.3 of the RFP, identify if, and how the proposed plans, wages, benefits, and/or work rules differ from the labor agreements in place for employees currently serving the City and employed by WM.

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, including any proposed subcontractors.
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 liquidated damages of any kind paid by proposer, its parent company, subsidiaries, and any proposed subcontractors, 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.).

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 in the San Francisco Bay Area. Similarly, proposers who operate landfill facilities need not disclose information about those facilities, as they are beyond the scope of the services requested here.

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 City 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, the City 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 they were prepared. To the extent allowable under the public records act, the City will maintain the confidentiality of submitted materials marked as "confidential".
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 the City.

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 solid waste and recyclables collection vehicles are the same, the vehicle description can be provided once for the solid waste service and then referenced for the recyclable materials collection service.

5.5.1 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 solid waste, recyclable materials, and organic materials collection for each single-family services, multi-family services, commercial services, and drop box and compactor services (as applicable). 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 bulky item, used oil, Christmas 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. organic 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; 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 the City, and how it will benefit and work in the City 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 the City'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.
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 Residential Organic Materials Transfer

The following information is required for organic materials transfer services (if proposer is proposing the use of a transfer facility for consolidating collected residential organic materials prior to delivery to the Vasco Road Landfill):

1. Transfer Facility Information. Name, location, and description of the transfer facility(ies) where residential organic materials will be handled; name of owner and operator of the facility(ies); contact name and phone number of the site manager; description of transfer methods; and the method of tracking tonnage if the facility is receiving tonnage from other jurisdictions. Identify if the company that owns or operates the transfer facility 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 transfer 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 Capacity. Provide a written commitment guaranteeing capacity for the residential 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 transfer 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 the City's residential organic materials. Discuss the ability of the host jurisdiction 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.

5.5.4 Commercial Organic Materials Processing

The following information is required for commercial organic materials processing services:

1. Processing Site Information. Name and description of facilities where commercial organic materials will be processed and 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 City tonnage if the facility receives tonnage from other jurisdictions, the products to be produced from the organic materials (e.g., compost, mulch, etc.), 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 commercial 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 the City's commercial 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 commercial organic material processing and/or composting site, proposer shall provide the same type of information requested in Items 1 through 4 of this Section 5.5.4. If an alternative transfer method is proposed, proposer shall describe the transfer methodology and any equipment required, regulatory approval needed, and other pertinent information.

5.5.5 Solid Waste Transfer

The following information is required for solid waste transfer services (if proposer is proposing the use of a transfer facility for consolidating collected solid waste prior to delivery to the Vasco Road Landfill):

1. Transfer Facility Information. Name, location, and description of the transfer facility(ies) where solid waste will be handled; name of owner and operator of the facility(ies); contact name and phone number of the site manager; description of transfer methods; and the method of tracking tonnage if the facility is receiving tonnage from other jurisdictions. Identify if the company that owns or operates the transfer facility 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 transfer 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 Capacity. Provide a written commitment guaranteeing capacity for the solid waste 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 transfer 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 the City's solid waste. Discuss the ability of the host jurisdiction 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.

5.5.6 Residential Neighborhood Clean-Up Days and Bulky Item Collection

Describe your approach to conducting the scheduled, residential neighborhood clean-up days described in Section 5 of Exhibit B1 of the Draft Franchise Agreement. Also, describe your approach to conducting the on-call bulky item collection programs for single-family and multi-family customers described in Section 6 of Exhibit B1 and Section 4 of Exhibit B2 of the Draft Franchise Agreement. Address differences in your approach to working with single-family and multi-family customers. Identify how you plan to encourage reuse, any third party(ies) you plan to work with, and list the materials that will be targeted for reuse.

5.5.7 Multi-Family/Commercial Technical Assistance

- Describe proposer's plan to provide technical assistance to multi-family and commercial businesses and identify the type of education materials that will be available.
- Identify who will manage the technical assistance efforts and the number and job classification/title of the individuals that will be conducting assistance work.
- Identify the proposed number of technical assistance visits per week/month, and describe the planned nature of such visits.
- Identify the estimated hours of technical assistance that will be provided per multi-family and commercial account and the total annual hours for the technical assistance program.
- Provide an estimate of the increase in the weekly cubic yards of recycling service and the increase in annual recycling tonnage.
- Describe the benefits of the proposed service, and potential challenges related to the service and strategies for managing such challenges.

Please note that the technical assistance program will not preclude the City from also meeting with customers, proposing service changes, and providing service orders to the selected contractor to implement such changes (provided that doing so does not create operational impossibilities or unusual/unacceptable safety concerns).

5.5.8 Customer Service

To ensure that customers in the City obtain exemplary, professional, and courteous customer service, proposer shall develop and submit as part of its proposal a customer service plan that includes the following:

- Describe the location where proposer's customer service operation will be housed. While the City encourages proposers to identify a customer service office in or near the City, the City will also consider proposals which include one or more customer service offices elsewhere, provided that the proposer demonstrates it is able to comply with the requirements of the Draft Franchise Agreement, including but not limited to Sections 4.9 and 4.10. **If proposer chooses to propose a customer service office location which is greater than thirty (30) miles from the center of the**

City, proposer must also include in its proposal, the incremental Rate Period One cost to secure and maintain an office within thirty (30) miles from the center of the City.

- Specify the number of full-time equivalent customer service representatives (CSR) that will serve the City. 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 the City.
- Describe the proposed approach to respond to and address events of deliberate non-collection (in addition to leaving physical non-collection notices).
- Confirm that 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.
- Describe how the City will access the company's customer service system to view (in a read-only format) customer service related information by customer type, including information such as the number of missed pick-ups, number and type of complaints received, level of service, collection day(s), etc. to comply with Section 4.10 of the Draft Franchise Agreement. Please provide examples of all information that would be available to City staff using screen-shots, tables, or other outputs from the system.
- Describe any other strategies and/or methods the proposer will implement to ensure that customers receive exemplary customer service throughout the term of the new Franchise Agreement.

5.5.9 Billing

The collection contractor shall be responsible for billing all customers for services. To ensure that customers in the City 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 obtaining email addresses for paperless billing, identifying service needs, and process for auditing and verifying the accuracy of data in the contractor's system;
- Describe how the proposer will encourage paperless/electronic billing and automatic recurring payments;
- 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.

5.5.10 Public Education and Outreach Plan

The City 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. Each proposer shall develop a public education plan for Rate Period One, which will ultimately be included as Exhibit C to the new Franchise Agreement. The City has included, as an example, a sample Exhibit C in the Draft Franchise Agreement, which may be used to guide you in developing your proposed public education plan. While the City encourages each proposer to use their own knowledge and expertise to develop the proposed public education plan, the City requests that each proposed plan describe the following:

- Public education programs that will be implemented to educate single-family, multi-family, and commercial customers on the recyclable materials and organics collection programs;
- Plans for complying with the education and outreach requirements of AB 341, AB 1826, and SB 1383;
- Description of your strategy for developing and using a website or webpage specific to the City to provide customers with access to service information, rates, and other public education information; include links to example websites;
- Description of your approach to non-collection and courtesy noticing, including sample non-collection and/or courtesy notices, and noting that the City encourages proposers to utilize innovative and proactive strategies for using such notices as public education opportunities;
- Description of your strategy for communicating to customers how to properly dispose of household hazardous waste, sharps, and other difficult-to-handle materials;
- Plans for presentations to schools and other community organizations;
- Participation at City-sponsored events, such as booths, displays, sponsorship, parade floats, farmers markets, etc.;
- Schedule and quantity of information that will be distributed (e.g., newsletter, brochures, etc.);
- Proposed number of employees, their job functions, and number of hours per week that will be devoted to the promotion and maintenance of collection services in the City;
- Public education and outreach subcontractors (if any), and their qualifications, years of experience, and references;
- Samples of similar educational materials, which may have been used in other programs, particularly those related to recyclable materials collection and food scraps collection programs;
- Proposed budget for public education and outreach during the start-up period of the contract and on an annual basis (noting the required minimum annual public education budget described in Exhibit C of the Draft Franchise Agreement)*; and,
- Other aspects or unique features of the proposed public education and outreach plan.

*Proposers must also reflect the required minimum annual public education budget described in Exhibit C of the Draft Franchise Agreement (or higher amount, at proposer's option), in the Cost Proposal Forms.

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 Figure 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 City 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 Other Required Plans

- 1. 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, AB 1826, and SB 1383 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. Proposers must describe their approach to performing customer education, outreach, monitoring, and reporting to comply with AB 341, AB 1826, and SB 1383 as part of their proposal.
- 2. Edible Food Recovery Plan.** While the City understands that the requirements of SB 1383 will continue to develop during the term of this RFP process, the City anticipates the need to achieve at least twenty percent (20%) recovery of discarded edible food. Proposers must describe their approach to assisting the City in meeting this requirement. Proposers are encouraged to provide incremental operating and cost proposal information for programs or services related to edible food recovery, but not specifically included in the requested scope of services, as an optional alternative proposal, in accordance with Section 3.2.8 of the RFP.
- 3. Litter Prevention/Abatement Plan.** The geography and climate of the City results in many days each year of particularly high winds, which may contribute to litter. City surveys have found that a common concern among City residents is the amount of litter left behind after provision of collection services. The City understands that many pieces of litter that spill during collection are of such a small size that it may become challenging for route drivers to collect them manually during the course of regular collection operations. Proposers must describe their approach to either preventing such litter during collection operations, or to effectively abate it afterwards. Proposers should include any costs related to litter prevention/abatement in the Base Proposal.
- 4. Bulky Item/Reusable Materials Recovery Plan.** Under the Draft Franchise Agreement, the City will be requiring that the contractor divert many of the materials collected through the scheduled neighborhood clean-up days, as well as on-call bulky item/clean-up collections. Proposers must describe their approach to performing the bulky items/reusable materials collection services described in Exhibit B of the Draft Franchise Agreement, in such a way that promotes the highest and best use of collected materials, including recovery for reuse where possible.

5. **Vehicle Air Emissions Plan.** Describe how the vehicles will comply with current and emerging local Air Board, County, State, and federal regulations related to vehicle emissions including a description of the specific control measures to be used and schedule for compliance. Proposer shall describe how it plans to minimize costs for compliance over the term of the Agreement. Proposers must also present calculations of the total vehicle miles traveled, and gallons of fuel used per year by the proposed contractor's vehicles, itemized by type of vehicle. In addition, provide the emissions factors for the proposed type of fuel, and present calculations of the total criteria pollutant and greenhouse gas emissions per year, and carbon footprint of the proposed City collection operations.
6. **HHW/E-Waste/U-Waste Plan.** City Council members and resident surveys have expressed a strong interest in having more convenient and effective disposal/recycling options for electronic waste, batteries, CFL's, and household hazardous waste. While the City currently maintains a separate contract for door-to-door on-call household hazardous waste and electronics collection services, the City encourages proposers to describe how they might augment that program in order to ensure convenient options for San Ramon residents to properly dispose of materials that are banned from regular solid waste collection. Proposers must describe their approach to assisting the City with convenient collection (and recovery, where possible) of the following items: electronics including T.V.'s, computers, monitors, peripherals, cell phones, DVD players, and microwaves; chemicals including paints, pesticides, automotive products, and cleaners; universal waste including batteries, fluorescent light bulbs and tubes, mercury devices; sharps (needles) and medications; and, small propane canisters. Proposer's HHW/E-Waste/U-Waste Plan may include, but is not limited to: Public education promoting use of the current door-to-door program, promotion of PaintCare drop-off locations, promotion of the Central San HHW drop-off site in Martinez, retail drop-off programs, drop-off at Proposer's offices/facilities, mail-back programs, etc.

In addition to the required HHW/E-Waste/U-Waste Plan, a proposer may also propose an alternative HHW and E-Waste collection program intended to replace the current door-to-door on-call program, and submit cost and technical proposals for that program per Section 3.2.8 of the RFP "Other Service Enhancements and Innovations." Such a proposal is not required.

7. **Public Litter Module Plan.** The contractor will be required to replace the existing twenty-six (26) public litter modules located at bus stops and on City sidewalks, and then provide service to the new modules. Proposers may propose either automated or manual collection of the public litter modules. Proposer shall submit a plan that describes the proposed containers and collection method. Proposers are encouraged to submit a plan which includes diversion of recyclable and organic materials from public litter modules, either through source separation or mixed waste processing. Proposers may include the cost of such diversion in their base proposals, or, alternatively, provide incremental operating and cost proposal information for public litter module diversion, as an optional alternative proposal, in accordance with Section 3.2.8 of the RFP.

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:

1. Name, type of equipment, software used to maintain routing and customer service information, and period of time the company has operated this system;
2. Management procedures for managing inquiries and complaints and procedures used to minimize complaints (e.g., missed pick-ups, noise, spills, etc.);
3. Description of system capability and/or procedures to ensure timely accessibility of information by jurisdictions served;
4. Description 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;
5. Identification of whether the system is used company-wide or for select jurisdictions (listing which jurisdictions);
6. Description of how the customer service information interfaces with route and billing data and provision of examples of reports that summarize single-family and commercial customer information (name, address, service location, level of service, complaints, etc.);
7. 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;
8. 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;
9. Provision of copies of monthly or quarterly reports submitted to at least two jurisdictions that document monthly tonnage, customer account, and complaint information; and,
10. 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 vehicles parking, collection container storage, 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.

5.6 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, diversion information, 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, 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. Examples of potentially innovative or cost-saving services include, but are not limited to: collection of some universal wastes; use of used collection vehicles, etc.

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, 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. The City is not obligated to select these proposals. Innovative or cost-saving proposals will be considered by the City if it concludes that they warrant 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 the City's goals and objectives related to:

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

Examples of environmental enhancements, include:

- Using alternative fuels for collection vehicles;
- 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).

The above examples are intended as guidance for what may be considered environmental enhancements. Proposer is not obligated to address any of these elements.

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 the City, the Draft Franchise Agreement has been prepared and is included as Attachment 7. Proposer is required to review the Draft Franchise Agreement prior to submittal of its proposal to the City. The City expects the Draft Franchise Agreement will be executed by the selected contractor in substantially the same form as presented in Attachment 7. 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 the City. 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.

The City 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, the City 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 the City 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. The City may request the proposer to sign the new Franchise Agreement before the City Council 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 3. 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 three components:

1. Base cost proposal that reflects the base services (required);
2. Cost proposal for alternative services and cost saving options other than "2-Steam (Wet/Dry) Collection and Processing" (both required and optional) that are being considered by the City; and,

3. Cost proposal for “2-Stream (Wet/Dry) Collection and Processing” (optional).

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.

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 the City. 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, including proposed rates, shall be effective for “Rate Period One”, which is a 12-month period running January 1, 2020 through December 31, 2020. Capital costs on Form 4 shall be presented in 2020 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 Section 3.3 of the RFP 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 collection vehicles and containers. At the proposer’s option, an alternative proposal may be presented 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 ten 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 solid waste to the Vasco Road Landfill shall be included in the cost proposal forms assuming a per-ton tipping fee of fifty dollars and forty-nine cents (\$50.49) as of January 1, 2020. Pursuant to Article 8 of the Draft Franchise Agreement, an adjustment shall be made to contractor’s compensation if the actual Vasco Road Landfill tipping fee is different than the \$50.49 per ton used for purposes of the proposal.
7. **Processing Costs.** Proposer shall specify the per-ton processing cost for recyclables, commercial organics, 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. The cost of delivering residential organics to the Vasco Road Landfill shall be included in the cost proposal forms assuming a per-ton tipping fee of seventy dollars and three cents (\$70.03) as of January 1, 2020. Pursuant to Article 8 of the Draft Franchise Agreement, an adjustment shall be made to contractor's compensation if the actual Vasco Road Landfill tipping fee for transfer and processing of residential organics is different than the \$70.03 per ton used for purposes of the proposal.

Processing Only Proposals. If proposer elects to submit a "Processing Only" proposal, as described in Section 3.2.7 of this RFP, proposer shall only be required to complete Form 1 and 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. **Fuel.** For the base proposal, all vehicle and related fuel costs shall reflect the fuel chosen by the proposer for the base proposal.
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 the City for \$300,000 of procurement-related expenses, which may be annualized as \$30,000 and recouped as a pass-through expense as shown on the general and administrative cost proposal Form 6E of the base cost proposal.
12. **Rate Proposal.** The proposed rates shall be presented on Forms 8 through 14 for the base cost proposal. The City 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 a few rates 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. Note that the rates for ancillary services (lock service, Extra Service Tags, container delivery, bin relocation, bin cleaning, push service over 25 feet, etc.) are also calculated in the cost forms using the relationship of the existing ancillary service rates to the existing collection rates. The selected Contractor shall not charge any ancillary service fees that are not approved in advance by the City.
13. **Non-Allowable Costs.** Costs identified in Exhibit E2 to the Draft Franchise Agreement as non-allowable costs shall not be included in the cost proposal.
14. **City Fees.** Forms 5 and 6 of the cost proposals itemize the City fees to be included in the cost proposal. The City reserves the right to modify fees before commencement of the Draft Franchise Agreement. The City has pre-populated amounts for the AB 939 Fee, and HHW Fee (assuming 7,105 multi-family dwelling units, and 20,881 single-family customers, pursuant to the specifications of Article 7 of the Draft Franchise Agreement).

15. **Service Level Assumptions.** For the purposes of preparing the cost proposal, the City provided the current number of accounts serviced in each rate category in Figure 5. This account information is based on the best available customer information (which the City has not verified). 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 City 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 "estimated number of accounts or occurrences or pulls/week") 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, and solid waste that will need to be collected during calendar year 2020. 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 3. 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 revenue on Forms 8 through 14 is to tie to the total costs on Forms 5 and 6 (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, the City 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 Proposals for Alternative Services

The City has identified several required, as well as several optional/suggested alternative services they may choose to include in the scope of its Draft Franchise Agreement, as presented in Section 3.2 of the RFP. The City selected these programs as alternative services because they want to evaluate the cost impact and diversion potential before deciding to include the program in the scope of collection services. Proposers are required to submit separate operating statistics and costs for each alternative service identified in Section 3.2 as "required", reflecting the incremental cost increases/decreases for the

alternative service above/below costs reflected in the base cost proposal. Proposers are encouraged to submit separate operating statistics and costs for each alternative service identified in Section 3.2 as “optional”, reflecting the incremental cost increases/decreases for the alternative service above/below costs reflected in the base cost proposal. Proposers shall use the separate tab provided for Street Sweeping services. **Proposers wishing to submit proposal information for the optional alternative “2-Stream (Wet/Dry) Collection and Processing”, described in Section 3.2.6 of this RFP, shall use the separate cost forms designed and provided for that purpose.**

If the proposer anticipates cost reductions to the base cost proposal, these reductions shall be reflected in the alternative services cost proposal. For example, if disposal costs will decrease as a result of diverting more organic materials, the avoided disposal cost shall be shown in the alternative service cost proposal as a negative value. If solid waste route costs will be 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 solid waste collection).

If the City chooses an alternative service, the annual costs and rates presented in the base cost proposal will be adjusted to reflect the selected alternative services.

5.10 Other Proposal Forms

5.10.1 Secretary’s Certificate

Each proposer shall complete and submit the Secretary’s Certificate, Attachment 4, 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 5. 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 6.

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

The City 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 City Council, considering all of the factors below, with particular focus on the degree to which each proposal will help the City achieve the goals identified in Section 1.1. The City values cost-effectiveness, however the recommendation of the evaluation committee will be based on overall value, including all of the factors below. The City Council will review the evaluation team's evaluation report and select the future contractor. The City Council 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. City staff and its consultant will be responsible for negotiating the Draft Franchise Agreement. The Council 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.
- Compliance with the RFP and procurement procedures.
- Submitted by the deadline.

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 the City's services in comparable sized communities.
 - If the proposer is a joint venture, demonstrated experience of parties working together.
 - If the proposer intends to use subcontractors, performance history of the proposed subcontractors.

- 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 the City'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 the City'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 solid waste from landfill disposal, and to comply with AB 341, AB 1826, and SB 1383.
- Processing and Marketing – Realistic plan and guaranteed capacity for recyclable materials processing and marketing.
- Customer Service – Compatibility (relative to other proposers) of customer service approach and staffing levels with the goals, objectives, and needs of the City and the requirements of the Draft Franchise Agreement.
- Public Education and Outreach Program – Compatibility (relative to other proposers) of the proposed education program, staffing levels, and program ideas with the goals, objectives, and needs of the City and the requirements of the Draft Franchise Agreement; and, the quality of public education samples relative to other proposers.
- Multi-Family and Commercial Recycling Technical Assistance – Proposed approach to providing multi-family and commercial customers with comprehensive, results-oriented recycling technical assistance.
- Billing System – Compatibility (relative to other proposers) of billing approach, procedures for handling customers, and coordination plan with the City.

- 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).
- Other Required Plans – Compatibility (relative to other proposers) of the other plans required to be submitted in Section 5.5.12 of the RFP with the City’s goals and objectives.
- 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 (for any and all proposed alternatives)

- 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 solid waste 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 of Exceptions – 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 the City 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.



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