



Request for Proposals for
Recycling, Organics, and Solid Waste Collection;
and, Organic Materials Processing Services

June 17, 2020



HF&H Consultants, LLC

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CITY OF CARLSBAD
REQUEST FOR PROPOSALS FOR
Recycling, Organics, and Solid Waste Collection; and,
Organic Materials Processing Services

Proposal Information: The City of Carlsbad (City) is requesting two (2) proposals: The first proposal is for the collection of solid waste and organic material, and the collection and processing of recyclable materials; and the second proposal is for the processing of organic materials. Proposers will have the option of submitting either proposal or both proposals. 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, proposer must first register at the following website. The City uses PlanetBids, which you can access through the link below. The RFP package will be available once proposer has registered through PlanetBids.

<https://www.carlsbadca.gov/services/depts/finance/contracting/default.asp>

Proposer must also request to be added to the RFP distribution list by sending an email to SustainableMaterialsManagement@CarlsbadCA.gov; Proposer must include a signed copy of the Carlsbad Code of Conduct for Procurement Process Potential Conflict of Interest, Attachment 8 (One signed copy per Proposing Company/Entity) in order to gain access to the RFP Distribution list. In addition, please include any other contacts from your company that should be included on this list.

A supplemental website has been established to provide proposers with additional background information and documents during the RFP process. This website can be accessed at the following link.

<http://www.hfh-consultants.com/hfh-clients/Carlsbad-RFP/>

Proposer Questions and City Responses: All proposer questions must be submitted in writing via email to SustainableMaterialsManagement@CarlsbadCA.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 July 7, 2020 from 1:00- 2:00 p.m. The City anticipates holding the meeting in person at the City's Faraday office (1635 Faraday Ave, Carlsbad). A virtual meeting will also be available to those that register as interested parties and indicate that they would like to participate virtually. The City may, but is not obligated to, reject proposals received from proposers that do not attend the pre-proposal meeting.

Compliance with City's Code of Conduct for Procurement Process Potential Conflict of Interest Policy: Proposers are solely responsible for ensuring that all team members, including affiliates, subcontractors, and individual staff are made aware of, and maintain compliance with, the City's Code of Conduct for Procurement Process Potential Conflict of Interest Policy. Any party that violates the terms of the City's Code of Conduct for Procurement Process Potential Conflict of Interest Policy may, at City's sole

discretion, be disqualified at any time from further participation in the City's RFP process. Prime proposers may share the RFP link with other team members including affiliates and subconsultants, or may choose to require that team members submit their own executed City's Code of Conduct for Procurement Process Potential Conflict of Interest Policy Form, Attachment 8, to SustainableMaterialsManagement@CarlsbadCA.gov.

Proposal Submittal: All proposals must be received by 3:00 p.m. on September 10, 2020. 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 Carlsbad
Attn.: Environmental Services Manager
1635 Faraday Ave
Carlsbad, CA 92008

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- 1. Insurance Certification
- 2. Current Customer Rates
- 3. Cost Proposal Forms
- 4. Secretary’s Certificate
- 5. Anti-Collusion Affidavit
- 6. Iran Contracting Act Certification
- 7. Draft Franchise Agreement for Collection and Processing Services
- 8. City of Carlsbad Code of Conduct for Procurement Process

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SECTION 1: INTRODUCTION

As an environmental leader, the City of Carlsbad (City) has implemented policies to reduce the amount of waste produced within the City to conserve natural resources, save water and energy, decrease pollution, meet compliance with state and federal regulations, and support the City's overall sustainability goals, including but not limited to sustainable materials management and the reduction of greenhouse gases.

The City is seeking proposals: (1) for collection of recyclable materials, organic materials, and solid waste, and processing of recyclable materials from residents and businesses; and, (2) for the processing of organic materials. As of February 2020, the City service area includes approximately 30,631 single-family (individual cart service) accounts, 276 multi-family (shared bin service) accounts and approximately 1,468 commercial accounts. Currently, Coast Waste Management (CWM) provides collection and processing services to the City through a Franchise Agreement with the City. The agreement with CWM will expire on June 30, 2022. The term of both new agreements will commence on July 1, 2022 and will continue for ten (10) years, ending June 30, 2032. The Franchise Agreement may be extended at the City's sole option for up to an additional five (5) years.

The goal for the new Franchise Agreement is to provide high quality, cost-effective services for the residents and businesses in the City, while maintaining an exemplary level of customer service.

Through this Request for Proposals (RFP), the City is looking for a service provider who can deliver high quality service, maintain competitive rates, and support the City's environmental goals as defined in the recently-adopted Sustainable Materials Management Plan. 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.

The City has an agreement with Republic Services for solid waste transfer and disposal (Post-Collection Agreement). The Post-Collection Agreement expires on May 31, 2027. The City will not be soliciting proposals for solid waste transfer or disposal through this RFP and all such materials are required to be delivered consistent with the City's obligations under that Post-Collection Agreement.

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 organic materials processing services comparable to those described in this RFP, under a franchise agreement with a community comparable to or larger than the City. The City seeks one or more Contractor(s) who have 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, courteous, timely, responsive, high-quality services to Carlsbad customers, with a customer-focused philosophy.

- Support the City’s approved “Sustainable Management Plan”.
- 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 current and future related regulations.
- 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 (e.g. participation in community events and organizations).

1.2 RFP Overview

The City initiated this RFP process to develop future programs and services and select one or more future Contractors. The Contractor selection process will result in two (2) new contracts:

- (1) For collection of recyclable materials, organic materials, and solid waste, and processing of recyclable materials from residents and businesses; and,
- (2) For the processing of organic materials.

The procurement process involves soliciting and evaluating proposals, selecting the future Contractor, executing contracts with the selected Contractors, and establishing an implementation period leading to commencement of services on July 1, 2022.

The City wishes to receive proposals from companies that have demonstrated experience in safely providing 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 organics materials processing services only, with or without proposing to provide collection services. More information on this option is provided in Section 3.2 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.

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Figure 1: RFP Schedule

ACTIVITY	COMPLETION DATE*
City releases RFP for Collection and Processing Services	June 17, 2020
Deadline for submittal of written questions before the pre-proposal meeting	June 30, 2020 @ 3:00 p.m.
Mandatory pre-proposal meeting	July 7, 2020 @ 1:00 p.m.
Deadline for registering to receive future correspondence and announcements (note: company registering must have had a representative at the mandatory pre-proposal meeting)	July 10, 2020 @ 5:00 p.m.
Deadline to submit additional written questions	July 10, 2020 @ 5:00 p.m.
City will issue: response to written questions, summary of responses provided at the pre-proposal meeting, and RFP addendum if necessary	July 30, 2020
Proposers submit proposals	September 10, 2020 @ 3:00 p.m.
City conducts preliminary evaluation, clarifies proposal questions	September – November 2020
City conducts interviews with one or more proposers	October 2020
City negotiates with recommended/shortlisted Contractor(s)	November – December 2020
City Council selects collection and processing Contractor(s)	January – February 2021
City conducts final negotiation with selected Contractor(s)	March – May 2021 (if needed)
City Council approves negotiated Franchise Agreement	June 1, 2021 (if needed)
Selected Contractor(s) begin providing service	July 1, 2022

* 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/Carlsbad-RFP/
City Website	<ul style="list-style-type: none"> • General information • Solid Waste & Recycling Services • General Plan • Sustainable Materials Management Plan • Municipal Code* 	https://www.carlsbadca.gov/ https://www.carlsbadca.gov/recycling https://www.carlsbadca.gov/services/depts/planning/general.asp https://cityadmin.carlsbadca.gov/civicax/filebank/blobdload.aspx?BlobID=39252 http://www.qcode.us/codes/carlsbad/

** 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(s) 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 6.08.02 of the City Municipal Code, all occupied premises are required to have and pay for collection service for discarded materials. Under the existing agreement, CWM collects residential and commercial solid waste, recyclables, and green waste from customers within the City at City-approved rates. CWM provides services to City facilities at no charge to the City (See Draft Franchise Agreement Exhibit B5 for a list of service levels and locations).

Currently, both City and CWM are responsible for billing: specifically, City provides billing services to most residential customers, bi-monthly, and CWM bills all other customers and any ancillary services on a monthly basis in arrears. Collection of delinquent accounts is the sole responsibility of CWM. CWM may discontinue service to delinquent accounts, may charge late fees, and may charge a “re-start fee” to begin services again. The City is interested in the possibility of transferring the responsibility for all billing to the successful proposer as part of this RFP process and is soliciting alternate proposals on that basis (see Sections 2.5 and 5.5.9 below for more information).

CWM provides all customer service related to the current franchise. This includes all customer service call center, electronic, and web-based customer interactions. The contract requires a designated “contract liaison” (to work with City on contract issues) as well as a “service liaison” (to work with City to resolve customer service complaints). Under the new agreements, City requires that these contacts be local and dedicated to the City. The City strongly prefers that the selected proposer utilize a local customer service call center in Northern San Diego County.

CWM is currently responsible for providing collection containers (including carts, bins, and roll-offs) to customers. The selected proposer will be required to purchase new collection containers with in-mold SB 1383 complaint information and City-owned branding/contact information 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. See Section 5.6 of the Draft Franchise Agreement (Attachment 7).

Under the current Franchise Agreement, CWM processes all recyclable materials. To fulfil the requirements of the Post-Collection Agreement, CWM delivers all solid waste and green waste to the Palomar Transfer Station (PTS) for processing and disposal. CWM pays Republic Services directly for transfer and disposal at rates determined by the Post-Collection Agreement. While the Post-Collection Agreement is scheduled to expire during the term of this Franchise Agreement, the City intends to direct

the delivery of Solid Waste and Organic Materials to PTS or another facility throughout the term of this Agreement.

The Carlsbad Unified School District is not included in the current Franchise Agreement. The school district contracts separately for solid waste disposal, and collection and processing of organics and recyclables materials.

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 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 • Carts (35-, 64-, or 96-gallon) • Green body, blue lid • Customer may request up to two additional carts (of same size) at no charge 	<ul style="list-style-type: none"> • At least weekly; as scheduled by customer • Collection location determined by Contractor • Bins (3- or 4- CY); 3 CY split bins; or carts (35-, 64-, or 96-gallon) • Containers may be shared between occupants • Size and frequency determined by customer and Contractor – must be at least two (2) 96-gallon carts per 25 MFD units 	<ul style="list-style-type: none"> • At least weekly; as scheduled by customer • Collection location determined by Contractor • Bins (3- or 4-CY); 3 CY split-bins; or carts (35-, 64-, or 96-gallon)

Service	Single-Family	Multi-Family	Commercial
<p>Organic Materials (Yard Trimmings)</p>	<ul style="list-style-type: none"> • Yard trimmings only • Weekly, curbside • 35-, 64-, or 96-gallon carts • Customer may request up to two (2) additional carts (of same size) at no charge • Green body, green lid • Curbside Holiday tree collection, at no cost 	<ul style="list-style-type: none"> • Yard trimmings only • At least weekly; as scheduled by customer • Bins (3 CY) or carts (96 gallon) • Voluntary subscription • Collection method options to be selected by customer, choices are similar to collection options 1-3 for commercial solid waste (see below) • Holiday tree collection, at no cost (collection time and location mutually agreed upon by MFD property manager and Contractor) 	<ul style="list-style-type: none"> • Yard trimmings only • At least weekly; as scheduled by customer • Bins (3 CY) or carts (96 gallon) • Voluntary subscription • Collection method options to be selected by customer, choices are similar to collection options 1-3 for commercial solid waste (see below)

Service	Single-Family	Multi-Family	Commercial
Solid Waste	<ul style="list-style-type: none"> • Weekly, curbside • Carts (35-, 64-, or 96-gallon) • Green body, gray lid • Customer may request additional carts; charged at rate per cart per month • Temporary collection service upon customer request, using bins or roll-offs 	<ul style="list-style-type: none"> • At least weekly; up to 6x/week as scheduled by customer • Bins (2-, 3-, 4-, or 5-CY); split-bins (3 CY); or carts (35-, 64-, or 96-gallon) • Required to subscribe to bin service, unless waived and allowed to use carts • Bins may be shared between occupants • Temporary collection service upon customer request, using bins or roll-offs 	<ul style="list-style-type: none"> • At least weekly; as scheduled by customer • Bins (2-, 3-, 4-, or 5-CY); split-bins (3 CY); or carts (35-, 64-, or 96-gallon) • Required to subscribe to bin service, unless waived and allowed to use carts. See options below • Option 1 – Single property bins, split-bins, compactors, or roll-offs . If cart service is approved, collect carts at least 1x per week; no more than two (2) carts per premises per week • Option 2 – Bins or carts that are shared by two or more adjacent commercial premises • Option 3 – Permanent roll-off/compactor of 10, 20, or 40 CY. Customer purchase or lease through Contractor or other vendor • Temporary collection service upon customer request, using bins of roll-offs
Backyard or Sideyard Service	<ul style="list-style-type: none"> • Backyard service available at a higher service rate 	<ul style="list-style-type: none"> • Backyard service available at a higher service rate 	<ul style="list-style-type: none"> • Backyard service available at a higher service rate

Service	Single-Family	Multi-Family	Commercial
Other	<ul style="list-style-type: none"> • On-call bulky items collection (see below) • On-call e-waste collection (see below) • Cell phone and battery collection (see below) • Materials accepted free of charge at buy-back center (see below) 	<ul style="list-style-type: none"> • Special services (roll-out, locking containers, etc.) upon customer request; at rates set forth in the agreement • Custom containers upon request; at a rate agreed upon by customer and Contractor • On-call bulky items collection (see below) • On-call e-waste collection (see below) • Materials accepted free of charge at buy-back center (see below) 	<ul style="list-style-type: none"> • Special services (roll-out, locking containers, etc.) upon customer request; at rates set forth in the agreement • Custom containers upon request; at a rate agreed upon by customer and Contractor • Bulky item collection (see below) • C&D – 3-CY bin available
Included Services for City Facilities (provided at no charge to the City)	<ul style="list-style-type: none"> • N/A 	<ul style="list-style-type: none"> • N/A 	<ul style="list-style-type: none"> • Recyclables, solid waste, and organics (yard trimmings) • Both temporary and scheduled services. At least weekly, and as frequently as scheduled by the City • All container options available: carts, bins, compactors, or roll-offs • List of facilities receiving service, container types and sizes, and frequency specified in agreement • City may change service level and number of facilities without additional compensation

Service	Single-Family	Multi-Family	Commercial
Household Hazardous Waste (HHW)	<ul style="list-style-type: none"> • Sharps accepted at buy-back center or through containers placed at up to 3 locations at City facilities (replace containers up to 10x per year) • Two (2) free pharmaceutical collection events per year • Curbside household battery and cell phone collection (sealed in clear plastic bag, on top of recyclable materials cart) • On-call e-waste collection; three (3) pick-ups per year at no charge. Up to five (5) items per pickup, within three (3) feet of curb (additional pick-ups or oversize items accepted at buy-back center at no charge) • Customers must schedule e-waste pick-up by 5:00pm on day before regular collection day 	<ul style="list-style-type: none"> • Sharps accepted at buy-back center or through containers placed at up to 3 locations at City facilities (replace containers up to 10x per year) • Two (2) free pharmaceutical collection events per year • On-call E-Waste collection; three (3) pick-ups per year at no charge. Up to five (5) items per pickup, within three (3) feet of curb (additional pick-ups or oversize items accepted at buy-back center at no charge) • Customers must schedule e-waste pick-up by 5:00pm on day before regular collection day 	<ul style="list-style-type: none"> • N/A
Bulky Item Collection	<ul style="list-style-type: none"> • On-call bulky item collection • Customers must schedule pick-up by 5:00pm day before regular collection day • Five (5) items per pick-up, placed within three (3) feet of curb • Three (3) pick-ups per year at no charge; additional pick-ups at rate set forth in agreement 	<ul style="list-style-type: none"> • On-call bulky item collection • Customers must schedule pick-up by 5:00pm day before regular collection day • Five (5) items per pick-up, placed within three (3) feet of curb • Three (3) pick-ups per year at no charge; additional pick-ups at rate set forth in agreement 	<ul style="list-style-type: none"> • Bulky item collection provided at rates set forth in agreement • May not include over 1 CY material generated from C&D or remodeling activities
Illegal Dumping	<ul style="list-style-type: none"> • Pick up and dispose of bulky items left adjacent to public rights of way within 48 hours of notification from City 	<ul style="list-style-type: none"> • See Single-Family 	<ul style="list-style-type: none"> • See Single-Family

Service	Single-Family	Multi-Family	Commercial
Buy-Back Center	<ul style="list-style-type: none"> Operate a CRV buy-back center at Palomar Transfer Station Also accept e-waste, sharps, cell phones, and batteries at no charge for residential Tuesday – Saturday; 8:00am – 4:00pm 	<ul style="list-style-type: none"> Operate a CRV buy-back center at Palomar Transfer Station Also accept e-waste, sharps, cell phones, and batteries at no charge for residential Tuesday – Saturday; 8:00am – 4:00pm 	<ul style="list-style-type: none"> Operate a CRV buy-back center at Palomar Transfer Station Tuesday – Saturday; 8:00am – 4:00pm

2.2 Demographic Information

The City of Carlsbad was incorporated in 1952 and is located in Northern San Diego County. The City serves a population of approximately 115,000, with approximately 47,000 single and multi-family housing units. The table below presents a summary of the demographic and housing data provided by the CA Department of Finance.

Figure 4: Household Data

Single Homes	Two to Four Units	Five Plus	Mobile Homes
32,978	2,578	10,2444	1,280

Source: CA Department of Finance Table E-5 City/County Population and Housing Estimates 1/1/2019.

Collection services for the Carlsbad 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.CarlsbadCA.gov.

2.3 Current Tonnage and Account Data

Figure 5, below, summarizes recent historical volumes of materials collected in the City, as reported by CWM. Figure 6, below, summarizes customer account data for FY 16-17 and FY 17-18, as reported by CWM. 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 5: Annual Materials Collected
(Source: CWM Reports to City)

	2017	2018	2019
Recyclable Materials (tons)			
Single-Family	12,015	11,561	12,233
Multi-Family / Commercial Total	5,649	6,057	6,680
Roll-Off	710	576	692
Organic Materials (tons)			
Single-Family	18,719	17,906	18,555
Holiday Trees (SFD + MFD)	N/A	N/A	25
Commercial	422	321	383
Roll-Off	3,638	3,276	3,461
Solid Waste (tons)			
Single-Family	25,533	26,185	26,467
Multi-Family / Commercial Total	39,513	39,224	39,642
Roll-Off	22,420	25,216	21,358
Additional Services (tons)			
C&D Roll-Off	6,379	6,249	3,846
White Goods	165	143	134
E-Waste	75	95	67

Figure 6: Accounts by Customer Type
(Source: CWM Reports to City)

	2017	2018	2019
Single-Family	30,114	30,323	30,631
Multi-Family	283	234	276
Commercial	1,510	1,300	1,468

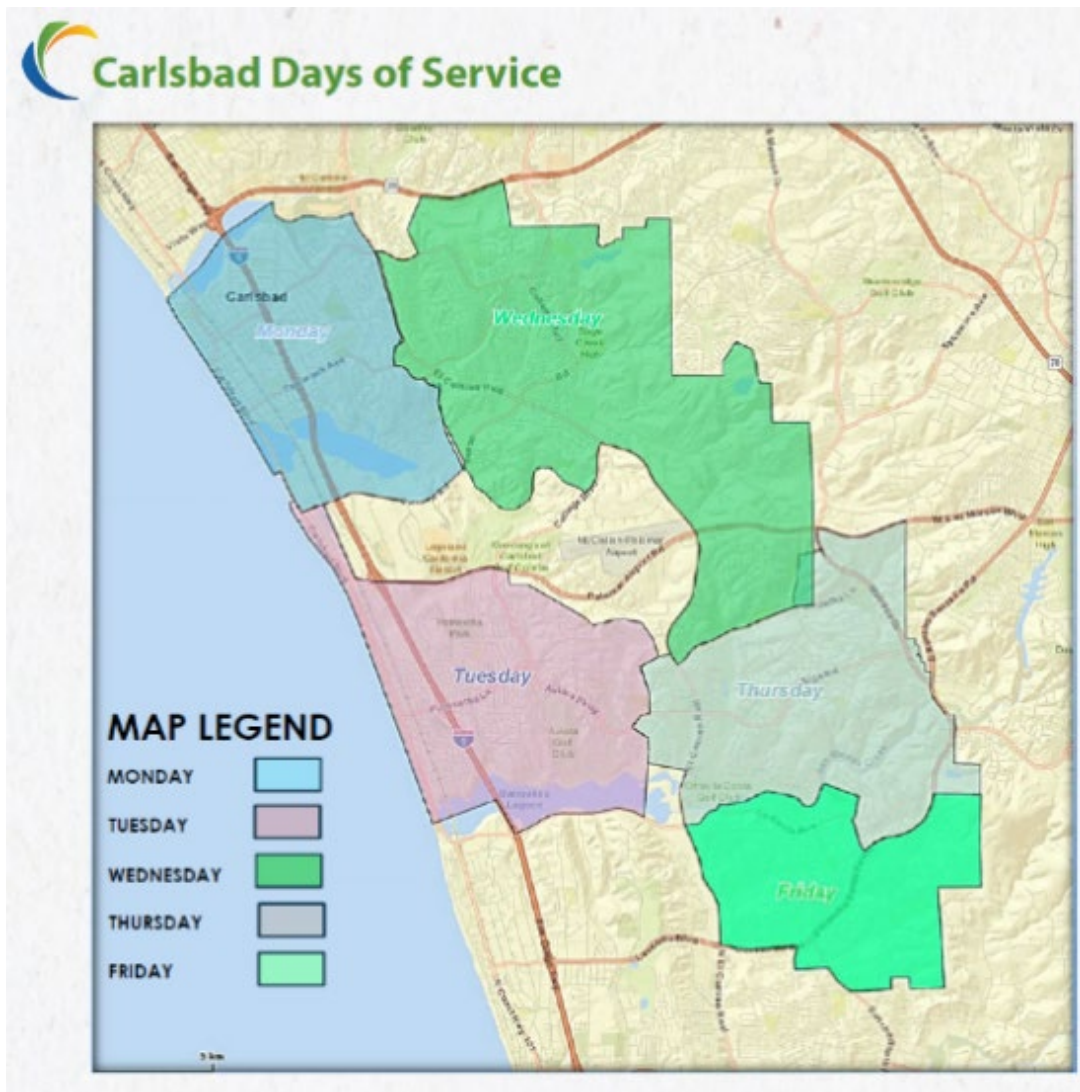
2.4 Historical Operating Information

Figures 7 and 8, below, summarize the number of collection vehicles and collection routes utilized by CWM 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 7: Inventory of Collection Vehicles
(Source: CWM Reports to City)

Type of Vehicle	Total Collection Vehicles
Automated Side Loader	17
Front End Loader	16
Rear End Loader	0
Roll-Off	6
Flat Bed	1
Total	40

Figure 8: Days of Service
(Source: CWM Reports to City)



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

Currently, both the City and CWM are responsible for a portion of the billing. The City provides billing services to all residential customers, for properties located within Carlsbad Municipal Water District boundary, on water bills, bi-monthly. CWM bills residential customers, located within the other two water districts in the City, commercial customers and any ancillary services on a monthly basis, in arrears. Both parties perform collection activities related to delinquent accounts with the City’s primary remedy being discontinuation of water service. CWM may discontinue service to delinquent accounts, may charge late fees, and may charge “re-start fee” to begin services again.

The City is interested in the possibility of transferring the responsibility for billing to the successful proposer as part of this RFP process and is soliciting alternate proposals on that basis. Base proposals should assume the City continues performing billing services and an Alternative Proposal shall be submitted with the incremental additional pricing for the proposer to perform the billing services. See the requirements provided in Franchise Agreement Section 4.8 for details on the billing requirements.

2.6 Current Rates and Rate Revenues

The rates for collection services effective July 1, 2019 through June 30, 2020 are shown in Attachment 2 of this RFP and are subject to annual adjustment on July 1 each year. Prior to the effective date of the new Franchise Agreement and based on the negotiations resulting from this RFP, the City will approve rates which will be effective July 1, 2022 through June 30, 2023. Figure 9 below provides the annual rate revenues resulting from the most recent five years of the current Franchise Agreement.

Figure 9: Annual Rate Revenues
(Source: CWM Reports to City)

	Residential (City Billed)	Residential (CWM Billed)	Commercial	Roll-off	TOTAL
2019	\$5,540,701	\$2,771,539	\$11,109,669	\$3,227,087	\$22,648,996
2018	\$5,383,608	\$2,776,453	\$10,044,866	\$3,749,922	\$21,954,849
2017	\$5,248,995	\$2,769,920	\$9,584,379	\$3,213,449	\$20,816,743
2016	\$5,140,562	\$2,592,292	\$9,015,642	\$2,676,418	\$19,424,914
2015	\$5,049,395	\$2,638,703	\$8,638,342	\$2,579,926	\$18,906,366

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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 for:

1. **Collection Services:** Collection of recyclable materials, organic materials (including food waste), and solid waste, and processing of recyclable materials (Collection Agreement) and other related services. The agreement will commence July 1, 2022 and continue for a period of ten (10) years. The collection services proposal shall include all required elements, as described in Section 5.

AND/OR

2. **Organics Processing Services:** Processing of organic materials (Organics Processing Agreement) and other related services. The agreement will commence July 1, 2022 and continue for a period of ten (10) years.

With respect to the proposal for collection services, the City is requesting that proposers submit a “Base Proposal” as well as “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 shall prevail.

3.1 Scope of Services for Base Proposals

The selected Contractor shall have the exclusive right to collect residential and commercial 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 Palomar Transfer Station. The Contractor will also be required to deliver all organic materials collected in the City to either the Palomar Transfer Station or another location, identified through this RFP process, for transfer and/or processing. For purposes of the RFP process, all proposers should assume delivery to the Palomar Transfer Station.

The Contractor shall be responsible for collection, processing, and marketing of recyclable materials as described in the Draft Franchise Agreement. The Contractor may use its own processing site(s) or a subcontractor’s processing site(s). The Proposer to win the Organics Processing Agreement shall be

responsible for the processing of all organic materials collected under the new Franchise Agreement. 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 10 through 12 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 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 10: Single-Family Collection Base Services

Service	Current SFD Service	Requested SFD Base Services
Recyclable Materials	<ul style="list-style-type: none"> • Weekly, curbside • Carts (35-, 64-, or 96-gallon) • Green body, blue lid • Customer may request up to two additional carts (of same size) at no charge 	<ul style="list-style-type: none"> • Weekly, curbside • Carts (32-, 64-, or 96-gallon) • <i>Blue body, blue lid, City branding</i> • Customer may request up to two additional carts (of same size) at no charge • <i>Cardboard may be bundled rather than placed in the recyclable materials cart for collection</i>
Mixed Organic Materials (Three Container)	<ul style="list-style-type: none"> • Yard trimmings only • Weekly, curbside • Carts (35-, 64-, or 96-gallon) • Customer may request up to two additional carts (of same size) at no charge • Green body, green lid • Curbside Holiday tree collection, at no cost 	<ul style="list-style-type: none"> • <i>All organic materials (yard trimmings, food scraps, soiled paper products, compostable plastics, and clean wood)</i> • Weekly, curbside • Carts (32-, 64-, or 96-gallon) • Green body, green lid, <i>City branding</i> • <i>Customers may place organic materials in compostable plastic bags prior to placing in the organic materials container for collection</i> • <i>City approved kitchen pails for food waste provided and delivered to all SFDs at start-up, and throughout the term upon request</i> • Curbside Holiday tree collection, at no cost • Holiday Tree Drop-off at five (5) locations
Source Separated Organics (Four Container)		<p><i>Yard trimmings same as above, with source separated food waste as below:</i></p> <ul style="list-style-type: none"> • Brown body, brown lid, <i>City branding</i> • <i>Acceptable material: food scraps, soiled paper products, compostable plastics,</i> • <i>Weekly, curbside</i> • Carts (32-gallon, or smaller if available)
Solid Waste	<ul style="list-style-type: none"> • Weekly, curbside • Carts (35-, 64-, or 96-gallon) • Green body, gray lid • Customer may request additional carts; charged at an approved rate per cart per month • Temporary collection service upon customer request, using bins or roll-offs 	<ul style="list-style-type: none"> • Weekly, curbside • Carts (32-, 64-, or 96-gallon) • <i>Gray lid, gray body, City branding</i> • Customer may request additional carts; charged at an approved rate per cart per month • Temporary collection service upon customer request, using bins or roll-offs

Service	Current SFD Service	Requested SFD Base Services
Backyard or Sideyard	<ul style="list-style-type: none"> Backyard service provided to customers at an increased rate. 	<ul style="list-style-type: none"> Backyard service provided to customers at an increased rate <i>Provided to disabled individuals at no additional cost</i> <i>Include valet service for seniors</i>
Other	<ul style="list-style-type: none"> On-call bulky items collection (see below) On-call e-waste collection (see below) Cell phone and battery collection (see below) 	<ul style="list-style-type: none"> On-call bulky items collection (see below) On-call e-waste collection (see below) Cell phone and battery collection (see below) <i>Conduct two (2) public compost give-away events per year</i>
Household Hazardous Waste (HHW)	<ul style="list-style-type: none"> Sharps accepted at buy-back center or through containers placed at up to three (3) locations at City facilities (replace container up to 10x per year) Two (2) free pharmaceutical collection events per year Curbside household battery and cell phone collection (sealed in clear plastic bag, on top of recyclable materials cart) On-call e-waste collection; three (3) pick-ups per year at no charge. Up to five (5) items per pickup, within three (3) feet of curb (additional pick-ups or oversize items accepted at buy-back center at no charge) 	<ul style="list-style-type: none"> Sharps accepted at buy-back center or through containers placed at up to three (3) locations at City facilities (replace container up to 10x per year) Two (2) free pharmaceutical collection events per year in coordination with the City. Curbside household battery and cell phone collection (sealed in a fluorescent plastic bag, on top of recyclable materials/solid waste cart) On-call E-Waste collection; three (3) pick-ups per year at no charge. Up to five (5) items per pickup, within three (3) feet of curb (additional pick-ups or oversize items accepted at buy-back center at no charge) <i>Collect used motor oil and filters and used cooking oil placed in a Contractor-provided Used Oil Recovery Kit; up to 1x per week on solid waste collection day</i>

Service	Current SFD Service	Requested SFD Base Services
Bulky Item Collection	<ul style="list-style-type: none"> On-call bulky item collection Customers must schedule pick-up by 5:00pm day before regular collection day Five (5) items per pick-up, placed within three (3) feet of curb Three (3) pick-ups per year at no charge; additional pick-ups at rate set forth in agreement 	<ul style="list-style-type: none"> On-call bulky item collection <i>Contractor must provide service within one (1) day of customer’s requested service date</i> Five (5) items per pick-up, placed within three (3) feet of curb Three (3) pick-ups per year at no charge; additional pick-ups at rate set forth in agreement <i>Must keep bulky items separate from solid waste</i> <i>Contractor shall not dispose of materials that can be reused or recycled</i>
Illegal Dumping	<ul style="list-style-type: none"> Pick up and dispose of bulky items left adjacent to public rights of way within 48 hours of notification from City 	<ul style="list-style-type: none"> <i>Provide container for City-conducted illegal dumping clean-up. Provide container within 48 hours of notification from the City</i>
Homeless Encampments	<ul style="list-style-type: none"> Not currently included in service 	<ul style="list-style-type: none"> <i>Provide containers (bins/roll-off) for City performed clean-up events and for homeless encampments upon request from the City</i>

Italics denote changes to existing services.

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

Figure 11: Multi-Family Collection Base Services

Service	Current MFD Service	Requested MFD Base Services
Recyclable Materials	<ul style="list-style-type: none"> At least 1x/week, as scheduled by customer Collection location determined by Contractor Bins (3- or 4- CY); 3-CY split bins; or carts (35-, 64-, or 96-gallon) Containers may be shared between occupants Size and frequency determined by customer and Contractor – must be at least two (2) 96-gallon carts per 25 MFD units 	<ul style="list-style-type: none"> <i>At least 1x/week, up to 6x/week, as scheduled by customer</i> <i>Curbside or other customer-selected service location</i> <i>Bins (1-,2-,3-, 4-, 5-, or 6-CY); Split bins (3-CY); or carts (32-, 64-, or 96-gallon)</i> Containers may be shared between occupants Size and frequency determined by customer and Contractor – but must be at least two (2) 96-gallon carts per 25 MFD units

Service	Current MFD Service	Requested MFD Base Services
<p>Organic Materials (Yard Trimmings, Food Scraps, Soiled Paper Products, and Clean Wood)</p>	<ul style="list-style-type: none"> • Yard trimmings only • At least weekly; as scheduled by customer • Bins (3 CY) or carts (96 gallon) • Voluntary subscription • Collection method options to be selected by customer, choices are similar to collection options for commercial solid waste • Holiday tree collection, at no cost (collection time and location mutually agreed upon by MFD property manager and Contractor) 	<ul style="list-style-type: none"> • <i>All organic materials (yard trimmings, food scraps, soiled paper products, compostable plastics, and clean wood)</i> • <i>At least 1x/week, up to 6x/week, as scheduled by customer</i> • <i>Curbside or other customer-selected service location</i> • <i>Bins (1-, 2-, 3-, or 4- CY) or Carts (32-, 64-, or 96-gallon)</i> • <i>Mandatory subscription/universal service</i> • <i>City approved kitchen pails for food waste provided and delivered to all MFDs at start-up, and throughout the term upon request</i> • <i>Holiday tree collection, at no cost (collection time and location as mutually agreed to by MFD property manager and Contractor)</i>
<p>Solid Waste</p>	<ul style="list-style-type: none"> • At least weekly; as scheduled by customer • Bins (2-, 3-, 4-, or 5-CY); split-bins (3 CY); or carts (35-, 64-, or 96-gallon) • Temporary collection service upon customer request, using bins or roll-offs • Bins may be shared • Special services (roll-out, locking containers, etc.) at rates set forth in agreement • Customized containers upon request at customer and Contractor agreed-upon rate 	<ul style="list-style-type: none"> • At least weekly; as scheduled by customer • <i>Bins (1-,2-,3-, 4-, 5-, or 6-CY); split bins (3-CY); or carts (32-, 64-, or 96-gallon)</i> • <i>Curbside or other customer-selected service location</i> • Temporary collection service upon customer request, using bins or roll-offs • Bins may be shared • Special services (roll-out, locking containers, etc.) at rates set forth in agreement • Customized containers upon request at customer and Contractor agreed-upon rate
<p>Other</p>	<ul style="list-style-type: none"> • Special services (roll-out, locking containers, etc.) upon customer request; at rates set forth in the agreement • Custom containers upon request; at a rate agreed upon by customer and Contractor • On-call bulky items collection (see below) • On-call e-waste collection (see below) • Materials accepted free of charge at buy-back center (see below) 	<ul style="list-style-type: none"> • Special services (roll-out, locking containers, etc.) upon customer request; at rates set forth in the agreement • Custom containers upon request; at a rate agreed upon by customer and Contractor • On-call bulky items collection (see below) • On-call e-waste collection (see below) • <i>Conduct two (2) public compost give-away events per year providing City approved composting equipment</i>

Service	Current MFD Service	Requested MFD Base Services
Backyard or Sideyard Service	<ul style="list-style-type: none"> Backyard service provided to customers at an increased rate 	<ul style="list-style-type: none"> Backyard service provided to customers at an increased rate <i>Provided to disabled individuals at no additional cost</i> <i>Include valet service for seniors</i>
Household Hazardous Waste (HHW)	<ul style="list-style-type: none"> Sharps accepted at buy-back center or through containers placed at up to three (3) locations at City facilities (replace container up to 10x per year) Two (2) free pharmaceutical collection events per year Curbside household battery and cell phone collection (sealed in clear plastic bag, on top of recyclable materials cart) On-call E-Waste collection; three (3) pick-ups per year at no charge. Up to five (5) items per pickup, within three (3) feet of curb (additional pick-ups or oversize items accepted at buy-back center at no charge) 	<ul style="list-style-type: none"> Sharps accepted at buy-back center or through containers placed at up to three (3) locations at City facilities (replace container up to 10x per year) Two (2) free pharmaceutical collection events per year Curbside household battery and cell phone collection (sealed in fluorescent plastic storage bag, in a communal location arranged with the customer) On-call E-Waste collection; three (3) pick-ups per year at no charge. Up to five (5) items per pickup, within three (3) feet of curb (additional pick-ups or oversize items accepted at buy-back center at no charge)
Bulky Item Collection	<ul style="list-style-type: none"> On-call bulky item collection Customers must schedule pick-up by 5:00pm day before regular collection day Five (5) items per pick-up, placed within three (3) feet of curb Three (3) pick-ups per year at no charge; additional pick-ups at rate set forth in agreement Prioritize reuse and recycling of salvageable or recyclable materials before disposal 	<ul style="list-style-type: none"> On-call bulky item collection <i>Contractor must provide service within one (1) day of customer's requested service date</i> Five (5) items per pick-up, placed within three (3) feet of curb Three (3) pick-ups per year at no charge; additional pick-ups at rate set forth in agreement <i>Must keep bulky items separate from solid waste</i> <i>Contractor shall only dispose of materials that cannot be reused or recycled</i>
Illegal Dumping	<ul style="list-style-type: none"> Pick up and dispose of bulky items left adjacent to public rights of way within 48 hours of notification from City 	<ul style="list-style-type: none"> <i>Provide container for City-conducted illegal dumping clean-up. Provide container within 48 hours of notification from the City.</i>
Homeless Encampments	<ul style="list-style-type: none"> Not currently included in service 	<ul style="list-style-type: none"> Provide clean-up service for homeless encampments upon request from the City

Italics denote changes to existing services.

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

Figure 12: Commercial Collection Base Services

Service	Current Commercial Service	Requested Commercial Base Services
Recyclable Materials	<ul style="list-style-type: none"> • At least 1x/week; as scheduled by customer • Collection location determined by Contractor • Bins (3- or 4-CY), split-bins (3CY), or carts (35-, 64- 96-gallon) 	<ul style="list-style-type: none"> • <i>At least 1x/week, up to 6x/week, as scheduled by customer</i> • <i>Curbside or other customer-selected service location</i> • <i>Carts (35-, 64-, and 96-gallon carts; bins (1-, 2-, 3-, 4-, 5-, and 6- CY); split-bins (3-CY); bin compactors (2-, 3-, and 4-CY); and, roll-offs (7-, 20-, 30-, and 40- CY)</i>
Organic Materials	<ul style="list-style-type: none"> • Yard trimmings only • At least 1x/week; as scheduled by customer • Bins (3 CY) or carts (96 gallon) • Voluntary subscription • Collection method options to be selected by customer, choices are similar to collection options for commercial solid waste 	<ul style="list-style-type: none"> • <i>All organic materials (yard trimmings, food scraps, soiled paper products, compostable plastics, and clean wood)</i> • <i>At least 1x/week, up to 6x/week; as scheduled by customer</i> • <i>Curbside or other customer-selected service location</i> • <i>Mandatory subscription/universal service</i> • <i>Carts (35-, 64-, and 96-gallon); bins (1-, 1.5-, and 2-CY); or, customer-owned compactors</i>
Solid Waste	<ul style="list-style-type: none"> • At least 1x/week; as scheduled by customer • Bins (3-, 4-, or 5-CY), split bins (3-CY), compactors, or roll-offs; or carts, if approved, (35-, 64-, and 96-gallon carts - at least 1x per week; no more than two (2) carts per premises per week) • Permanent roll-off/compactor of 10-, 20-, or 40-CY. Customer purchase or lease through Contractor or other vendor • May share bins between adjacent commercial customers, if approved • Temporary collection service upon customer request, using bins or roll-offs. 	<ul style="list-style-type: none"> • At least 1x/week, up to 3x/week; as scheduled by customer • <i>Curbside or other customer-selected service location</i> • <i>Carts (35-, 64-, or 96-gallon) carts; bins (1-, 2-, 3-, 4-, 5-, and 6-CY); split-bins (3-CY); bin compactors (2-, 3-, and 4-CY), and roll-offs (7-, 20-, 30-, and 40- CY); or customer owned compactors</i> • May share bins between adjacent commercial customers, if approved • Temporary collection service upon customer request, using bins or roll-offs.
Backyard or Sideyard Service	<ul style="list-style-type: none"> • Provided to customers at an increased rate 	<ul style="list-style-type: none"> • Provided to customers at an increased rate

Service	Current Commercial Service	Requested Commercial Base Services
Other	<ul style="list-style-type: none"> Special services (roll-out, locking containers, etc.) upon customer request; at rates set forth in the agreement Custom containers upon request; at a rate agreed upon by customer and Contractor 3CY C&D bin available See below for “other” services 	<ul style="list-style-type: none"> Special services (roll-out, locking containers, etc.) upon customer request; at rates set forth in the agreement Custom containers upon request; at a rate agreed upon by customer and Contractor 3 CY C&D bin available; <i>customers with C&D bin must also have a solid waste container</i> See below for “other” services
Bulky-Item Collection	<ul style="list-style-type: none"> Bulky item pick-up provided at rates set forth in agreement May not include over 1 CY material generated from C&D or remodeling activities Prioritize reuse and recycling of salvageable or recyclable materials before disposal 	<ul style="list-style-type: none"> Bulky item pick-up provided at rates set forth in agreement May not include over 1 CY material generated from C&D or remodeling activities <i>Must keep bulky items separate from solid waste</i> <i>Contractor shall only dispose of materials that cannot be reused or recycled</i>
Illegal Dumping	<ul style="list-style-type: none"> Pick up and dispose of bulky items left adjacent to public rights of way within 48 hours of notification from City 	<ul style="list-style-type: none"> <i>Provide containers for City-conducted illegal dumping clean-up. Respond and provide containers within 48 hours of notification from the City</i>
Included Services for City Facilities (provided at no charge to the City)	<ul style="list-style-type: none"> Recyclables, solid waste, and organics (yard trimmings) Both temporary and scheduled services. At least weekly, and as frequently as scheduled by the City Carts, bins, compactors, or roll-offs City may change service level and number of facilities without additional compensation Provide containers and collection at City-sponsored projects and events 	<ul style="list-style-type: none"> Recyclables, solid waste, and <i>organics (all organic materials yard trimmings, food scraps, soiled paper products, compostable plastics, and clean wood)</i> Both temporary and scheduled services. At least weekly, and as frequently as scheduled by the City Carts, bins, compactors, or roll-offs List of facilities receiving service, container types and sizes, and frequency specified in agreement City may change service level and number of facilities without additional compensation Provide containers and collection at City-sponsored projects and events <i>Provide bulk compost and mulch for the City and conduct compost give-away events</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 cost efficacy 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. SB 1383 Compliant Mandatory 3-Stream Collection for All Sectors (Required)
2. Organic Materials Processing (Required; Collection Services Proposal Not Required)
3. Extra Cardboard Collection (Required)
4. Single-Family Food Pails (Required)
5. Multi-Family Move-in Kits (Required)
6. Used Motor Oil & Filter + Used Cooking Oil Collection (Required)
7. Provide Containers for City Illegal Dumping Clean-ups (Required)
8. Bulk Compost and Mulch (Required)
9. Compost Give-Aways (Required)
10. Large Event & Venue Services (Required)
11. Prohibited Container Contaminant Monitoring (Required)
12. SB 1383 Compliant 4-Stream Collection (Required)
13. Other Service Enhancements and Innovations (Optional for either proposal)

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

3.2.1 SB 1383 Compliant 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 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

upon the effectiveness of the new Collection Agreement. Commercial customers may be eligible to apply for exemptions to this requirement upon qualification for one of the SB 1383 approved exemptions (i.e. space constraints or de minimis generation), however the Contractor shall be responsible for managing, monitoring, and validating such exemptions and reporting them to the City regularly.

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.

The Contractor shall also be responsible for performing all container contamination monitoring, service level tracking, education, outreach, recordkeeping, and reporting in order to assist the City in fulfilling the jurisdictional and programmatic requirements of SB 1383.

3.2.2 Organic Materials Processing (Required; Collection Proposal Not Required)

In order to achieve the goals of AB 1826 and SB 1383, the City intends to contract for organic materials processing services related to the material collected under the Collection Agreement. The City intends to collect a commingled stream of yard trimmings and food scraps (including food soiled paper) from residents and businesses. That stream shall be delivered to the selected Organics Processing Agreement Contractor directly from the route or through the Palomar Transfer Station.

Proposers may choose to propose to provide only processing services for organics materials. **Under this alternative, the processing-only proposer would not be required to submit a base proposal or the required alternative described in Sections 3.2.1.** Processing only proposers would only need to complete cost proposal Form 1, and Form 7. Processing only proposers shall submit a complete proposal, except that the technical proposal shall be limited to the elements described in Section 5.5.3.

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 an organics processing contractor who submitted an organics 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.

3.2.3 Extra Cardboard Collection (Required)

With the increased amount of cardboard in single-family and multi-family dwellings, the City is interested in providing options for Customers to recycle excess volumes of cardboard in residential settings where breaking that cardboard down to fit in a recycling cart may not be practical. This program is described in the “Additional Services” portion of the Single-Family Recyclable Materials Services (Draft Franchise Exhibit B1, Section 1).

3.2.4 Single-Family Food Pails (Required)

As the City and selected Contractor implement residential food scraps recycling, the City is interested in providing support to make the program more convenient to customers. Other communities have distributed food scrap pails to residents for this purpose. This requirement is described in the “Other Requirements” portion of the Single-Family Organic Materials Services (Draft Franchise Exhibit B1, Section 2) and Multi-Family Organic Materials Services (Draft Franchise Exhibit B2, Section 2).

3.2.5 Multi-Family Move-in Kits (Required)

One of the City’s and Contractor’s most significant challenges under the new Agreement will be to make multi-family recycling and organics services successful, despite the many challenges that exist in that sector. One successful tool in other agencies has been the use of a “multi-family move in kit” (defined in Draft Franchise Exhibit A) that introduces new multi-family tenants to how to recycle at their new property and provides them with tools that improve convenience. The “multi-family move in kits” are described in more detail in Draft Franchise Exhibit C, Section 4.

3.2.6 Used Motor Oil and Filter & Used Cooking Oil Collection (Required)

The City wishes to provide an environmentally friendly and convenient option for residents to dispose of motor and cooking oils that they may generate through normal residential activities. These oils are dangerous to the storm drainage and sewer systems and the City is interested in reducing their negative impacts through this program. Customers would be provided with used oil recovery kits (defined in Exhibit A) and the Contractor would provide collection curbside, as needed by customers’, on the customers’ normal service day. The requirements of this program are described in Draft Franchise Exhibit B1, Section 4.

3.2.7 Containers for City Illegal Dumping Clean-ups (Required)

The City periodically performs targeted clean-up efforts with City crews or volunteers removing litter, illegal dumping, homeless encampment debris, or other materials from public spaces. These clean-ups often require the donation of bins or roll-offs to facilitate removal of waste from the events. As described in Draft Franchise Exhibit B5, the City is interested in having the successful Contractor donate the containers needed for up to five (5) such clean-up events per year.

3.2.8 Bulk Compost & Mulch (Required)

SB 1383 requires that the City procure a specified quantity of recovered organic products (meeting the applicable guidelines for “California Recovered” as described in SB 1383). It is possible that the City may need to receive and use or distribute significant quantities of compost or mulch to meet this procurement requirement if other means (e.g. RNG, electricity, etc.) are not feasible. As such, the City wishes to have the successful Contractor provide a bulk compost and/or mulch give-back program totaling 2,000 yards of materials for use or give-away by the City. This program is described in Draft Franchise Exhibit B4, Section 5.A-B.

3.2.9 Compost Give-Away (Required)

In addition to or, perhaps, in place of the bulk compost/mulch program described above, the City may be interested in working with the successful Contractor to perform community events to give-away retail quantities of compost or mulch that assists in meeting the SB 1383 procurement requirement. In addition, the give-back program with the community may reinforce the “closed loop” messaging supporting the organics program. This program is described in Draft Franchise Exhibit B4, Section 5.C.

3.2.10 Large Event and Venue Services (Required)

The City is interested in implementing recycling and organics services in public spaces, to support the overall program implementation and to “walk the talk” at City events. This is consistent with the approach adopted in the City’s Sustainable Materials Management Plan, where the City’s environmental leadership is one of the early implementation items. The City is interested in having the successful Contractor support specified City events and venues with enhanced materials management services. This program is described in full in Draft Franchise Section 4.5 for the events listed in Exhibit B5.

3.2.11 Prohibited Container Contaminant Monitoring (Required)

SB 1383 requires the City to implement a process for monitoring and managing the contamination levels of the various services provided to generators. The City is interested in having the selected Contractor take the primary responsibility for performing, documenting, and educating customers about contamination in a manner that both complies with SB 1383 and improves the overall success of the recycling and organics programs in the City. This program and its minimum requirements are presented in Draft Franchise Section 4.12.

3.2.12 SB 1383 Compliant 4-Stream Collection (Required)

Proposers must present their approach to a four stream collection system (recyclable materials, yard trimmings, source separated food waste, and solid waste), as noted in the Draft Franchise Agreement.

This alternative is intended to provide options for a collection system in the event that the City must separately process food waste from yard trimmings. The proposed program must comply with the programmatic requirements of SB 1383.

3.2.13 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 alternatives may include collection methods, equipment requirements, customer service approaches, or other changes from the City-requested specifications that the Contractor believes achieve the goals of the RFP, maintain regulatory compliance, and deliver cost-effective services to the City.

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 of the agreement but also throughout the term of the Franchise Agreement. Proposers will be required to submit a Vehicle Air Emissions Plan per Section 5.5.12 of the RFP. The City’s strong preference is to utilize a fleet that allows the City to comply with the SB 1383 requirements for recovered organic product procurement through RNG vehicle fuels. Contractor shall identify whether such credits can be made available to the City through this process and the amount of credits/fuel usage associated with this contract.

The selected Contractor will be required to provide all new collection vehicles and containers. 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

The City requires that all proposers identify a site or potential sites to be used for staging equipment and personnel, and performing equipment maintenance. 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. All insurance documents must be reviewed and approved by the City’s Risk Manager prior to City acceptance. 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 (5) days of the execution date of the new Franchise Agreement. The reimbursement expense of \$300,000 shall be paid by the Contractor and may not be recovered through its annual compensation under any agreement awarded in response to this RFP.

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 Conflict of Interest & Prohibited Contracts

No person performing services for the City, in connection with the establishment of any agreements or any projects resulting from this solicitation, shall have a financial or other personal interest other than employment or retention by the City, in any contract or subcontract in connection with this solicitation or any resulting project. No officer or employee of such person retained by the City shall have any financial

or other personal interest in any real property acquired for this list or resulting project, unless such interest is openly disclosed upon the public records of the City and such officer, employee, or person has not participated in the acquisition of such property for or on behalf of the City.

The City shall not contract with, and shall reject any proposal submitted by the persons or entities specified below, unless the City Council finds that Special Circumstances exist which justify the approval of such a contract.

- Persons employed by the City or public agencies for which the City Council are the governing body;
- Profit-making firms or businesses in which employees described in this solicitation serve as officers, principals, partners or major shareholders;
- Persons who, within the immediately preceding twelve (12) months, came within the provisions this solicitation and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the contract, or (2) participated in any way in developing the contract or its service specifications;
- Profit-making firms or businesses in which the former employees described in this solicitation serve as officers, principals, partners or major shareholders; and
- Person who currently serve on a city Board or Commission per CMC 2.15.030.

By submitting a proposal for any services identified herein, Proposer is certifying that the proposer firm has complied with the above provisions, and that any ensuing contract will be valid.

4.3 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. Contractor shall be bound by the proposal they submitted. Proposals may not be altered after submittal, except in response to the City's request for clarification. In addition, all aspects, conditions, and components of proposals submitted shall be valid for one year from the date of submission.

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, as a failure to do so may result in the immediate disqualification of the Proposal(s) submitted by Contractor. 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 may conduct reference checks on proposers that 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, AB 341, AB 1826, and SB 1383.

4.4 Proposal Submittal Process

Companies submitting proposals to the City shall follow the procedures described in this Section 4.4 and the procedures included in subsequent clarifications or addendums to this RFP, which are issued by the City or its consultant.

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

PROPOSERS MUST BE PRE-REGISTERED with the City's bidding system (<https://www.carlsbadca.gov/services/depts/finance/contracting/default.asp>) and possess a system-assigned Digital ID in order to submit an electronic proposal. After using the link above, all proposers will be able to register as a "new vendor" through the PlanetBids link on the City's website. 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 July 10, 2020 (provided that the party attended the mandatory pre-proposal meeting described in Section 4.4.3). Proposers that fail to register by the specified deadline shall be excluded from this RFP process.

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 by emailing a completed City of Carlsbad Code of Conduct for Procurement Process Potential Conflict of Interest, Attachment 8 to the following email address:

SustainableMaterialsManagement@CarlsbadCA.gov

4.4.2 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 or elected officials directly. Therefore, any questions, requests for clarification, or requests for additional information regarding this RFP must be submitted in writing via email to SustainableMaterialsManagement@CarlsbadCA.gov. Questions submitted on or before 3:00 p.m., June 30, 2020 will be addressed at the pre-proposal meeting. Proposers may submit additional questions on or before 5:00 p.m., July 10, 2020. The City will respond to all written questions and requests for clarifications submitted by proposers by July 30, 2020. Such response will be in writing and made available via the City's RFP Web Page, with notification to the RFP Distribution List.

4.4.3 Step Three – Mandatory Pre-Proposal Meeting

The mandatory pre-proposal meeting will be held at 1:00 p.m., on July 7, 2020. **Attendance at this meeting is mandatory and virtual attendance is possible.** 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 4.4.2) 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.

4.4.4 Step Four – Proposal Submittal

By submitting a proposal, all Proposers agree to, and certify under penalty of perjury, under the laws of the State of California, that the certification, forms, and affidavits submitted as part of this proposal are true and correct.

In order for a Proposal to be deemed complete, proposers must submit the following:

1. Six (6) bound double-sided copies of the complete proposal. Proposals must be printed on 8½ inch by 11 inch 100% post-consumer recycled content paper.
2. A flash drive, computer disk, or other generally accepted electronic storage device containing:
 - i. A PDF of the technical proposal;
 - ii. 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,
 - iii. A copy of the Draft Franchise Agreement in track-changes mode formatted for the PC version of Microsoft Word.
3. The complete Proposal packet (as identified in Section 4.4.4(2)), in an electronic format through the City of Carlsbad's electronic bidding (eBidding) site at City of Carlsbad - Contracting & Purchasing (*Note: You will find a link to PlanetBids*). **The system will not accept a proposal for which any required information is missing.**
 - i. The City's proposal/electronic bidding (eBidding) system will automatically track information submitted to the site including IP addresses. In addition, the City's bidding system will keep a history of every login instance including the time of login, and other information about the user's computer configuration. **Proposers who disable their browsers' cookies will not be able to log in and use the City's bidding system.**

- ii. **Important Note:** Submission of the electronic proposal into the system may not be instantaneous. Due to the speed and capabilities of the user's internet service provider (ISP), bandwidth, computer hardware and other variables, it may take time for the proposer's submission to upload and be received by the City's eBidding system. **It is the proposer's sole responsibility to ensure their proposals are received on time by the City's eBidding system.** The City of Carlsbad is not responsible for proposals that do not arrive by the Due Date and Time.

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

The package shall be clearly labeled:

PROPOSAL FOR CARLSBAD 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 Carlsbad
Attn: Environmental Manager, Public Works
1635 Faraday Ave
Carlsbad, CA 92008

All proposals must be received by 3:00 p.m. on September 10, 2020. **All proposals shall remain sealed until due date and time, and Proposals may be withdrawn by the proposer prior to but not after such time.** Proposals received after this time and date may be rejected. Postmarks will not be accepted as proof of receipt. Once the deadline is reached, no further submissions are accepted into the system.

Upon receipt by the City, proposals shall become public records subject to public disclosure. It is the responsibility of the Proposer to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the proposals (general references to sections of the California Public Records Act (PRA) will not suffice). If the Proposer does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Proposer agrees to hold the City harmless for any such release of this information.

Once the Due Date and Time has passed, proposers, the general public, and City staff are able to immediately see the results on line. City staff may then begin reviewing the submissions for responsiveness, compliance and other issues.

Each proposal must be accompanied by surety made payable to the City of Carlsbad 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.

4.4.5 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.

4.4.6 Step Four – Proposer Interviews & Negotiations

One or more proposers are likely to be invited to meet with City staff and its consultant in September 2020. 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.

4.4.7 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. 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 13. 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 13: Proposal Outline

- i. Title Page
- ii. Cover Letter
- iii. Table of Contents
- ES Executive Summary
- 1. Company Description
 - A. Business Structure
 - B. Collection Experience
 - C. Service Initiation Experience
 - D. Key Personnel
 - E. Labor Agreements and Wages
 - F. Past Performance Record
 - G. Financial Information
- 2. Technical Proposal for Base Proposal
 - A. Collection
 - B. Recyclable Materials Processing
 - C. Organic Materials Processing
 - D. Solid Waste Transfer (if proposed)
 - E. Bulky Item Collection
 - F. Multi-Family/Commercial Recycling Technical Assistance
 - G. Customer Service
 - H. Billing
 - I. Public Education and Outreach Plan
 - J. Implementation Plan
 - K. Other Required Plans
 - L. Subcontractors

- M. Existing Management and Customer Service Systems
 - N. Corporation Yard and Maintenance Facilities
3. Technical Proposal for Alternative Services
 - A. Mandatory 3-Stream Collection for All Sections (Required)
 - B. Processing Only (Optional)
 - C. 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
 - D. Statement of Compliance with the City of Carlsbad's Insurance Requirements
- 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 CWM.

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 (5) 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 any public agencies in the past five (5) years. This shall include any penalties, fee payments, settlements, or any other form of consideration related to the proposer's failure to achieve diversion requirements or any other stated performance standard of a contract with a public agency. For each payment, list the amount the company has paid, the name of the jurisdiction to which damages were paid, and the event(s) which triggered the damages. Identify what personnel and/or policy changes the company made in response to such incidents (e.g., terminated or reassigned employees involved, new process protocols, etc.).
3. Satisfactory performance in other agreements. Provide a list of all other agencies where similar franchise collection or processing services are performed by Contractor along with contact information for that agency's contract manager. The City reserves the right to conduct reference checks and satisfaction interviews with any current or past municipal agencies that proposer discloses or City determines the proposer has contracted with previously.

With regard to the items requested in this Section 5.4.6, proposers who operate in multiple states with independent management structures need only report such actions relative to the operations in California. 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 roll-off 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, battery, holiday tree, and any other non-routine collection operations required by the Draft Franchise Agreement. Proposers shall also identify how tonnage will be allocated between customer types (e.g. single-family, multi-family, commercial, etc.) in the event that multiple customer types are collected on a single route (e.g. 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 including a detailed description of the technology used and the operators' ongoing approach to adapting technology to evolving recycling streams; 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 Organic Materials Processing

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

1. Processing Site Information. Name and description of facilities where organic materials will be processed; 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/digestion 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 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 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 5.5.3. If an alternative transfer method is proposed, proposer shall describe the transfer methodology and any equipment required, regulatory approval needed, and other pertinent information.

5.5.5 Bulky Item Collection

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.

5.5.6 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 City currently bills most residential customers for solid waste services and it is the City's intent to transition that so that 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 the process for transitioning the billing responsibility from the City to the Contractor, including examples of prior transitions from municipal billing that Contractor has affected;
- 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 939 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. **SB 1383 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 SB 1383 including, at a minimum, the provision of collection services, education, outreach, monitoring, and reporting for all properties covered by the regulations. Proposers must describe their approach to performing customer education, outreach, contamination monitoring, recordkeeping, and reporting to comply with SB 1383 as part of their proposal.
2. **Litter Prevention/Abatement Plan.** A common concern among 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.

3. **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.
4. **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.

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 additional source separated materials; reduced collection frequencies; 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;
- 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 shall 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. City may end negotiations at any point, without notice, at their discretion. 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. SB 1383 Compliant Mandatory 3-Stream Collection for All Sectors (Required)
3. Cost proposals for Alternative Services (Required)
 - 3.1. Extra Cardboard Collection (Required)
 - 3.2. Single-Family Food Pails (Required)
 - 3.3. Multi-Family Move-in Kits (Required)
 - 3.4. Used Motor Oil & Filter + Used Cooking Oil Collection (Required)
 - 3.5. Provide Containers for City Illegal Dumping Clean-ups (Required)
 - 3.6. Bulk Compost and Mulch (Required)
 - 3.7. Compost Give-Aways (Required)
 - 3.8. Large Event & Venue Services (Required)
 - 3.9. Prohibited Container Contaminant Monitoring (Required)
 - 3.10. SB 1383 Compliant 4-Stream Collection (Required)
4. Cost proposal for innovative or cost saving options (Optional for either proposal);
5. Cost proposal for Organics Processing (Collection Services Proposal not Required).

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 July 1, 2022 through June 30, 2023. Capital costs on Form 4 shall be presented in current 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 Palomar Transfer Station shall be included in the cost proposal forms assuming a per-ton tipping fee of forty three dollars and 01/100 (\$ 43.01). Pursuant to Article 8 of the Draft Franchise Agreement, an adjustment shall be made to Contractor’s compensation if the actual Palomar Transfer Station tipping fee is different than the forty three dollars and 01/100 (\$43.01) per ton used for purposes of the proposal.
7. **Processing Costs.** Proposer shall specify the per-ton processing cost for recyclables, 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.

Processing Only Proposals. If proposer elects to submit a “Processing Only” proposal, as described in Section 3.2.2 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 roll-off costs on the cost proposal forms. Cost for bin-type compactors shall be included with bin costs on the cost proposal forms.
11. **Single-Family Billing Costs.** While it is City intent to transfer single-family billing to the collection Contractor, please provide the assumptions detailed on Form 12 of the base services forms. Note that in negotiating final fees, the City will request reimbursement of the share of the City's utility system fixed costs that will no longer be met through provision of City billing for solid waste services.
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. Under no circumstance shall the selected Contractor charge any ancillary service fees that have not been specifically identified in the submitted proposal(s) and approved by 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/SB 1383 Fee and Storm water Fee, 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 4. 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. 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 required, as well as 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.

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, Attachment 4.

5.10.3 Iran Contracting Act Certification

Each proposer shall complete and submit the Iran Contracting Act Certification, Attachment 6. The Iran Contracting Certification shall be signed by the designated representative authorized to bind the proposing company as documented on the Secretary's Certificate, Attachment 4.

5.10.4 Statement of Compliance with City of Carlsbad's Insurance Requirements

Each proposer shall complete and submit the Statement of Insurance Compliance form, Attachment 1. The Statement of Compliance with the City of Carlsbad's Insurance Requirements shall be signed by the designated representative authorized to bind the proposing company as documented on the Secretary's Certificate, Attachment 4.

5.10.5 City of Carlsbad Code of Conduct for Procurement Process

In accordance with Section 4.4.1, each Proposer must *Register for Correspondence, RFP, and Announcements* through the following website:

<https://www.carlsbadca.gov/services/depts/finance/contracting/default.asp>

Additionally, each Proposer must request to be added to the RFP Distribution list, by sending an email with a signed copy of City of Carlsbad Code of Conduct for Procurement Process Potential Conflict of Interest, Attachment 8, to:

SustainableMaterialsManagement@CarlsbadCA.gov

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 best 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.); performance under similar contracts with municipal agencies; 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.