

# West Valley Solid Waste Management Authority



## Request for Proposals for Organic Materials, Recyclable Materials, and Solid Waste Collection, and Recyclable Materials and Organic Materials Processing



May 9, 2022

*This document is formatted for double-sided printing*

**WEST VALLEY SOLID WASTE MANGEMENT AUTHORITY**  
**REQUEST FOR PROPOSALS FOR**  
**Organic Materials, Recyclable Materials, and Solid Waste Collection, and**  
**Recyclable Materials and Organic Materials Processing**

**Proposal Information:** The West Valley Solid Waste Management Authority (Authority) is requesting submittal of proposals for collection of organic materials, recyclable materials, and solid waste, processing of organic materials and recyclable materials, and provision of related programs and services. HF&H Consultants, LLC is managing the RFP process on behalf of the Authority.

**RFP Process:** Please follow the following steps to participate in the process:

1. **Register for Correspondence, RFP, and Announcements:** To be placed on the list of interested parties for this RFP process, email [WVSWMA-RFP@hfh-consultants.com](mailto:WVSWMA-RFP@hfh-consultants.com) and include a signed copy of the Authority RFP Process Communications Protocol, RFP Attachment G (one signed copy per proposing company/entity). You will be placed on the list of interested parties registered to receive future correspondence and announcements related to this RFP.
2. **Access to RFP Package:** Download the RFP package, related materials, and any later addenda from the following website: <http://www.hfh-consultants.com/hfh-clients/WVSWMA-RFP/>
3. **Key Proposal Process Dates:** See RFP Figure 1 for key RFP process dates.
4. **Proposer Questions and Authority Responses:** Proposers should submit all questions regarding this RFP in writing by email to [WVSWMA-RFP@hfh-consultants.com](mailto:WVSWMA-RFP@hfh-consultants.com) according to the deadlines provided in Figure 1. Do not seek to communicate with Authority or Member Agency staff or elected officials regarding the RFP package or RFP process. Proposer questions and Authority responses will be issued as addenda, without identifying the party submitting the question.
5. **Pre-Proposal Meeting:** All potential proposers should attend the mandatory pre-proposal meeting at the time and date specified in Figure 1. The Authority may hold the meeting virtually and/or in person. The Authority will update registered proposers via email with the meeting details, once confirmed. The Authority may, but is not obligated to, reject proposals received from proposers that do not attend the pre-proposal meeting.
6. **Receiving the RFP Addenda and Other Updates:** Registered proposers will receive email notification of the issuance of addenda, or of any other updates to the RFP Package. However, it is the sole responsibility of each proposer to ensure that they have downloaded all relevant documents, including addenda. Add the domain @hfh-consultants.com to your safe senders list in order to help ensure that you receive email related to the Authority's RFP process.
7. **Proposal Submittal:** All proposals shall be submitted in the format specified in Section 4.5.4 of the RFP, no later than 3:00 p.m. on the date specified in Figure 1.
8. **Compliance with Authority's Process Integrity 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 RFP Process Communications Protocol. Any party that violates the terms of the protocol may, at Authority's sole discretion, be disqualified at any time from further participation in the Authority's RFP process. Primary 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 RFP Process Communications Protocol Form to [WVSWMA-RFP@hfh-consultants.com](mailto:WVSWMA-RFP@hfh-consultants.com).

Please see Section 4.5 for more information regarding the proposal submittal process.

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## ATTACHMENTS

- A. Draft Franchise Agreement
  - 1. Draft Franchise Agreement
  - 2. Draft Franchise Exhibits
- B. Cost Proposal Forms
  - 1. Base Cost Proposal Forms
  - 2. Alternative Cost Proposal Forms – Street Sweeping
  - 3. Alternative Cost Proposal Forms – Other
- C. Customer Rates Effective July 1, 2022
- D. Secretary's Certificate
- E. Anti-Collusion Affidavit
- F. Iran Contracting Act Certification
- G. RFP Process Communications Protocol

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# SECTION 1: INTRODUCTION

## 1.1 Overview

The West Valley Solid Waste Management Authority (Authority) is comprised of the Cities of Campbell, Monte Sereno, and Saratoga; and, the Town of Los Gatos, referred to collectively as “Member Agencies.”

As of the start of 2022, the Authority service area included approximately twenty-nine thousand five hundred (29,500) single-family accounts, approximately five hundred (500) multi-family accounts, and approximately one thousand six hundred (1,600) commercial accounts.

The Authority is seeking proposals for a ten- (10) year period to provide collection of organic materials, recyclable materials, and solid waste from residents and businesses; and, processing of organic materials and recyclable materials. The new Franchise Agreement may be extended at the Authority’s sole option for up to an additional five (5) years. West Valley Collection and Recycling (WVC&R) provides collection services to the Authority through a Franchise Agreement that expires on February 28, 2024. The Authority is not soliciting proposals for residential organics processing or disposal (post-collection) services through this RFP.

Through this Request for Proposals (RFP), the Authority is looking for a service provider who will deliver high quality cost-effective service, maintain competitive rates, and support the Authority’s and Member Agencies’ regulatory compliance and environmental goals. This RFP introduction contains the following: the goals and objectives of the Authority; 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 A hereto.

## 1.2 Authority’s Goals and Objectives

The Authority is requesting proposals from companies that have demonstrated experience and success in providing organic materials, recyclable materials, and solid waste collection, and recyclable materials and organics processing services comparable to those described in this RFP, under a franchise agreement with a community comparable to or larger than the Authority service area. The Authority seeks proposals from entities that have demonstrated delivery of exemplary customer service to all residents, businesses, and contractors in the Authority, in a manner that is cost effective and supports landfill diversion.

The Authority’s goals and objectives for this procurement, and for future collection and processing services, are as follows:

- Provide exceptional, courteous, timely, responsive, and high-quality services to customers, with a customer-focused philosophy.
- Provide service to customers at reasonable rates that are effectively managed over the term of the new Franchise Agreement to minimize future rate increases.
- Engage a Contractor that is committed to being an active member of the community.



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- Ensure that the Authority and its residents and businesses achieve, and maintain 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.
- Expand and enhance the opportunities for residents and businesses in the Authority to divert materials from landfill disposal, with priority for the hierarchy of waste reduction, reuse, recycling, composting, transformation, and landfilling.
- Receipt of timely, actionable, and transparent data regarding collection and processing services.
- Minimize environmental impacts of collection operations.
- Engage a Contractor that cooperatively delivers service to customers and the Authority, and collaborates with the Authority and its Member Agencies to allow programs to evolve over time.
- Provide for contractual arrangements that can be easily and effectively managed by Authority and Member Agency staff and selected proposer.
- Ensure a fair and equitable Agreement for all parties.

## **1.3 RFP Overview**

WVC&R, a joint venture of Waste Connections of California, Inc. and GreenWaste Recovery, Inc., is nearing the end of a collection and processing franchise originally awarded by the Authority in 2004 and amended in March 2014. Under the current franchise agreement, WVC&R collects organic materials, recyclable materials, solid waste, and construction and demolition debris from residents, businesses, and construction sites. The franchise agreement term is scheduled to end on February 28, 2024. The Authority Board has directed staff to pursue a competitive Request for Proposals (RFP) process, with the goal of entering into a new collection services franchise agreement for a term of ten (10) years and one (1) month from March 1, 2024 through March 31, 2034. The new collection services franchise agreement would have the option for a five (5) year contract extension from April 1, 2034 through March 31, 2039. All solid waste and single-family organic materials collected under the new franchise must be delivered by direct haul to the Guadalupe Landfill in San Jose. Organic materials delivered to Guadalupe Landfill will be transferred to Altamont Covered Aerated Static Pile (CASP) Compost Facility.

This Request for Proposal (RFP) details the RFP process and highlights the specific services that proposers should address in their proposal. The package includes a Draft Franchise Agreement, cost proposal forms, and other relevant attachments. The procurement process involves soliciting and evaluating proposals, selecting the future Contractor, executing a contract with the selected Contractor, and establishing an implementation period leading to commencement of services on March 1, 2024. The Authority 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 A).

Through this RFP, the Authority 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.” Proposers also have the option to provide proposals for other innovative or cost saving proposals.

Requested services are summarized in Section 3 of this RFP.

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## 1.4 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 Authority, including current service arrangements.

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

**Section 4** provides information on the RFP Process, with more specific information on 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.

## 1.5 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 Sections 4 and 5. All questions regarding the RFP must be submitted in accordance with the guidelines specified in Section 4.

**Figure 1: RFP Schedule<sup>1</sup>**

ACTIVITY	COMPLETION DATE
Authority releases RFP for Collection and Processing Services	May 9, 2022
Deadline for submittal of written questions before the pre-proposal meeting	May 20, 2022
<b>Mandatory pre-proposal meeting (virtual)</b>	<b>May 25, 2022 10 a.m. – 10:30 a.m.</b>
Authority issues Addendum 1: summary of responses provided at the pre-proposal meeting	June 1, 2022
Deadline to submit additional written questions	June 8, 2022
Authority will issue Addendum 2: responses to additional written questions, and RFP addendum if necessary	June 22, 2022

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<sup>1</sup> Note that the Authority, at its sole discretion, may modify this process and/or schedule to best meet the needs of the Authority. The Authority may request, at its sole discretion, facility tours from Proposers as part of the interview process.

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ACTIVITY	COMPLETION DATE
Proposers submit proposals	August 10, 2022
Authority conducts preliminary evaluation, clarifies proposal questions	August – September 2022
Authority conducts interviews with one or more proposers	September 2022
Authority completes negotiations with one or more proposers	October – November 2022
Authority Board approves selected Contractor	February 2023
Selected Contractor begins providing service	March 1, 2024

## 1.6 Readily Available Background Information

Figure 2 contains a list of readily available sources that provide background information on the Authority. Additional background information is provided in Section 2 and in the RFP attachments.

**Figure 2: Readily Available Background Information**

Resource	Relevant Content	Location
RFP Website	<ul style="list-style-type: none"> <li>• Account and Service Level Data</li> <li>• Route Maps</li> <li>• Current Street sweeping schedules and maps</li> <li>• Current Wages</li> </ul>	<a href="http://www.hfh-consultants.com/hfh-clients/WVSWMA-RFP/">http://www.hfh-consultants.com/hfh-clients/WVSWMA-RFP/</a>
Authority Website	<ul style="list-style-type: none"> <li>• General information</li> <li>• Solid Waste &amp; Recycling Services</li> <li>• Current Franchise Agreement</li> <li>• Post-Collection Services Agreement</li> <li>• Current Rates</li> </ul>	<a href="https://www.wvswma.org/">https://www.wvswma.org/</a>
Member Agency Websites	<ul style="list-style-type: none"> <li>• Municipal Code</li> <li>• General Plan</li> <li>• Climate Action Plan</li> <li>• Sustainability Plan</li> </ul>	Campbell: <a href="https://www.ci.campbell.ca.us">https://www.ci.campbell.ca.us</a> Los Gatos: <a href="https://www.losgatosca.gov/">https://www.losgatosca.gov/</a> Monte Sereno: <a href="https://www.montesereno.org/">https://www.montesereno.org/</a> Saratoga: <a href="https://www.saratoga.ca.us/">https://www.saratoga.ca.us/</a>

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Resource	Relevant Content	Location
Coordinating Organizations	<ul style="list-style-type: none"><li>• Joint Ventures Silicon Valley</li><li>• Santa Clara County Recycling and Waste Reduction Commission (RWRC)</li></ul>	<a href="https://jointventure.org/">https://jointventure.org/</a> <a href="https://reducewaste.sccgov.org/rwr-commision">https://reducewaste.sccgov.org/rwr-commision</a>

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## **SECTION 2: BACKGROUND**

### **2.1 Summary of Current Services**

Pursuant to Chapter 6 of the City of Campbell's Municipal Code, Chapter 11 of the Town of Los Gatos' Municipal Code, Chapter 6 of the City of Monte Sereno's Municipal Code, and Chapter 7 of the City of Saratoga's Municipal Code, all occupied premises are required to have and pay for collection service for discarded materials through the Authority's franchised hauler. Under the existing collection agreement, WVC&R collects residential and commercial organic materials, recyclable materials, solid waste, and construction and demolition debris from customers within the Authority service area at rates calculated pursuant to the current franchise agreement. WVC&R provides collection services to Member Agency facilities at no charge to the Authority or its Member Agencies.

The Authority currently has a separate agreement with Waste Management of South Bay (WM) for disposal and processing (post-collection) services. Under the current post-collection agreement, WM processes residential organic materials at the Altamont Covered Aerated Static Pile Compost Facility and disposes of all solid waste at the Guadalupe Landfill. The selected proposer will be required to deliver all solid waste and all single-family organic materials collected under the new collection Agreement to the Guadalupe Landfill in San Jose, in accordance with the Authority's disposal and processing agreement with WM.

Currently, WVC&R is responsible for billing for all customers. Residential customers are billed on a quarterly basis during the second month of the billing period and commercial customers are billed monthly in advance or arrears.

WVC&R provides all customer service related to the current franchise. This includes all customer service call center, electronic, and web-based customer interactions. The Authority prefers that the selected proposer utilize a local customer service call center. If a proposer suggests a non-local call center, the Authority will want assurance the call center will still provide localized responses.

The selected proposer will be required to purchase new collection vehicles for use in providing services under this agreement. Portions of the Authority service area have narrow streets and alleys that can make collection difficult and may require use of smaller trucks.

The selected proposer will be required to provide new collection containers that comply with the color and labeling requirements of SB 1383 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.

Schools and federal facilities are not currently receiving service through the franchise but may still receive collection service from the franchised hauler. The Authority may, in the future, require the inclusion of one (1) or both as franchise services.

See Section 3.3 for a more detailed summary of the Authority's current organic materials, recyclable materials, and solid waste collection services provided to single-family, multi-family, and commercial customers, including a comparison to the requested services under the new Draft Franchise Agreement.

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## 2.2 Demographic Information

The Authority is comprised of the Cities of Campbell, Monte Sereno, and Saratoga, and the Town of Los Gatos, all located in Santa Clara County. The Authority’s 2020 population was approximately one hundred six thousand five hundred (106,500), with approximately forty-four thousand five hundred seventy (44,570) single and multi-family housing units. The tables below present a summary of the demographic and housing data provided by the CA Department of Finance.

**Figure 3a: Household Data\***

Member Agency	Single Homes	Two to Four Units	Five Plus	Mobile Homes
City of Campbell	10,622	2,036	5,221	316
City of Monte Sereno	1,362	10	19	0
City of Saratoga	10,266	393	652	0
Town of Los Gatos	9,941	1,230	2,438	64
<b>Total</b>	<b>32,191</b>	<b>3,669</b>	<b>8,330</b>	<b>380</b>

Source: CA Department of Finance Table E-5 City/County Population and Housing Estimates 1/1/2021.

\*Note: Numbers provided are estimates only.

**Figure 3b: Household Projections for Santa Clara County**

	2025	2030
Total Population	2,023,194	2,094,936
Household Population	1,990,643	2,061,182
Total Households	672,028	706,272

Source: CA Department of Finance Table P-4 Projected Households, Based on Baseline 2019 Population Projection Series, 6/12/2020.

For more information about each of the Member Agencies, please visit their respective websites listed in Section 1.6 above.

## 2.3 Current Tonnage, Container, and Account Data

Figures 4a and 4b, below, summarizes recent historical volumes of materials collected within the Authority service area for 2019 through 2021, as reported by WVC&R. Figure 5a, below, summarizes customer account data as reported by WVC&R. Figure 5b shows the total number of carts and Figure 5c shows the number of bins separated by container size, material type, and customer sector.

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**Figure 4a: Annual Materials Collected by Sector**  
(Source: WVC&R Reports to Authority)

	2019	2020	2021
<b>Recyclable Materials (tons)</b>			
Single-Family	13,946	13,946	12,640
Multi-Family / Commercial Total	6,039	5,869	6,687
Roll-Off	3,149	2,257	1,549
<b>Organic Materials (tons)</b>			
Single-Family	23,508	21,508	22,306
Multi-Family / Commercial Total	1,808	1,807	1,845
Roll-Off	1,056	488	616
<b>Solid Waste (tons)</b>			
Single-Family	23,842	22,842	23,374
Multi-Family / Commercial Total	21,823	27,823	22,991
Roll-Off	12,319	8,682	9,109
<b>Residue (Tons)</b>			
Single-Family	1,323	2,393	1,306
<b>Total (Tons)</b>			
Single-Family	62,619	60,690	59,625
Multi-Family / Commercial Total	29,670	35,499	31,523
Roll-Off	16,523	11,427	11,275
<b>Total</b>	<b>108,812</b>	<b>107,616</b>	<b>102,424</b>

**Figure 4b: Annual Materials Collected by Facility**  
(Source: WVC&R Reports to Authority)

	2019	2020	2021
<b>Recyclable Materials (tons)</b>			
GreenWaste Recovery	21,405	20,085	19,327
Guadalupe Landfill	3,149	2,257	1,549
<b>Organic Materials (tons)</b>			
Guadalupe Landfill	24,430	23,997	22,922
Z-Best Composting Facility	2,577	1,808	1,845
<b>Solid Waste (tons)</b>			
Guadalupe Landfill	60,115	54,347	55,475
<b>Total (Tons)</b>			
GreenWaste Recovery	21,405	20,085	19,327
Guadalupe Landfill	87,694	80,601	79,946
Z-Best Composting Facility	2,577	1,808	1,845
<b>Total</b>	<b>111,676</b>	<b>102,494</b>	<b>101,118</b>

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**Figure 5: Cart and Bin Accounts**  
*(Source: WVC&R Reports to Authority)*

Capacity	Single-Family	Multi-Family / Commercial Total
<b>Carts</b>		
20 Gallons	1,922	0
35 Gallons	22,411	477
65 Gallons	3,992	0
95 Gallons	1,140	0
<b>Bins</b>		
1.5 Yards	0	565
2 Yards	0	395
3 Yards	0	571
4 Yards	0	83
6 Yards	0	80
<b>Total</b>		
Carts	29,465	477
Bins	0	1,694
<b>Total</b>	<b>29,465</b>	<b>2,171</b>

**Figure 6a: Number of Carts by Capacity and Material Type**  
*(Source: WVC&R Reports to Authority)*

	20 Gallons	35 Gallons	65 Gallons	95 Gallons	Total
<b>Solid Waste</b>					
Single-Family	1,861	21,890	4,036	1,147	<b>28,934</b>
Multi-Family / Commercial Total	0	112	62	309	<b>483</b>
<b>Recyclable Materials</b>					
Single-Family	0	1,627	2,163	25,054	<b>28,844</b>
Multi-Family / Commercial Total	0	10	7	1,542	<b>1,559</b>
<b>Organic Materials</b>					
Single-Family	0	516	526	28,054	<b>29,096</b>
Multi-Family / Commercial Total	0	0	415	0	<b>415</b>
<b>Total</b>					
Single-Family	1,861	24,033	6,725	54,255	<b>86,874</b>
Multi-Family / Commercial Total	0	122	484	1,851	<b>2,457</b>
<b>Total</b>	<b>1,861</b>	<b>24,155</b>	<b>7,209</b>	<b>56,106</b>	<b>89,331</b>

**Figure 6b: Number of Bins by Customer and Material Type**  
*(Source: WVC&R Reports to Authority)*

	1 Yard	1.5 Yards	2 Yards	3 Yards	4 Yards	6 Yards	8 Yards	Total
<b>Solid Waste</b>								
Multi-Family / Commercial Total	0	567	393	568	76	72	0	<b>1,676</b>
<b>Recyclable Materials</b>								
Multi-Family / Commercial Total	14	225	232	389	82	49	3	<b>994</b>
<b>Organic Materials</b>								
Multi-Family / Commercial Total	0	188	30	46	0	0	0	<b>264</b>
<b>Total</b>								
Multi-Family / Commercial Total	<b>14</b>	<b>980</b>	<b>655</b>	<b>1,003</b>	<b>158</b>	<b>121</b>	<b>3</b>	<b>2,934</b>



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## 2.4 Historical Operating Information

Figure 7 below summarizes information on the number and type of collection vehicles currently utilized by WVC&R.

**Figure 7: Inventory of Regular and Spare Collection Vehicles**  
(Source: WVC&R Reports to City)

Sector	Collection Vehicles
Residential	24
Commercial	10
Drop Box	4
<b>Total Vehicles</b>	<b>39</b>

## 2.5 Current Rate Revenues

Figure 8a below provides the annual rate revenues including franchise and other fees resulting from the most recent three (3) years of the current franchise agreement. WVC&R pays each Member Agency a nineteen percent (19%) Franchise fee on gross revenues collected, including the Refuse Vehicle Road Impact reimbursement described in Figure 8b and excluding all other reimbursements described in Figure 8b. The collection rates have many components but not all components are included in the franchise fee. Franchise fees are paid on the following rate components: collection, disposal/processing, SB 1383 programs, and road vehicle impact charges. Figure 8b below provides the other fees from the most recent three (3) years by Member Agency.

**Figure 8a: Annual Rate Revenues including Fees**  
(Source: WVC&R Reports to Authority)

Sector	FY 2018-2019	FY 2019-2020	FY 2020-2021*
Residential	\$12,594,060	\$13,090,897	\$14,931,184
Commercial	\$11,575,260	\$11,460,854	\$11,811,033
Drop Boxes	\$2,954,139	\$2,689,200	\$2,549,622
<b>Total Rate Revenue</b>	<b>\$27,123,459</b>	<b>\$27,240,951</b>	<b>\$29,291,839</b>

\*Note: This excludes subsequent rate adjustments for SB 1383 and the July 1, 2022 rate adjustment from a cost-based review in accordance with the current franchise agreement.

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**Figure 8b: Annual Member Agency Reimbursements  
(Source: Authority Reports)\***

	2018-2019	2019-2020	2020-2021	2021-2022
<b>Campbell</b>				
Street Maintenance	\$248,905	\$268,905	\$278,905	\$278,905
Household Hazardous Waste	\$26,104	\$26,104	\$26,104	\$45,525
Authority Administrative	\$103,524	\$78,075	\$153,750	\$214,718
Refuse Vehicle Road Impact	\$477,600	\$477,600	\$477,600	\$477,600
<b>Total</b>	<b>\$856,133</b>	<b>\$850,685</b>	<b>\$936,359</b>	<b>\$1,016,748</b>
<b>Los Gatos</b>				
Street Maintenance	\$412,230	\$430,780	\$430,780	\$439,395
Household Hazardous Waste	\$57,896	\$57,896	\$57,896	\$66,018
Authority Administrative	\$84,920	\$65,985	\$120,441	\$236,180
Refuse Vehicle Road Impact	\$493,429	\$619,553	\$745,676	\$871,800
<b>Total</b>	<b>\$1,048,475</b>	<b>\$1,174,215</b>	<b>\$1,354,793</b>	<b>\$1,613,393</b>
<b>Monte Sereno</b>				
Street Maintenance	\$0	\$0	\$0	\$0
Household Hazardous Waste	\$11,285	\$11,285	\$11,285	\$11,138
Authority Administrative	\$5,707	\$3,629	\$10,287	\$12,027
Refuse Vehicle Road Impact	\$0	\$0	\$0	\$0
<b>Total</b>	<b>\$16,992</b>	<b>\$14,914</b>	<b>\$21,572</b>	<b>\$23,165</b>
<b>Saratoga</b>				
Street Maintenance	\$100,000	\$100,000	\$100,000	\$100,000
Household Hazardous Waste	\$42,276	\$42,276	\$42,276	\$45,244
Authority Administrative	\$49,835	\$31,424	\$85,316	\$103,842
Refuse Vehicle Road Impact	\$351,300	\$351,300	\$351,300	\$420,951
<b>Total</b>	<b>\$543,411</b>	<b>\$524,999</b>	<b>\$578,892</b>	<b>\$670,037</b>
<b>Total</b>				
Street Maintenance	\$761,135	\$799,685	\$809,685	\$818,300
Household Hazardous Waste	\$137,561	\$137,562	\$137,561	\$167,925
Authority Administrative	\$243,986	\$179,113	\$369,794	\$566,767
Refuse Vehicle Road Impact	\$1,322,329	\$1,448,453	\$1,574,576	\$1,770,351
<b>Total</b>	<b>\$2,465,011</b>	<b>\$2,564,813</b>	<b>\$2,891,616</b>	<b>\$3,323,343</b>

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## **SECTION 3: SCOPE OF SERVICES**

### **3.1 Overview**

Section 3 describes the Authority's services to be provided under the Draft Franchise Agreement.

Proposers must submit a "Base Proposal" and an "Alternative Proposal." The technical and cost proposals for the Alternative Proposals will be evaluated and used by the Authority 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 3.3 and 3.4, respectively.

The Draft Franchise Agreement presents all of the contract terms and conditions including a complete description of the collection services and programs requested, as well as addressing Contractor's compensation and rate-setting methods, dispute resolution, indemnification, insurance, performance assurances, default and remedy provisions, termination rights, performance standards and consequences for non-compliance, reporting obligations, and other provisions.

Section 3 provides summary information but is in no way intended to substitute for a careful review of the service requirements as specified in the Draft Franchise Agreement. To the extent there are any differences in how services are summarized in this RFP and the specific requirements of the Draft Franchise Agreement, the terms and conditions in the Draft Franchise Agreement shall prevail.

### **3.2 Key Authority Priorities**

The following are key areas of Authority priority for provision of future collection services.

#### **3.2.1 Service Transition**

Proposers must address how, as applicable, they will ensure a smooth and successful transition of service, including, but not limited to, customer communication, billing transition, coordination of old container removal, maintenance and relabeling of existing containers (as applicable), and new container assembly and delivery.

#### **Customer Service**

Customer service is the Authority's top priority. The Authority, and its residents and businesses, expect provision of a high level of customer service. Proposers should address how they will provide high-quality service in responding to traditional customer service requests such as missed or incomplete collection complaints. The Authority expects that high quality service be provided to its residents and businesses in a cost-effective manner.

#### **SB 1383 Compliance**

The SB 1383 regulations require that jurisdictions implement a range of programs including, but not limited to, mandatory collection of organic materials, recyclable materials, and solid waste, processing facility standards, contamination monitoring, education and outreach, recordkeeping, reporting, compliance monitoring and inspections, development of food recovery programs, and generator

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enforcement. The Authority intends to delegate many of the ongoing SB 1383 activities to the selected proposer through this RFP process. The Authority and its Member Agencies delegate certain activities to Santa Clara County Recycling and Waste Reduction Commission (RWRC) and Joint Ventures of Silicon Valley (JCSV), particularly those related to edible food recovery. The selected proposer will need to actively coordinate and collaborate with the Authority, its Member Agencies, RWRC, JCVSV, and other Authority designees providing services related to SB 1383.

## Public Education, Outreach, and Technical Assistance

Proposers must demonstrate how they will successfully meet both the letter and the spirit of the public education, outreach, and technical assistance provisions contained in the Draft Franchise Agreement. Proposers must provide technical assistance using their own staff and/or subcontractors and should provide a scope of work that clearly defines the tasks to be undertaken, management and conduct of the tasks, and coordination with subcontractor staff, as applicable.

## Diversion and Contamination

The selected Contractor will need to work aggressively to maximize diversion of collected materials while minimizing contamination of each stream. The Draft Franchise Agreement provides a minimum diversion level to ensure that diversion rates do not decline, as well as a future diversion rate table for proposers to complete. “Diversion” is measured as the ratio of collected organic materials and recyclable materials to the sum of collected organic materials, recyclable materials, and solid waste. The Authority is also interested in receiving proposer ideas for effective and relatively simple ways to track and assess Contractor performance in ensuring the quality of material set-outs.

## 3.3 Scope of Services for Base Proposal

The selected proposer shall have the exclusive right to collect residential and commercial organic materials, recyclable materials, and solid waste, subject to the limitations described in Section 1.2 of the Draft Franchise Agreement. Under the terms of the Draft Franchise Agreement, the selected Contractor will be required to transport and deliver all solid waste and single-family residential organic materials to the Guadalupe Landfill. The selected Contractor shall be responsible for processing all recyclable materials and commercial and multi-family organic materials.

Figures 9 through 12 below summarize current base services for single-family, multi-family, and commercial customers, and other services, and identify the requested changes in base services. Proposal development should rely on review of the Draft Franchise Agreement for full details on service requirements.

**Figure 9: Single-Family Collection Base Services**

Service	Current SFD Service	Requested SFD Base Services
<b>Recyclable Materials</b>	<ul style="list-style-type: none"> <li>• Weekly, curbside collection</li> <li>• Containers provided by Contractor</li> <li>• Carts (20-, 35-, 65-, and 95-gallon)</li> <li>• Extra cardboard collection: Bundled cardboard collected next to container (amount that could fit in container)</li> </ul>	<ul style="list-style-type: none"> <li>• Same base service, with the exception of the modifications noted below</li> <li>• <i>Collections missed on Fridays to be picked up Saturdays as described in Draft Agreement</i></li> </ul>

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Service	Current SFD Service	Requested SFD Base Services
<b>Organic Materials</b>	<ul style="list-style-type: none"> <li>• Weekly, curbside collection</li> <li>• Containers provided by Contractor</li> <li>• Carts (35-, 65-, 95- gallon)</li> <li>• Green body with green lid</li> <li>• Up to three 95-gallon carts provided at no additional charge</li> <li>• Kitchen pail replacements available upon request, once per year, at no charge</li> <li>• Compostable plastic bags allowed</li> <li>• Curbside holiday tree collection, at no cost. Trees must fit in the cart or be cut I lengths of five feet or less next to the container</li> </ul>	<ul style="list-style-type: none"> <li>• Same base service, with the exception of the additions or modifications noted below</li> <li>• <i>Provide a 20-gallon cart option</i></li> <li>• <i>Provide kitchen pails to new service accounts.</i></li> <li>• <i>Provide curbside holiday tree coordination and coordinate curbside holiday tree collection with local community groups who do fundraising and provide a 24-hour on-call pick-up service for holiday trees during the holiday tree collection period.</i></li> <li>• <i>Permit bundled/tied yard trimmings collection next to container</i></li> <li>• <i>Collections missed on Fridays to be picked up Saturdays as described in Draft Agreement</i></li> </ul>
<b>Solid Waste</b>	<ul style="list-style-type: none"> <li>• Weekly, curbside collection</li> <li>• Containers provided by Contractor</li> <li>• Carts (20-, 35-, 65-, or 95- gallon)</li> </ul>	<ul style="list-style-type: none"> <li>• Same base service, with the exception of the modifications noted below</li> <li>• <i>Collections missed on Fridays to be picked up Saturdays as described in Draft Agreement</i></li> </ul>
<b>Backyard or Sideyard</b>	<ul style="list-style-type: none"> <li>• Provided to physically handicapped at no additional cost</li> </ul>	<ul style="list-style-type: none"> <li>• Same base service</li> </ul>
<b>Household Hazardous Waste (HHW) and Used Motor Oil</b>	<ul style="list-style-type: none"> <li>• Curbside household batteries collected in customer provided clear plastic bags placed on top of recyclable materials cart</li> <li>• E-waste, universal waste, oil, and paint are dropped off by customers at a permanent collection site during pre-scheduled times determined by the customer</li> </ul>	<ul style="list-style-type: none"> <li>• Same base service, with the exception of the additions or modifications noted below</li> <li>• <i>Curbside household batteries collected in Contractor provided fluorescent bags placed on top of solid waste cart</i></li> <li>• <i>Permanent collection site for e-waste, universal waste, oil, paint, batteries, and fluorescent lights should be at a location within a 15-mile radius of any customer's premises in the Authority service area</i></li> </ul>
<b>Bulky Item Collection</b>	<ul style="list-style-type: none"> <li>• One Contractor-scheduled annual curbside clean-up event per single-family customer. Los Gatos customers receive two scheduled annual curbside clean-ups</li> </ul>	<ul style="list-style-type: none"> <li>• Same base service, with the exception of the additions or modifications noted below:</li> <li>• <i>In lieu of scheduled annual curbside clean-up events, provide on-call curbside clean-up event, as scheduled by customer, up to 3 times per calendar year at no charge</i></li> </ul>

*Italics* denote changes to existing services.

Alternative services are not described in this table; refer to Section 3.4.

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**Figure 10: Multi-Family Collection Base Services**

Service	Current MFD Service	Requested MFD Base Services
<b>Recyclable Materials</b>	<ul style="list-style-type: none"> <li>• Minimum weekly collection</li> <li>• Containers provided by Contractor</li> <li>• Individual or centralized cart and bin service</li> <li>• No less than 20 gallons for per unit</li> <li>• Carts (95-gallons)</li> <li>• Bins (1-6 cubic yards)</li> <li>• Collection at location agreed upon by Contractor and customer</li> </ul>	<ul style="list-style-type: none"> <li>• Same base service, with the exception of additions or modifications noted below</li> <li>• <i>Collection 1 to 5 days/week, as scheduled by customer</i></li> <li>• <i>Collections missed on Fridays to be picked up Saturdays as described in Draft Agreement</i></li> </ul>
<b>Organic Materials</b>	<ul style="list-style-type: none"> <li>• Minimum weekly collection</li> <li>• Containers provided by Contractor</li> <li>• Individual or centralized cart and bin service</li> <li>• Carts (95-gallons)</li> <li>• Bins (1-6 cubic yards)</li> <li>• Up to three 95-gallon carts provided at no additional charge</li> <li>• Kitchen pail replacements available upon request, once per year, at no charge</li> <li>• Clear plastic and compostable plastic bags accepted</li> <li>• Curbside holiday tree collection, at no cost. Trees must fit in the container or be cut 1 lengths of five feet or less next to the container.</li> </ul>	<ul style="list-style-type: none"> <li>• Same base service, with the exception of additions or modifications noted below</li> <li>• <i>Collection 1 to 5 days/week, as scheduled by customer</i></li> <li>• <i>Collections missed on Fridays to be picked up Saturdays as described in Draft Agreement</i></li> <li>• <i>Provide 20-, 30-, and 60- gallon cart options.</i></li> <li>• <i>Provide kitchen pails to new service accounts.</i></li> <li>• <i>Provide curbside holiday tree coordination and coordinate curbside holiday tree collection with local community groups and provide pick-up service for holiday trees during the holiday tree collection period</i></li> </ul>
<b>Solid Waste</b>	<ul style="list-style-type: none"> <li>• Minimum weekly collection</li> <li>• Containers provided by Contractor</li> <li>• Centralized bin or cart service</li> <li>• Carts (35-, 65-, 95-gallons)</li> <li>• Bins (1-6 cubic yards)</li> <li>• Drop boxes/Compactors (8-40 cubic yards)</li> </ul>	<ul style="list-style-type: none"> <li>• Same base service, with the exception of additions or modifications noted below</li> <li>• <i>Billed per dwelling unit rather than volume</i></li> <li>• <i>Collections missed on Fridays to be picked up Saturdays as described in Draft Agreement</i></li> </ul>

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Service	Current MFD Service	Requested MFD Base Services
<b>Household Hazardous Waste (HHW) and Used Motor Oil</b>	<ul style="list-style-type: none"> <li>• Curbside household batteries collected in customer provided clear plastic bags placed on top of recyclable materials cart</li> <li>• E-waste, universal waste, oil, and paint are dropped off by customers at a permanent collection site during pre-scheduled times determined by the customer</li> </ul>	<ul style="list-style-type: none"> <li>• Same base service, with the exception of additions or modifications noted below</li> <li>• <i>Small MFD's: Curbside household batteries collected in Contractor provided fluorescent bags placed on top of solid waste cart</i></li> <li>• <i>Large MFD's: Household batteries collected from on-site property manager in battery bucket</i></li> <li>• <i>Household battery collection bucket to be placed in the property management office for household battery collection at large multi-family complexes.</i></li> <li>• <i>Permanent collection site for e-waste, universal waste, oil, paint, batteries, and fluorescent lights should be at a location within a 15-mile radius of any location within the Authority service area</i></li> </ul>
<b>Bulky Item Collection</b>	<ul style="list-style-type: none"> <li>• N/A</li> </ul>	<ul style="list-style-type: none"> <li>• <i>On-call curbside clean-up event, as scheduled by tenant, up to 1 time per calendar year per MFD unit at no charge</i></li> </ul>

*Italics denote changes to existing services.*

Alternative services are not described in this table; refer to Section 3.4.

**Figure 11: Commercial Collection Base Services**

Service	Current Commercial Service	Requested Commercial Base Services
<b>Recyclable Materials</b>	<ul style="list-style-type: none"> <li>• Minimum weekly collection; Monday through Friday</li> <li>• Containers provided by Contractor</li> <li>• Individual cart or bin service or centralized cart or bin service</li> <li>• Carts (95-gallons)</li> <li>• Bins (1-6 cubic yards)</li> <li>• Drop boxes/compactors (8-40 cubic yards) <ul style="list-style-type: none"> <li>• Option for drop boxes and compactors to be purchased or leased</li> </ul> </li> <li>• No less than 20 gallons per unit</li> </ul>	<ul style="list-style-type: none"> <li>• Same base service, with the exception of the additions or modifications noted below</li> <li>• <i>In lieu of minimum weekly collection Monday – Friday, collection 1 to 6 days/week, Monday – Saturday, as scheduled by customer</i> <ul style="list-style-type: none"> <li>• <i>Commercial customers within 200 feet of single family or multi-family customers shall between 8 a.m. and 4 p.m.</i></li> </ul> </li> <li>• <i>Provide 35-, 65-, and 95-gallon cart options</i> <i>Provide 1-8 cubic yard bin options</i></li> </ul>

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Service	Current Commercial Service	Requested Commercial Base Services
<b>Organic Materials</b>	<ul style="list-style-type: none"> <li>• Minimum weekly collection, Monday through Friday</li> <li>• Containers provided by the Contractor</li> <li>• Carts (95-gallon)</li> <li>• Bins (1-6 cubic yards)</li> <li>• No less than 20 gallons per unit</li> <li>• Clear plastic and compostable plastic bags allowed</li> <li>• Location agreed upon by customer and Contractor</li> </ul>	<ul style="list-style-type: none"> <li>• Same base service, with the exception of the additions or modifications noted below</li> <li>• <i>Provide 30- and 60- gallon cart options</i></li> <li>• <i>In lieu of minimum weekly collection Monday – Friday, collection 1 to 6 days/week, Monday – Saturday, as scheduled by customer</i> <ul style="list-style-type: none"> <li>• <i>Commercial customers within 200 feet of single family or multi-family customers shall between 8 a.m. and 4 p.m.</i></li> </ul> </li> </ul>
<b>Solid Waste</b>	<ul style="list-style-type: none"> <li>• Minimum weekly collection, Monday through Saturday</li> <li>• Containers provided by the Contractor</li> <li>• Carts (35-, 65-, 95- gallon)</li> <li>• Bins (1-6 cubic yards)</li> <li>• Drop boxes/compactors (8-40 cubic yards)</li> <li>• Cart colors: carts have brown body brown lid; at the end of the cart’s useful life, replacement carts have black body and black lid</li> <li>• Bin colors: green body and black lid</li> </ul>	<ul style="list-style-type: none"> <li>• <i>Same base service, with the exception of the additions or modifications noted below</i></li> <li>• <i>In lieu of minimum weekly collection Monday – Friday, collection 1 to 6 days/week, Monday – Saturday, as scheduled by customer</i> <ul style="list-style-type: none"> <li>• <i>Commercial customers within 200 feet of single family or multi-family customers shall be serviced between 8 a.m. and 4 p.m.</i></li> </ul> </li> <li>• <i>Provide 1-8 cubic yard bin options</i></li> </ul>

*Italics* denote changes to existing services.

Alternative services are not described in this table; refer to Section 3.4.



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**Figure 12: Other Base Services**

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Service	Current Service	Requested Services
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<p><b>Public Education, Outreach, and Technical Assistance</b></p>	<ul style="list-style-type: none"> <li>• Two full time coordinators</li> <li>• Conduct site visits for multi-family and commercial customers on a schedule approved by Authority or upon customer request</li> <li>• Host at least four technical assistance workshops per year focused on SB 1383 regulations</li> <li>• Attend at least four Authority or Member Agency-held events per calendar year with at least one staff member available</li> <li>• Educational media including, but not limited to quarterly newsletters, 'how-to' brochures, ads in newspapers, and mailers</li> <li>• Direct contact with schools, homeowner associations, and property managers</li> <li>• Printed in English</li> <li>• All materials approved by Authority</li> <li>• Website service info reviewed once per quarter or more frequently as directed by Authority</li> <li>• Authority may require Company to post info about other Authority/Member Agency programs</li> <li>• School education programs: working through the local schools and libraries, using creative strategies such as drawing and essay contests</li> <li>• Commercial sector: increase traditional Recycling Diversion by targeting each Member Agency's largest producers and downtown areas, making site visits, meeting with managers and/or contacting owners to offer free site assessments</li> <li>• SB 1383 edible food recovery required distributions</li> </ul>	<ul style="list-style-type: none"> <li>• <i>Flexible annual public education plan based on dedicated budget of \$150,000 per year</i></li> <li>• <i>Educational media shall include, but not be limited, to quarterly newsletters, 'how-to' brochures, ads in newspapers, mailers, direct contact, and social media platforms</i></li> <li>• <i>Allocated Contractor staff for monitoring social medial platforms and responding to direct messages and/or comments that are of a customer service nature</i></li> <li>• <i>Printed in English and up to three additional languages as directed by Authority</i></li> <li>• <i>On-call curbside clean-up promoted through instructional and promotional material.</i></li> <li>• <i>Authority has right to promote events and programs on vehicle signs at no charge to Authority.</i></li> <li>• <i>Mail all printed educational material to the Authority and Member Agency Public Works Departments.</i></li> <li>• <i>Additional education and outreach content required to comply with SB 1383 (See Exhibit C of the Draft Franchise Agreement for full details)</i></li> </ul>
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Service	Current Service	Requested Services
<b>C&amp;D</b>	<ul style="list-style-type: none"> <li>• Collection from residential and commercial customers and directly delivered to Guadalupe Landfill, or an alternative approved facility Contractor and customer mutually agree upon in order to achieve higher levels of diversion</li> </ul>	<ul style="list-style-type: none"> <li>• Same base service</li> <li>• <i>Note: Processing of C&amp;D at alternative facility is part of the scope of alternative services described in Section 3.4 of this RFP</i></li> </ul>
<b>Disposal and Processing</b>	<ul style="list-style-type: none"> <li>• Recyclable materials are delivered to GreenWaste Recovery</li> <li>• Single family organic materials are delivered to Guadalupe Landfill and then transferred to Altamont CASP</li> <li>• Multi-family and Commercial organic materials are delivered to ZWED</li> <li>• Solid waste is delivered to Guadalupe Landfill</li> </ul>	<ul style="list-style-type: none"> <li>• Contractor shall propose a recyclable materials processing facility</li> <li>• Contractor shall propose an organic materials processing facility for multi-family and commercial organics</li> </ul>

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Service	Current Service	Requested Services
<p><b>Collection and Container Standards</b></p>	<ul style="list-style-type: none"> <li>• Contractor to provide all carts, bins, drop boxes and compactors to customers that are compatible with automated equipment</li> <li>• Cart colors:               <ul style="list-style-type: none"> <li>• Recyclables: Blue body and lid</li> <li>• Organic Materials: Green body and lid</li> <li>• Solid Waste: Brown body and lid OR black body and lid</li> </ul> </li> <li>• Bin colors:               <ul style="list-style-type: none"> <li>• Recyclables: White with black lid OR white with blue lid</li> <li>• Organic Materials: green with bright green lid</li> <li>• Solid Waste: green with black lid</li> </ul> </li> <li>• Authority has the option to maintain ownership of all Carts at the end of the Agreement.</li> <li>• with neatly and uniformly painted surfaces</li> <li>• All containers issued after January 1, 2022 must have SB 1383-compliant colors and labeling using label or imprint methods</li> </ul>	<ul style="list-style-type: none"> <li>• Same base service, with the exception of additions or changes noted below</li> <li>• <i>Use of SB 1383 qualified Renewable Natural Gas (RNG) for collection vehicles to assist the Authority and its Member Agencies in complying with SB 1383 requirements for recovered organic product procurement</i></li> <li>• <i>Contractor can use existing carts under an attrition model. At the end of the cart's useful life or before the end of year 5 of the contract, replace existing carts with carts that are SB 1383 color compliant</i></li> <li>• <i>Replace all bins and drop boxes at the start of the contract term</i></li> <li>• <i>Cart and bin colors:</i> <ul style="list-style-type: none"> <li>• <i>Recyclables: blue body and lid</i></li> <li>• <i>Organic Materials: green body and lid</i></li> <li>• <i>Solid Waste: gray/black body and lid</i></li> </ul> </li> <li>• Authority has the option to maintain ownership of all Containers at the end of the Agreement.</li> <li>• <i>Provide locked container service on request</i></li> <li>• <i>Covered sliding container tops for drop boxes available to customers on request for fee</i></li> </ul>
<p><b>Review of Waivers</b></p>	<ul style="list-style-type: none"> <li>• Contractor reviews de minimis and physical space constraint waivers for multi-family and commercial generators and provides recommendation to Authority/applicable Member Agency</li> <li>• Contractor provides documentation to the Authority/applicable Member Agency demonstrating that the generator has met the waiver conditions</li> </ul>	<ul style="list-style-type: none"> <li>• Same base services</li> </ul>

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Service	Current Service	Requested Services
<b>Compliance and Monitoring</b>	<ul style="list-style-type: none"> <li>Contamination monitoring route reviews conducted by Contractor</li> <li>Route review methodology approved by Authority</li> </ul>	<ul style="list-style-type: none"> <li>Same base services</li> </ul>
<b>Reporting</b>	<ul style="list-style-type: none"> <li>Report formats mutually agreed upon by Authority and Contractor</li> <li>Monthly, quarterly, and annual reports required</li> <li>Event-specific reporting</li> <li>Billing and complaint reports</li> </ul>	<ul style="list-style-type: none"> <li>Same base services, <i>with the exception of additions or changes noted below</i></li> <li><i>Reports must be compatible with Authority-designated web-based third party reporting platform</i></li> </ul>
<b>Public Litter Containers</b>	<ul style="list-style-type: none"> <li>Minimum weekly collection</li> <li>Containers provided and maintained by Member Agency</li> <li>Services provided at no charge to Member Agency</li> </ul>	<ul style="list-style-type: none"> <li>Same base service</li> <li>Note: Weekend public litter container service is part of the scope of alternative services described in Section 3.4 of this RFP</li> </ul>
<b>Services for Member Agency Facilities</b>	<ul style="list-style-type: none"> <li>Containers are collected Monday through Friday, or on Saturdays following non-working holidays</li> <li>Bin and drop box collection is scheduled at a time agreed upon by the Contractor and respective Member Agency</li> <li>Solid waste, recyclable materials, and organic materials collected from public facilities, as a result of routine and customary municipal operations and Member Agency-sponsored events</li> </ul>	<ul style="list-style-type: none"> <li>Same base service</li> <li>Note: Large Event and Venue Services is part of scope of alternative services, described in Section 3.4.5 of this RFP</li> </ul>
<b>Billing</b>	<ul style="list-style-type: none"> <li>Contractor bills customers rates approved by Authority</li> <li>Residential – quarterly during second month of billing period</li> <li>Commercial – monthly advance or arrears</li> <li>Contractor conducts annual review of customer billings</li> <li>Contractor may terminate collection after 60 days past due from the last day of the billing period and 30 days written notice</li> </ul>	<ul style="list-style-type: none"> <li>Same base service, with the exception of additions or changes below</li> <li><i>Service termination may be initiated by Contractor; must follow bad debt process defined in Draft Franchise Agreement</i></li> <li><i>During each billing cycle, send example bill to Authority address</i></li> <li><i>Upon Authority request, provide read-only access to billing information</i></li> </ul>

*Italics denote changes to existing services.*

Alternative services are not described in this table; refer to Section 3.4.

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## **3.4 Scope of Alternative Services**

The Authority 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 separately and present its approach to providing the service, and incremental costs (or savings) as noted.

In addition, the Authority 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 such services, at the proposer's option.

Each alternative service is generally described below, and in more detail in the relevant section of the Draft Franchise Agreement. Please be specific regarding anticipated labor requirements (level of effort in hours per year), equipment needs and capital requirements, and required or discretionary use of subcontractors. Please provide an implementation schedule detailing the steps, roles and responsibilities, and the timeframes necessary to meet each service need, including staff hiring and training and equipment acquisition. Clearly document all assumptions.

### **3.4.1 Bulk Compost and Mulch**

SB 1383 requires that the Authority procure a specified quantity of recovered organic products (meeting the applicable guidelines for "California Recovered" as described in SB 1383). The selected Contractor is expected to provide the necessary services for the Authority to fulfill this recovered organic products obligation through the provision of compost, mulch, and/or Renewable Natural Gas (RNG) fuel for vehicles. The Authority may need to receive and use or distribute significant quantities of compost or mulch to meet this procurement requirement if other means including, but not limited to, the use of RNG collection vehicles described in Section 3.7 below, are not feasible. As such, the Authority may elect for the selected Contractor to provide a bulk compost and/or mulch give-back program totaling up to approximately twelve thousand four hundred (12,400) cubic yards of materials for use or give-away by the Authority or Member Agencies. This program is described in Exhibit B4, Section 5 of the Draft Franchise Agreement.

### **3.4.2 Compost Give-Away**

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

### **3.4.3 Used Cooking Oil Collection**

The Authority is interested in adding used cooking oil to the curbside collection program for single-family customers, including the provision of used oil recovery kits to customers upon request. These oils are dangerous to the sewer systems and the Authority 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

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Contractor would provide curbside collection as needed by the customer, on the customer's normal service day. Refer to Exhibit B1, Section 4 of the Draft Franchise Agreement for more information.

### **3.4.4 Multi-Family Move-In and Move-Out Kits**

The Authority is interested in providing tools to support the unique needs of different sectors provided collection service. In particular, the Authority is interested in multi-family "Move-In Kits" to introduce new multi-family tenants to the program, particularly focusing on how to manage organic materials and recyclable materials at their new property; and, "Move-Out Kits" to assist with materials management and reuse upon move-out.

Please describe how you would provide Move-In Kits to each multi-family dwelling unit, including coordination with property managers prior to the commencement of the agreement, and to new multi-family tenants thereafter during the term of the agreement. Note any differences in approach for larger multi-family premises that have on-site property management, versus multi-family premises for which the property manager is offsite.

Please also describe how you would provide Move-Out Kits to multi-family tenants throughout the term of the agreement, including coordination with property managers. Note any differences in approach for larger multi-family premises that have on-site property management, versus multi-family premises for which the property manager is offsite.

Refer to Exhibit B2 of the Draft Franchise Agreement for more information.

### **3.4.5 Large Event and Venue Services**

The Authority and its Member Agencies are interested in implementing recyclable materials and organic materials services in public spaces, to support the overall program implementation and to "walk the talk" at Member Agency events. The Authority is interested in having the successful Contractor support up to twelve (12) Member Agency event days per Member Agency per year, with enhanced materials management services, including but not limited to event collection stations, collection station monitors, consolidation containers, public education booths, and reporting.

This program is described in full in Section 4.5 of the Draft Franchise Agreement and events listed are listed in Exhibit B5.

### **3.4.6 Street Sweeping**

Each Member Agency contracts to provide street sweeping services for their residents. The Authority is interested in the selected Contractor providing street sweeping services as described in the Draft Franchise Agreement.

### **3.4.7 Weekend Public Litter Container Collection**

Each Member Agency contracts to provide weekend collection for the public litter containers that are required to be serviced during the week by the selected proposer. The Authority is interested in the Contractor also providing weekend collection service, in the same manner as weekday collection service for public litter containers described in the Draft Franchise Agreement.



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## **3.4.8 Exclusive C&D Collection**

Under the current agreement, C&D is collected exclusively by the franchised hauler. The Authority is interested in evaluating the exclusivity of the C&D collection and may ask the Contractor to provide C&D collection exclusively within the Authority service area or may choose to allow the service to be provided in an open market.

## **3.5 Innovative or Cost-Saving Proposals**

While proposers must provide a proposal that is fully responsive to this RFP, they are also invited to submit one (1) or more proposals for additional service enhancements, innovations, or cost-saving approaches to address any of the service needs requested above, or to provide other services that would be of benefit to the Authority and its ratepayers. Examples of such alternatives may include, without limitation, variations in collection methods, equipment requirements, customer service approaches, methods of achieving the Authority's recovered organic waste product procurement obligation, use of electric vehicles, or other changes from the Authority-requested specifications that the proposer believes achieve the goals of the RFP, maintain regulatory compliance, and deliver cost-effective and high-quality services to the Authority and its Member Agencies. Any alternative proposals should be clearly marked as such.

## **3.6 Labor Policy**

### **3.6.1 Employee Retention**

The Authority 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 3.6.1, the Authority will be requiring all proposers to make such offers of employment. Therefore, no preference will be awarded based on this condition. Compensation data for the current service provider has been included at the RFP website: <http://www.hfh-consultants.com/hfh-clients/WVSWMA-RFP/>.

The Authority is seeking the following employment conditions for the selected Contractor:

1. The Authority'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.

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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 Authority 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 and MOUs must be included with proposals and as attachments to the Draft Franchise Agreement and future modification shall be submitted to the Agreement.

### **3.6.2 Labor Peace**

The health and safety considerations involved in a possible interruption in the collection services requested through this RFP emphasize the importance of labor peace during the term of the contract award. All proposals submitted in response to this RFP shall include proposer commitment to 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 Authority as provided in Section 3.3 of the Draft Franchise Agreement. Subcontractors shall be required to comply with the obligations of Section 3.3 of the Draft Franchise Agreement. Labor agreements must be included as attachments to the Draft Franchise Agreement and future modification shall be submitted to the Authority.

### **3.7 Collection Vehicles and Containers (RNG Preferred)**

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.” Collection vehicles must comply with all applicable emissions standards and laws not only at commencement of the agreement but also throughout the term of the Franchise Agreement. The Authority’s strong preference is for the fleet to accommodate the use of RNG to assist the Authority and its Member Agencies in complying with SB 1383 requirements for recovered organic product procurement. Proposers shall identify whether such RNG credits can be made available to the Authority through this process and the amount of credits/fuel usage associated with this contract.

The selected proposer will be required to provide all new collection vehicles, bins, and drop boxes. The existing solid waste, organic materials, and recyclable materials carts will remain in place and will be acquired by the Authority for use by the selected Contractor. Proposers may assume that such containers have been fully depreciated unless otherwise notified by the Authority and as documented by the current collector. Proposers will be required to replace containers with SB 1383 compliant color containers at the end of a container’s useful life. All containers need to be SB 1383 color compliant at the end of Rate Period Five of the Franchise Agreement. Proposers shall assume an average vehicle and container life of ten (10) or more years and plan to depreciate vehicles and containers over a ten (10) year period for the purposes of determining depreciation and interest expenses.

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## **3.8 Corporation Yard**

The Authority requires that all proposers identify a site or potential sites to be used for staging equipment and personnel and for performing equipment maintenance. The Authority is not requiring that such site(s) be located within the Authority service area.

## **3.9 Subcontractors**

The selected proposer may enter into agreements with subcontractors to provide services requested in the RFP, subject to the prior written consent of the Authority, as described in Section 3.3 of the Draft Franchise Agreement. 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.

## **3.10 Municipal Code Revisions**

Changes to the existing collection arrangements proposed by the Authority may require revisions to each Member Agency's Municipal Code. The selected proposer shall comply with applicable law, including each Member Agency's Municipal Code, at all times.

## **3.11 Reimbursement of Procurement Costs**

The selected proposer will reimburse Authority for the Authority'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 three hundred thirty-three thousand and six hundred ninety dollars (\$333,690) shall be paid by the Contractor and may not be recovered through its annual compensation under any agreement awarded in response to this RFP.

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## **SECTION 4: RFP CONDITIONS AND PROPOSAL SUBMITTAL**

### **4.1 Rights Reserved by the Authority**

The Authority 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.
- Permit the timely correction of errors and waive minor deviations in the process.
- Withdraw the RFP.
- Revise the process.
- 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 proposals that do not fully comply with the requirements detailed in this RFP, its attachments, addenda, or clarifications.
- Reject a proposal if it is not in the best interest of the Authority and/or the Member Agencies 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.
- Approve or disapprove the use of particular subcontractors.
- 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 individual Member Agencies' Municipal Codes.
- Take any other action it deems in the best interest of the Authority, its Member Agencies, its residents, and/or businesses.

### **4.2 General RFP Agreements**

This RFP shall not be construed by any party as an agreement of any kind between the Authority, its Member Agencies, Contractor(s), or other parties.

This RFP does not obligate the Authority 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

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this RFP. The Authority 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 Authority 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 Authority's request for clarification. In addition, all aspects, conditions, and components of proposals submitted shall be valid for one (1) year from the date of submission.

The Authority shall have the right (but not the obligation) to perform a review of any or all proposers' 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 proposer. 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 Authority or its consultants may conduct reference checks on proposers that involve contacting municipalities currently or previously served by proposer, as well as contacting regulatory agencies involved in the oversight of proposers' facilities. In addition, the Authority 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 Authority's review.

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

## **4.3 Disclaimer**

To the best of the Authority's knowledge, all data and information provided during the RFP process including, but not limited to, the RFP website, the Authority and Member Agency websites, and any subsequent communications, are accurate. However, all data and information are presented for informational purposes only and the Authority, its Member Agencies, and its consultants are in no way responsible for any inaccurate, inconsistent, or incomplete data or information. Proposers, by submission of their proposal(s) in response to this RFP, agree to indemnify and hold the Authority and its Member Agencies harmless from any claims of damages incurred by the proposer for its reliance on any data provided by the Authority or the Member Agencies throughout this RFP process. Each proposer should take whatever steps it believes are necessary to determine the Authority's service requirements and service conditions as a condition of participating in the RFP process.

## **4.4 Conflict of Interest and Prohibited Contracts**

No person performing services for the Authority, 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

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employment or retention by the Authority or its Member Agencies, in any contract or subcontract in connection with this solicitation or any resulting project. No officer or employee of such person retained by the Authority or its Member Agencies 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 Authority or its Member Agencies and such officer, employee, or person has not participated in the acquisition of such property for or on behalf of the Authority or its Member Agencies.

## **4.5 Proposal Communication and Submittal Process**

Proposers submitting proposals to the Authority shall follow the procedures described in this Section 4.5 and the procedures included in subsequent clarifications or addendums to this RFP, which are issued by the Authority or its consultant.

### **4.5.1 Step One – Register for Correspondence, RFP, and Announcements**

To be placed on the list of interested parties, email [WVSWMA-RFP@hfh-consultants.com](mailto:WVSWMA-RFP@hfh-consultants.com) and include a signed copy of the Authority RFP Process Communications Protocol, RFP Attachment G (one signed copy per proposing company/entity). You will be placed on the list of interested parties registered to receive future correspondence and announcements related to this RFP. In addition, please include any other contacts from your company that should be included on this list. Parties interested in submitting a proposal must be registered to submit a proposal. All requests will be acknowledged by e-mail. Be sure to adjust computer settings as necessary to allow receipt of emails from the domain “hfh-consultants.com.”

### **4.5.2 Step Two – Submission of Written Questions**

Respondents should submit all questions and requests for information or clarification regarding this RFP in writing by email to [WVSWMA-RFP@hfh-consultants.com](mailto:WVSWMA-RFP@hfh-consultants.com) by the date shown in Figure 1.

The Authority directs proposers to submit all questions and requests for information regarding this RFP in writing by email to: [WVSWMA-RFP@hfh-consultants.com](mailto:WVSWMA-RFP@hfh-consultants.com). Proposers shall refrain from contacting Authority or its Member Agency employees, elected officials, or other Authority or Member Agency agents directly. Questions submitted on or before the date shown in Figure 1 will be addressed at the pre-proposal meeting. Proposers may submit additional questions on or before 5:00 p.m. on the date shown in Figure 1. The Authority will respond to all written questions and requests for clarifications submitted by proposers by the date shown in Figure 1. Such response will be in writing and made available via HF&H’s Authority RFP Web Page, with notification to the RFP Distribution List and without identifying the party asking the question.

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

The mandatory pre-proposal meeting will be held virtually at the time and date shown in Figure 1. Attendance at this meeting is mandatory. The instructions for meeting attendance are posted to the RFP website. The Authority 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 4.5.2) or prepare and pose questions at the pre-proposal meeting. Preliminary oral responses to questions will be provided at the discretion of Authority staff at the pre-proposal meeting but will not be binding on the Authority. Written responses to questions will be provided

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to all registered parties. In the event of any inconsistencies between oral responses provided at the pre-proposal meeting and written responses subsequently issued, written responses have precedence.

### 4.5.4 Step Four – Proposal Submittal

By submitting a proposal, all proposers agree, 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 RFP process are true and correct.

Proposals shall be submitted electronically via email. Proposers should ensure that their email is sent requesting a read receipt and that you receive submission confirmation prior to the deadline shown in Figure 1. If Proposer needs to send multiple emails due to outgoing file size, please number each email in the subject line using “WVSWMA Proposal Submittal, Email 1 of 2,” etc. Proposers must submit and receive confirmation of receipt of the following four (4) files before the deadline:

1. The proposer’s complete proposal except for cost forms shall be submitted in Adobe PDF format.
2. The two (2) sets of cost proposal forms (Attachment B) shall be separately submitted as Microsoft Excel files.
3. In addition to being included in the PDF under Item 1, the Draft Franchise Agreement shall also be provided as a Microsoft Word document with any edits shown in track changes mode, as further described in Section 5.8.

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

Proposal emails shall include the following information in the body:

**PROPOSAL FOR THE WEST VALLEY SOLID WASTE MANAGEMENT AUTHORITY  
COLLECTION SERVICES PROPOSAL**

Name of Proposer:  
Address:  
Contact Person:  
Telephone Number:  
E-mail:

Proposals can be emailed to: [WVSWMA-RFP@hfh-consultants.com](mailto:WVSWMA-RFP@hfh-consultants.com).

All proposals must be received by 3:00 p.m. on the date shown in Figure 1. Proposals received after this time and date may be rejected.

Upon receipt by the Authority, 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 Authority and its Member Agencies shall be free to release the information when required in

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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 Authority and its Member Agencies harmless for any such release of this information.

## **4.5.5 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 facilities (if applicable). This clarification process may involve requesting that the proposer demonstrate how financial, customer service, and management information systems can provide reports required by the Draft Franchise Agreement. The clarification process may be performed by Authority staff and/or their consultants.

## **4.5.6 Step Six – Proposer Interviews & Negotiations**

One or more proposers are likely to be invited to meet with Authority staff and its consultant. 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 Authority 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. The Authority also reserves the right to, at its sole discretion, require proposers to provide facility tours as part of the interview process.

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. The Authority will not discuss any changes to the Draft Franchise Agreement that are not clearly presented in proposer's proposal.

The Authority 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 Authority may choose to negotiate final agreements with more than one (1) proposer in order to bring final, proposer-executed agreements to the Authority Board for their approval. The determination to negotiate agreements prior to consideration by the Authority Board will be at the sole discretion of the Authority's staff and consultant.

## **4.5.7 Step Seven – Contractor Selection**

Authority staff and its consultant will present the results of the RFP and negotiations process to the Authority Board for their consideration. The Authority Board 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 Authority and/or the Member Agencies.



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## SECTION 5: PROPOSAL 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
  - 1. Business Structure
  - 2. Collection Experience
  - 3. Service Initiation Experience
  - 4. Key Personnel
  - 5. Labor Agreements and Wages
  - 6. Past Performance Record
  - 7. Financial Information
- 2. Technical Proposal for Base Services
  - 1. Collection
  - 2. Bulky Item/Abandoned Materials Collection
  - 3. Multi-Family/Commercial Technical Assistance
  - 4. Customer Service
  - 5. Billing
  - 6. Public Education and Outreach Plan
  - 7. Implementation Plan
  - 8. Other Required Plans
  - 9. Subcontractors
  - 10. Existing Management and Customer Service Systems
  - 11. Corporation Yard and Maintenance Facilities

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3. Technical Proposal for Alternative Services
  1. Alternative Services (Required)
  2. Innovative Services (Optional)
4. Environmental Considerations
5. Acceptance of RFP and Franchise Agreement
6. Cost Proposal
  1. Cost Proposal for Base Services
  2. Cost Proposal for Alternative and Innovative Services
7. Other Proposal Forms
  1. Secretary's Certificate
  2. Anti-Collusion Affidavit
  3. Iran Contracting Act Certification
  4. RFP Process Communications Protocol

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 Authority and its Member Agencies. 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:

- Confirm that proposer is authorized to conduct business in California;
- Identify whether the proposer is certified as a Green Business;
- 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

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of the proposer to the executing entity. If the proposer is a joint venture, describe where the entities have collaborated before;

- State the number of years the entity(ies) has 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;
- Identify other businesses with ownership by principals and/or management; and,
- 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 combined size and similar demographics to the Authority service area. Proposer's description for each comparable jurisdiction shall include:

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

## **5.4.3 Service Initiation Experience**

The Authority is interested in learning about each proposer's experience with implementation of new franchise agreements and new programs. Include a minimum of three (3) 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:

- The name of the jurisdiction where the services were provided and commencement date and term of the agreement;
- The service initiation performed (e.g., 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);
- The name, address, and telephone number of the jurisdiction's representative responsible for administering the agreement;
- The number of residential and commercial customers served;

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- 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,
- 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 key personnel with the following or related job titles:

- 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 Authority during the term of the new Franchise Agreement. If specific individuals have not been identified for one (1) 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 services in the Authority service area. Specifically, proposer shall confirm its acceptance of the terms of the labor policies described in Section 3.6 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 3.6 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 Authority and employed by WVC&R. Proposers should also explain how they will comply with the living wage requirements of each Member Agency.

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### 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) that triggered the damages. Identify personnel and/or policy changes the company made in response to such incidents (e.g., terminated or reassigned employees involved, new process protocols).
3. Satisfactory performance in other agreements. Provide a list of all other agencies where similar franchise collection services are performed by Contractor along with contact information for that agency's contract manager. The Authority reserves the right to conduct reference checks and satisfaction interviews with any current or past municipal agencies that proposer discloses, or Authority 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.

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 Authority 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 Authority 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

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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 Authority 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) and uses (e.g., property, trucks, equipment, containers, reserves). 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 services and programs 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 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 Authority.

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 organic materials, recyclable materials, and solid waste collection for single-family, multi-family, commercial, and drop box and compactor services (as applicable). In the event 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 describe its approach to handling seasonal variation in customer material generation. Proposer shall also describe how it plans to perform bulky item, battery, holiday tree, special events, and any other non-routine collection operations required by the Draft Franchise Agreement. Proposer shall also identify how tonnage will be allocated between customer types (single-family, multi-family, commercial, etc.) if 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);
- Standard crew size; and,
- Number, types, sizes, and manufacturer's specifications of containers to be utilized.

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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 Authority, and how it will benefit and work in the Authority specifically.

The proposer's approach to collection must address any need for special equipment and/or operational practices to provide service in hard-to-service areas such as narrow streets and alleys. Note that there will be no special customer rates or charges for hard-to-serve areas.

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) is 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) needs 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 that described in its proposal.

Describe the proposer's approach to finding, piloting, assessing, and integrating emerging technology that may not have been anticipated in its original proposal.

In an effort to effectively manage stormwater and prevent litter, proposers shall also propose a one (1) time charge to customers requesting gravity-lock carts, to be considered for addition to the proposed Rates during negotiations of the Draft Franchise Agreement. Note that proposers will also be expected to provide lockable containers upon customer request.

## **5.5.2 Recyclable Materials Processing**

The following information is required for recyclable materials processing services:

1. Processing Site Information. Provide at minimum the following:
  - Name and description of facility(ies) where recyclable materials will be processed;
  - Name of owner and operator, identifying whether the company that owns or operates the processing site is the same as the proposing entity, a related-party entity, or a subcontractor;
  - Contact name and phone number of the site manager;
  - Strategies for maximizing material separation and recovery results;
  - Detailed description of all equipment used, and the operators' ongoing approach to adapting technology to evolving recyclable materials streams;
  - History of upgrades and re-tools to the facility for the last fifteen (15) years at the site and the resulting improvements in efficiency and material quality;
  - Material flow and traffic flow schematics;
  - Description of site staffing levels by function;
  - Description of burden depth and line speed management to maximize recovery;
  - List of materials accepted by site and documentation (e.g., agreement between proposer and site) verifying which materials are processed and diverted;
  - Method of tracking tonnage by jurisdiction;



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- The monthly residue level of the processing site for each of the last twelve (12) months;
  - Recycling and Disposal Reporting System (RDRS) reports for the most recent year for the proposed facility(ies); and,
  - Describe the proposer’s approach to finding, piloting, assessing, and integrating emerging technology into processing systems that may not have been anticipated in its original proposal.
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 Authority'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, identify the process you will use to ensure the import restriction is 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, such as direct transfer, 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 and multi-family organic materials processing services:

1. Processing Site Information. Provide, at minimum, the following:
  - Name and description of facility(ies) where organic materials will be processed;
  - Name of owner and operator, identifying whether the company that owns or operates the processing site is the same as the proposing entity, a related-party entity, or a subcontractor;
  - Contact name and phone number of the site manager;
  - Description of pre-processing, processing, and composting processes (including the type of composting/digestion method(s) used);
  - Strategies for maximizing material separation and recovery results;
  - Detailed description of all equipment used, and the operators’ ongoing approach to adapting technology to evolving organic materials streams;
  - History of upgrades and re-tools to the facility for the last fifteen (15) years at the site and the resulting improvements in efficiency and material quality;
  - Material flow and traffic flow schematics;
  - Description of site staffing levels by function;

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- Description of burden depth and line speed management to maximize recovery;
- List of materials accepted by site and documentation (e.g., agreement between proposer and site) verifying which materials are processed and diverted, including whether compostable plastics, compostable plastic bags, compostable service ware, clear plastic bags, and/or other plastic bags are accepted and/or diverted;
- Method of tracking tonnage by jurisdiction;
- The products to be produced from the organic materials (e.g., compost, mulch);
- The monthly residue level of the processing site for each of the last twelve (12) months;
- Recycling and Disposal Reporting System (RDRS) reports for the most recent year for the proposed facility(ies); and,
- Describe the proposer's approach to finding, piloting, assessing, and integrating emerging technology into processing systems that may not have been anticipated in its original proposal.

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 Authority'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.

### 5.5.4 Bulky Item/Abandoned Materials Collection

Describe your approach to providing on-call bulky item collection programs for single-family and multi-family customers described in Section 5 of Exhibit B1 and Section 5 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. Discuss how you will route these services to use extra capacity to provide additional requested on-call bulky item collections as well as to collect abandoned

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material as capacity allows. Describe any supplies, such as bags and/or containers, that will be provided to customers for on-call bulky item collection. Please describe your approach to providing abandoned materials collection upon Authority request, as described in Section 4.5 of the Draft Franchise Agreement.

### **5.5.5 Multi-Family/Commercial Technical Assistance**

- Describe proposer's plan to provide technical assistance to multi-family customers 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 Authority, Member Agencies, or an Authority or Member Agency designee 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).

### **5.5.6 Customer Service**

To ensure that customers in the Authority 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 where proposer's customer service representatives will be located. While the Authority prefers that proposers locate customer service representatives in or near the Authority service area, the Authority will also consider proposals that include one (1) or more customer service offices elsewhere, provided that the proposer demonstrates it is able to comply with the requirements of the Draft Franchise Agreement. If proposer chooses to propose a customer service office location which is greater than thirty (30) miles from the center of the Authority service area, or propose that customer service representatives work remotely while located within thirty (30) miles from the center of the Authority service area, 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 Authority service area.
- Specify the number of full-time equivalent customer service representatives (CSR) that will serve the Authority and Member Agencies. 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 Authority.

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- Describe the proposed approach to respond to and address events of deliberate non-collection (in addition to the noticing requirements specified in the Draft Franchise Agreement).
- 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 Authority and its Member Agencies will be able to 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 the Draft Franchise Agreement. Please provide examples of all information that would be available to Authority and Member Agency staff using screenshots, 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.

## **5.5.7 Billing**

To ensure that customers in the Authority service area obtain competent, professional, and courteous customer service with regard to billing matters, proposer shall:

- Describe the process for transitioning the billing responsibility from the existing service provider to the proposer, including examples of prior billing transitions 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.
- Describe procedures for addressing customer service issues, with regard to customer billing demands, during the transition and throughout the term of the new Franchise Agreement.
- Describe how the proposer will make billing information available to the Authority to ensure transparency, and how the proposer will integrate billing information into their reporting to the Authority.

## **5.5.8 Public Education and Outreach Plan**

The Authority and its Member Agencies place 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 in Exhibit C to the new Franchise Agreement. While the Authority encourages each

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proposer to use their own knowledge and expertise to develop the proposed public education plan, the Authority 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 organic materials 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 Authority 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 notices, courtesy collection notices, and contamination charge notices, including samples of each type of notice, and noting that the Authority 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 Member Agency-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);
- 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 Authority service area;
- 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 Section 5.9.1 of this RFP and Exhibit C of the Draft Franchise Agreement); and,
- Other aspects or unique features of the proposed public education and outreach plan.

## **5.5.9 Implementation Plan**

Provide a detailed implementation plan describing the proposer's approach to facilitating a smooth service transition under the new Franchise Agreement. 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 (e.g., ordering new vehicles and new containers), personnel, administration, maintenance, and public education requirements. The proposer must outline their process for transitioning displaced workers in conformance with the requirements of Section 3.6 of this RFP. The proposer should describe its assumptions regarding Authority and Member Agency staff participation and the current service provider's participation. Provide a schedule listing key events (e.g.,

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equipment procurement, public education, new container distribution and coordination to remove previous service providers' containers, labeling existing containers (if applicable), employee hiring and training), duration, and expected completion date of each event. Discuss contingency plans that will be in place for various aspects of the implementation process.

### 5.5.10 Other Required Plans

1. **SB 1383 Contamination 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, compliance and contamination monitoring, waivers, record keeping, and reporting for all properties covered by the regulations. Proposers must describe their approach to performing, at a minimum, customer education, outreach, compliance reviews, contamination monitoring, management of waivers, recordkeeping, and reporting to comply with SB 1383 as part of their proposal. Contractor will be required to conduct route reviews within the Authority service area as necessary to comply with the contamination monitoring requirements of SB 1383. Proposers must describe their approach to performing route reviews.
2. **Litter Prevention/Abatement Plan.** The Authority 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. **Container Deployment Plan.** Proposers must describe their approach to assembly, delivery, and swap-out of containers, consistent with the Draft Franchise Agreement, for each container type. Proposers should include, at a minimum, details regarding delivery and swap-out timing and customer notification process, as well as contingency plans for customers that are provided incorrect containers and/or are missing containers.

### 5.5.11 Subcontractors

Identify by name and describe all services to be performed by any subcontractors or vendors, as defined in the Draft Franchise Agreement.

### 5.5.12 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. Overview of your company's management information system, including how various components are integrated, and the extent to which information is accessible to the Authority in read-only mode;
2. Name, type of equipment, software used to maintain routing and customer service information, and period of time the company has operated this system;

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3. Management procedures for managing inquiries and complaints and procedures used to minimize complaints (e.g., missed pick-ups, noise, spills);
4. Description of system capability and/or procedures to ensure timely accessibility of information by jurisdictions served;
5. Description of your company's experience establishing individual call centers, centralized call centers, and or remote customer service representative teams; and, identification of the location of any call center(s) that will be used;
6. Identification of whether the system is used company-wide or for select jurisdictions (listing which jurisdictions);
7. 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.);
8. 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;
9. 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;
10. Provision of copies of monthly or quarterly reports submitted to at least two (2) jurisdictions that document monthly tonnage, customer account, and complaint information;
11. 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; and,
12. Description of prior experience utilizing Recyclist, including jurisdictions in which Recyclist has been utilized, and the types of data your company has stored in Recyclist.
13. Description of the proposer's approach to finding, piloting, assessing, and integrating emerging technology that may not have been anticipated in its original proposal.

## 5.6 Technical Proposal for Alternative Services

### 5.6.1 Alternative Services (Required)

For the Alternative Services described in Section 3.4, 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, as relevant:

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- 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 or distribution 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); and,
- The benefits of the proposed service and potential challenges related to the service and strategies for managing such challenges.

## **5.6.2 Innovative Services (Optional)**

Providing a response to Section 5.6.2 is optional. Proposer may present one (1) or more proposals for innovative and/or cost-saving services in addition to those identified in this RFP and Draft Franchise Agreement that further the Authority’s goals as identified in Section 1.2. Examples of potentially innovative or cost-saving services include, but are not limited to: collection of additional source separated materials; innovative ideas for enhancing SB 1383 programs and compliance; and, innovative strategies to incentivize waste reduction that could impact upstream consumer habits.

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 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 and alleys;
- Equipment to be utilized (e.g., equipment/vehicle description, number, types, cost, capacity, age). 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 cost and operating data in the space provided in the cost proposal forms. The Authority is not obligated to select these proposals. Innovative or cost-saving proposals will be considered by the Authority 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 Authority’s goals and objectives related



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to minimizing environmental impacts (e.g., air, water, depletion of natural resources, greenhouse gas emissions) associated with collection and transport services.

Examples of environmental enhancements, include:

- Using electric vehicles or alternative fuels for support and/or collection vehicles;
- 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 and/or Green Business Certification).

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 Authority, the Draft Franchise Agreement has been prepared and is included as Attachment A. Proposer is required to review the Draft Franchise Agreement prior to submittal of its proposal to the Authority. The Authority expects the Draft Franchise Agreement will be executed by the selected Contractor in substantially the same form as presented in Attachment A. This review process allows the proposer to prepare the proposal and costs for services with full consideration of its rights and obligations. Cost proposals must be provided on the basis that no exceptions to the Draft Franchise Agreement are accepted.

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, provide alternative language for consideration by the Authority, and provide the cost increase/savings associated with accepting the proposer's proposed language. 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, clearly displaying any redline/strikeout changes in its proposal using only the "track changes" and "comments" functions found in MS Word. 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 and guarantor's name. Each location in the Draft Franchise Agreement where proposer-specific information is to be inserted is identified with gray highlights and/or a note to proposer that provides instructions. Proposers shall include its electronic version of the Draft Franchise Agreement with its proposal as specified in Section 5.8.

The exceptions to the Draft Franchise Agreement will be given significant consideration in the evaluation process, and the Authority will assess both the number of, and the nature of all exceptions. In its sole discretion, the Authority may determine whether to negotiate some or all of the proposed exceptions with one (1) 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 Authority chooses to enter into negotiations with a proposer, the noted comments and

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recommended alternative Franchise Agreement language will serve as a starting point for discussion. Authority may end negotiations at any point, without notice, at its discretion. The selected Contractor may not initiate discussion related to Franchise Agreement language for which no exceptions were noted. The Authority may request the proposer execute the new Franchise Agreement before the Authority Board makes the final Contractor selection.

### 5.9 Cost Proposal

The cost proposal to be prepared by proposer includes several components such as operating statistics and detailed costs. Proposer shall submit the cost proposal using the forms provided in Attachment B. Proposer must carefully review the instructions provided in this section and comply fully with the requirements set forth herein. Cost proposals must be prepared assuming that no exceptions to the Draft Franchise Agreement will be accepted. The cost proposal includes two (2) sets of forms with the following components:

1. Cost Proposal for Base Services (Required)
2. Cost Proposal for Alternative and Innovative Services
  - a. Alternative Services (Required)
  - b. Innovative or Cost Saving Options (Optional)

Proposer shall follow the instructions provided below for preparation of the cost proposal components. Two (2) complete sets of cost proposal forms described herein shall be included in each copy of the proposal submitted and an electronic copy of the forms is required in Microsoft Excel format.

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 calculated in accordance with the terms of the franchise agreement. The cost proposal (including proposed rates) shall be firm and valid for a period of one (1) year from the submittal date of the proposal.

#### 5.9.1 General 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 and costs on Forms 2 through 7 shall encompass all base collection services, which are identified in Section 3.3 and further described in the Draft Franchise Agreement (with the exception of base services requiring separate pricing, as specified in Section 5.9.3).
3. **Valid for Rate Period One.** Costs, including proposed rates, shall be proposed for the 12- (12) month period from July 1, 2024 through June 30, 2025. Capital costs on Form 4 shall be presented in current dollars, reflecting the estimated cost of purchase on or about the contract execution date. Rate Period Zero rates (March 1, 2024 – June 30, 2024) shall be to the same rates in effect July 1, 2023 through June 30, 2024.

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4. **Wage and Benefit Requirements.** Labor costs shall reflect the labor policy presented in Section 3.6 of the RFP, and proposals shall anticipate necessary changes to reflect inflation and negotiated labor contract terms.
5. **Depreciation and Interest.** The base cost proposal must reflect the purchase of new collection vehicles and containers. 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 will be included for Rate Period One. Proposer shall assume an average vehicle and container life of ten (10) or more years and plan to depreciate the vehicles and containers over a ten (10) year period for the purposes of determining depreciation and interest expenses.
6. **Post-Collection Charges.** The cost proposal forms contain the Post-Collection Services Contractor's estimated per-ton tip-fees for post-collection services, effective July 1, 2024. Cost proposals shall include proposer's estimated delivered tonnages for each material stream as provided below in Item 14. The forms automatically multiply proposer's estimated tonnages by the tip-fees to calculate the estimated compensation due the Post-Collection Services Contractor, based on the most recently available tip fee information for the designated post-collection services facility, the Guadalupe landfill, inflated to 2024 costs. Pursuant to Exhibit E1 of the Draft Franchise Agreement, an adjustment shall be made to Contractor's compensation in Rate Period Two to reflect a reconciliation of the estimated and actual Disposal and Processing costs during Rate Period One. The per-ton Disposal and Processing per-ton costs shall be used to estimate Disposal and Processing costs in the alternative services form.
7. **Start-Up Costs Annualized.** Start-up costs related to implementation of the new Franchise Agreement shall be annualized over a ten (10) year period and shown on Form 6E for the base cost proposal.
8. **Fuel.** For the base proposal, all annual vehicle and related fuel costs shall reflect the fuel chosen by the proposer for the base proposal.
9. **Public Education.** Proposers must reflect the required minimum annual public education budget of one hundred fifty thousand dollars (\$150,000), or higher amount at proposer's option, in the Cost Proposal Forms.
10. **Compactor Service.** Costs for servicing drop box compactors shall be included with drop box costs on the cost proposal forms. Cost for bin-type compactors shall be included with bin costs on the cost proposal forms.
11. **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.
12. **Member Agency Reimbursements.** Forms 5 and 6 of the cost proposals itemize the Authority and Member Agency Reimbursements to be included in the cost proposal. The Authority and its Member Agencies reserve the right to modify reimbursements before commencement of the Draft Franchise Agreement. Proposer must propose a franchise fee in Form 6 for consideration by the Authority.
13. **Service Level Assumptions.** For the purposes of preparing the cost proposal, the current collection contractor's reported number of accounts serviced in each rate category is included in

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Figures 6a through 6b. 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 Authority and its residents and businesses; (iii) the anticipated change in service levels due to new rates; and, (iv) any other factors that may impact future customer service level needs. 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.

14. **Tonnage Assumptions.** For the purposes of preparing the cost proposal, proposer shall estimate the annual tonnage of organic materials, recyclable materials, C&D, on-call 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 Recyclable Materials and Organic Materials programs. The proposer shall develop its cost and rate proposal using its estimated tonnage levels specified on Form 2. The Post-Collection Services Contractor shall invoice, and the selected Collection Contractor (if an entity other than the current collection services contractor) shall compensate the Post-Collection Services Contractor for actual tonnages delivered at the then-current annual tip fees, as provided in Article 4 of the Draft Franchise Agreement.

### 5.9.2 Cost Proposal for Base Services

Proposers are required to submit a base cost proposal using Forms 1 through 7 provided for this purpose in Attachment B. On the base cost proposal forms, proposers are required to present operating statistics, an annual cost proposal, and a rate proposal.

### 5.9.3 Cost Proposal for Alternative and Innovative Services

The Authority has identified alternative services the Authority may choose to include in the scope of the final Franchise Agreement (Section 3.4 of the RFP), as well as certain base services (Section 3.3 of the RFP) for which the Authority would like to receive separate pricing, as follows:

- A. Alternative Services
  1. Bulk Compost and Mulch
  2. Compost Give-Away
  3. Used Cooking Oil Collection
  4. Multi-Family Move-In (provide per one hundred (100) units<sup>2</sup>)
  5. Multi-Family Move-Out Kits (provide per one hundred (100) units<sup>2</sup>)
  6. Large Event and Venue Services

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<sup>2</sup> The Authority has not yet determined how many move-in kits/move-out kits or kitchen pails that the Authority wants to be distributed. For the purposes of the cost forms, please provide pricing per one hundred (100) units and the final number and cost will be determined through negotiations.

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7. Street Sweeping
  8. Weekend Public Litter Container Collection
- B. Base Services with Separate Pricing
1. Contamination Monitoring Route Reviews (per-day cost)
  2. Kitchen Pails (per one hundred (100) units<sup>2</sup>)
  3. Gravity-lock carts (per unit)
  4. Public Education Annual Budget

Proposers are required to submit separate operating statistics and costs for each of the services listed in this Section, reflecting the incremental cost increases/decreases for the service above/below costs reflected in the base cost proposal. Proposers are also encouraged to submit separate operating statistics and costs for any innovative or cost savings proposals as described in Section 3.5, using the alternative services set of cost forms and reflecting the incremental cost increases/decreases for the optional proposal(s) above/below costs reflected in the base cost proposal.

If the Authority chooses one (1) or more alternative services or a proposed optional service, the annual costs and rates presented in the final base cost proposal will be modified as needed 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 D, 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 E. 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 F. 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 RFP Process Communication Protocol**

In accordance with Section 4.5.1, "Register for Correspondence, RFP, and Announcements," each proposer must register through the following website to receive information related to the RFP process:

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

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Additionally, each proposer must request to be added to the RFP Distribution list, by sending an email with a signed copy of a Authority RFP Process Communications Protocol, Attachment G, to: [WVSWMA-RFP@hfh-consultants.com](mailto:WVSWMA-RFP@hfh-consultants.com)

## **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.

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## SECTION 6: PROPOSAL EVALUATION PROCESS

The Authority will conduct a detailed evaluation of the proposals and provide a recommendation to the Authority Board, considering all of the factors below, with particular focus on the degree to which each proposal will help the Authority and its Member Agencies achieve the goals identified in Section 1.2. The Authority values cost-effectiveness; however, the recommendation of the evaluation committee will be based on selecting the best value proposal, including all of the factors below. The Authority Board will review staff's recommendation and select the future Contractor acting in the best interests of the community, in its sole discretion. Authority staff and its consultants will be responsible for negotiating the final Franchise Agreement for Board approval.

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; factors not listed below may also be considered.

### 6.1 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 as specified in Section 5.8, and completion of all blanks identified for proposer to complete.
- Compliance with the RFP and procurement procedures.
- Submitted by the deadline.

### 6.2 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 Authority'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 ten (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 Authority'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

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liquidated damages, penalties, damages); 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 Authority's contract to the company's total annual revenues.

### 6.3 Technical Proposal for Base Collection Services

- Collection Approach – Reasonableness and reliability of the proposed collection methods, technology, equipment, and containers; productivity and operating assumptions (e.g., 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.
- Customer Service – Compatibility (relative to other proposers) of customer service approach and staffing levels with the goals, objectives, and needs of the Authority 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 Authority 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 and results-oriented recycling technical assistance.
- Billing System – Compatibility (relative to other proposers) of billing approach and procedures for addressing customer needs.
- 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 5.5.10 of the RFP with the Authority's goals and objectives.
- Facilities for Equipment, Maintenance, and Administration – Compatibility (relative to other proposers) of plan for providing facilities as needed for equipment storage, parking, maintenance, and administration. Level of assurance provided, if any, with regard to site acquisition and timely development of necessary facilities.



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- Data Accessibility and Transparency – Extent to, and ease with which, relevant and actionable information is accessible to the Authority in a timely manner.
- Other – Other technical considerations to be determined.

## **6.4 Technical Proposals for Alternative and Optional Services**

- Collection Approach (if applicable) – Reasonableness and reliability of the proposed collection methods, technology, equipment, containers; productivity and operating assumptions (e.g., number of routes, route drivers, route hours, stops per route, and other operating statistics, as applicable).
- 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.

## **6.5 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 Authority will be able to promptly and successfully negotiate and finalize the Draft Franchise Agreement with the proposer.

## **6.6 Cost and Rate Proposals**

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