



Central Contra Costa Solid Waste Authority

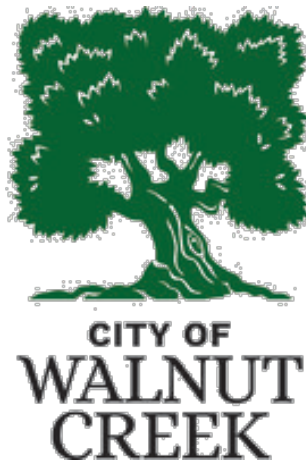
Request for Proposals for Collection Services

**Solid Waste, Recyclables, Organics,
and Commercial Food Scraps**

Serving the Cities of Walnut Creek, Lafayette and Orinda and the Towns of Moraga and Danville, and Unincorporated Contra Costa County (Alamo, Blackhawk, Canyon, Diablo, and Tassajara)

10-25-2024

Serving the cities and towns of:



**Unincorporated Contra Costa County,
including Alamo, Blackhawk, Canyon,
Diablo, and Tassajara**

CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY

REQUEST FOR PROPOSALS FOR

Solid Waste, Recyclables, Organics, and Commercial Food Scraps Collection

Proposal Information: The Central Contra Costa Solid Waste Authority (Authority) is requesting proposals for collection of solid waste, recyclables, organics, and commercial food scraps, and provision of billing, customer service, and public education services.

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, please email your contact information to RFP2024@RecycleSmart.org. All relevant documents will be posted to, and will be solely available on, the Authority's website.
2. **Access to RFP Package:** Download the RFP package, related materials, and any later addenda from the following website: <https://www.recyclesmart.org/rfp-collection-services>.
3. **Key Proposal Process Dates:** See page 3, Figure 1: RFP Schedule for key process dates.
4. **Proposer Questions and Authority Responses:** Proposers should submit all questions regarding this RFP in writing by email to RFP2024@RecycleSmart.org 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, and posted to the RFP website, without identifying the party submitting the question.
5. **Pre-Proposal Meeting:** All potential proposers must attend the mandatory in-person pre-proposal meeting at **10:00 a.m. PT on November 15, 2024**. The meeting will be held at Walnut Creek City Hall, 1666 North Main St., Walnut Creek, in the 3rd Floor Conference Room. The Authority will update registered proposers via email if the meeting date, time or location is changed. 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:** Individuals on the RFP Distribution List (who have provided complete and accurate contact information) will receive email notification of the issuance of addenda, or of any other updates to the RFP Package. To be added to the distribution list, please email your contact information to RFP2024@RecycleSmart.org. All relevant documents will be posted to, and will be solely available on, the Authority's website.
7. **Proposal Submittal:** All proposals shall be submitted in the format specified in Section 4.6.4 of the RFP, no later than **3:00 p.m. PT on February 7, 2025**.
8. The Authority's Board of directors has adopted a Franchise Procurement Process Integrity Policy. Proposers must at all times adhere to the policy. **The cover letter for each proposal must unequivocally indicate that the proposer unconditionally agrees to adhere to the policy and acknowledgement that the proposer is responsible for ensuring compliance with the policy on behalf of their employees, agents, consultants, lobbyists, or other entities and individuals acting on their behalf. A proposer's failure to adhere to any section of the policy may result in the Authority disqualifying that proposer from award of a franchise.**

All communications with the Authority about this RFP or provision of any future services in the Authority's jurisdiction must be through the Authority's Executive Director. Per the Executive Director, please send all such communications to RFP2024@recyclesmart.org.

Please see Section 4.6 for more information regarding the proposal submittal process.

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Attachment A: [Draft Franchise Agreement – Provided as a separate MS Word document](#)

Attachment B: Cost Proposal Forms – Provided as a separate MS Excel document

Attachment C: Franchise Procurement Process Integrity Policy – Provided as a separate PDF document

Attachment D: Secretary’s Certificate – Attached to this document

Attachment E: Anti-Collusion Affidavit – Attached to this document

Attachment F: Iran Contracting Act Certification – Attached to this document

SECTION 1: INTRODUCTION

1.1 Overview

The Central Contra Costa Solid Waste Authority (Authority) is comprised of the Cities of Lafayette, Orinda, and Walnut Creek, the Towns of Danville and Moraga, and a portion of unincorporated Contra Costa County; referred to collectively as “Member Agencies.”

As of September 2024, the Authority service area includes 67,695 single-family accounts, 506 multi-family accounts, and 1,932 commercial accounts. There are approximately 3,030 individual businesses, with some commercial accounts representing more than one business (multi-tenant office buildings, shopping malls, etc.) At the beginning of the new 2027 collection franchise agreement, the Authority’s service area will be expanded to include the unincorporated community of Canyon, which has 50 single-family accounts and 2 commercial accounts.

The Authority is seeking proposals to provide collection of organics, recyclables, and solid waste from residents and businesses, and to provide related services such as container replacement and repair, billing, customer service, and public education. Republic Services (Republic) currently provides collection services to the Authority through a Franchise Agreement that expires on February 28, 2027. The Authority is seeking a new collection franchise agreement with a fifteen (15) year term.

The Authority is not soliciting proposals for post-collection services (transfer, disposal, recyclables processing, composting, commercial food scraps pre-processing and anaerobic digestion) through this Request for Proposals (RFP). The Authority has entered into separate agreements for post-collection services and the selected collection contractor will be required to deliver all materials collected from the Authority’s service area to the Authority’s designated post-collection facilities. In addition, the Authority is not soliciting proposals for the collection of bulky items or reuse and cleanup day services through this Request for Proposals (RFP).

Through this RFP, the Authority is looking for a service provider who will deliver high quality, on-time, 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 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 organics, recyclables, and solid waste collection services comparable to those described in this RFP to similar communities. The Authority seeks proposals from entities that have demonstrated delivery of exemplary customer service to all residents and businesses, in a manner that is cost effective and supports landfill diversion.

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

- Provide exceptional, on-time, safe, courteous, 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 who is committed to being an active member of the community.
- 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, SB 54, 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, and landfilling.
- Provide timely, actionable, accurate and transparent information regarding collection services, costs and revenues, operations, maintenance, fleet and staffing levels, labor issues, priority complaints, service challenges, industry / company / management changes, and any other activities that may impact Authority customers and communities. As a partner, develop and implement open communications that respond to potential incidents prior to escalation.
- 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 contractual arrangements that can be easily and effectively managed by the Authority and Member Agency staff and selected proposer.
- Ensure a fair and equitable Agreement for all parties.

1.3 RFP Overview

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 fifteen (15) years and four (4) months from March 1, 2027 through June 30, 2042. The selected collection contractor will deliver the Authority's franchised materials to the following locations:

1. Solid waste, recyclables, and organics to Mt. Diablo Resource Recovery's (MDRR) transfer station and Materials Recovery Facility (MRF) at 1300 Loveridge Rd in Pittsburg.
2. Source separated commercial food scraps to Republic Service's (Republic) transfer station at 951 Waterbird Way in Martinez.

Post-Collection Service Agreements with MDRR and Republic will be provided in the Collection RFP webpage after they are signed.

This 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, 2027. 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](#).

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 required “Alternative Bids.” 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.

1.4 RFP Schedule

The key activities and completion dates for the RFP process are provided in Figure 1. The RFP process is described in detail in Sections 4 and 5.

Figure 1: RFP Schedule¹

ACTIVITY	COMPLETION DATE
Authority releases RFP for Collection and Processing Services	October 25, 2024
Deadline for submittal of written questions before the pre-proposal meeting	November 8, 2024
Mandatory in-person pre-proposal meeting Walnut Creek City Hall 1666 North Main Blvd., 3 rd Floor Conference Room Walnut Creek, CA 94596	November 15, 2024 10 a.m. – 11 a.m. PT
Deadline to submit additional written questions	December 6, 2024
Proposers submit proposals	February 7, 2025 3:00 p.m. PT
Authority conducts preliminary evaluation, clarifies proposal questions	February – March 2025
Authority conducts in-person interviews with one or more proposers	March 10-14, 2025
Authority negotiates with one or more proposers	April – July 2025
Authority Board approves selected contractor	July 24, 2025
Selected contractor begins providing service	March 1, 2027

¹ Note that the Authority, at its sole discretion, may modify this process and/or schedule to best meet the needs of the Authority.

1.5 Background Information

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

Figure 2: Background Information

Resource	Relevant Content	Location
RFP Website	<ul style="list-style-type: none"> • Summary tables of requested services • Account and Service Level Data • Population and growth estimates • Historical collected tons by sector • Inventory of containers currently in service • Current route vehicles, by type • Canyon Accounts and Map • Route Maps • Commercial and Multi-Family Service Levels • Routes and number of stops • Collection Day Boundary Maps • Service Area Maps (Including expansion into Canyon) • Examples of monthly reports • Current Collective Bargaining Agreements • Information on an available truck yard property • Services provided to Member Agency facilities • Inventory of public litter containers • 2023 CalRecycle Electronic Annual Report • Public Education Materials List 	Request for Proposals for Collection Services - RecycleSmart

Resource	Relevant Content	Location
Authority Website	<ul style="list-style-type: none"> • General Information • Solid Waste, Organics & Recycling Services • Current Franchise Agreements • Current Rates • Current Service Area Map 	https://www.recyclesmart.org/
Member Agency Websites	<ul style="list-style-type: none"> • General Information 	https://www.lovelafayette.org/ https://cityoforinda.org/ https://www.walnutcreekca.gov/ https://www.danville.ca.gov/ https://www.moraga.ca.us/ https://www.contracosta.ca.gov/
Member Agency Housing Elements	<ul style="list-style-type: none"> • Planned and Potential Development 	https://www.cityoforinda.org/154/Housing-Element https://www.danville.ca.gov/886/2023-2031-Housing-Element https://www.moraga.ca.us/497/Housing-Element-101 https://www.walnutcreekca.gov/government/departments/housing-programs/housing-policies/housing-element https://www.lovelafayette.org/city-hall/city-departments/planning-building/housing/housing-element https://www.hcd.ca.gov/planning-and-community-development/housing-elements

SECTION 2: BACKGROUND

2.1 Summary of Current Services

The Authority has a collection agreement with Republic. Under the existing collection agreement, Republic collects residential and commercial organics, recyclables, solid waste, and commercial food scraps, from customers within the Authority service area at rates calculated pursuant to the current Franchise Agreement.

Republic may commingle on the route materials collected from the different Member Agencies of the Authority but may not commingle on the route materials collected from within the Authority's service area with materials collected outside of the Authority's service area. This prohibition of on-route commingling of Authority materials with non-Authority materials will continue in the new franchise agreement.

Republic currently delivers all of the Authority's franchised materials to Republic's transfer station at 951 Waterbird Way in Martinez, with the exception of recyclables, which Republic delivers to MDRR's transload facility at 4050 Mallard Drive in Concord. Note that in the new franchise agreement, the selected collection contractor will deliver all of the Authority's materials to MDRR's transfer station and MRF at 1300 Loveridge Rd in Pittsburg, except for source separated commercial food scraps which the collection contractor will deliver to Republic's transfer station at 951 Waterbird Way in Martinez.

Republic Services currently provides all initial customer services, including billing, customer calls and conducting web-based customer interactions.

Provided below is a general overview of some of the services in the current Agreement with Republic:

- Member Agency facility services at no cost to the Authority or the Member Agency
- Special event services and community outreach booth
- Residential curbside collection of household batteries, CFLs, motor oil and cell phones
- Scheduled and on-call services for recyclables, organics and landfill materials
- Disability on-property service at no additional cost and on-property service for a fee upon request
- Hard-to-serve routes
- Outreach and education in partnership with the Authority
- Five (5) Sustainability Advisors to provide technical assistance to commercial and multifamily accounts
- Reporting to the Authority

The Authority has two organics programs: 1) Commingled organics including yard trimmings, food scraps, uncoated food-soiled paper and clean wood; 2) Commercial food scraps, including only food scraps, paper towels, paper napkins, coffee filters, and tea bags. The commingled organics are diverted by composting and the commercial food scraps are diverted through anaerobic digestion at EBMUD's wastewater plant in Oakland. Commercial food scraps are collected from restaurants and other commercial accounts that generate significant food scraps.

The Authority has mature SB 1383-compliant programs. Since 2015, with few exceptions, all customers in all sectors receive weekly three-container collection services (solid waste, recyclables, organics). Only 36% of commercial accounts and 4% of multi-family accounts have been granted waivers from three-

container service. Food scraps and uncoated, food-soiled paper have been allowed in the Authority's commingled organics program since 2015. The current containers in the field have SB 1383-compliant labels and colors, except for the commercial food scraps containers which are currently green and need to be replaced by brown containers by 2036. Republic distributes kitchen food scrap pails and multi-family in-home reusable recycling tote bags to residents and property managers upon request.

SECTION 3: SCOPE OF SERVICES

3.1 Scope of Services Summary / Service Tables

A summary of the requested scope of services is provided here: [Service-Tables-for-2027.pdf](#).

Proposers must submit a "Base Proposal" and all "Alternative Bid(s)." The technical and cost proposals for the Alternative Bids 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 is largely unchanged from current collection services. The linked [service tables](#) utilize red text to indicate differences between the Base Proposal and current collection services.

The [Draft Collection Franchise Agreement](#) presents all 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.

The service tables provide summary information but are in no way intended to be a substitute for 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 the service tables and the specific requirements of the Draft Franchise Agreement, the terms and conditions in the Draft Franchise Agreement shall prevail.

3.2 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, 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. In order to submit an innovative/cost-saving proposal, proposers must also submit the required proposals for Base Services and Alternative Bids, with technical and cost proposals for the required proposals that are separate/disaggregated from the technical and cost proposals for the optional innovative/cost-saving proposal(s).

Notwithstanding the opportunity to identify innovative or cost-saving alternatives, proposers must adhere to the Authority's descriptions herein of services the Authority is not seeking. The Authority is not seeking the following services through this RFP process: Solid waste transfer, solid waste disposal,

commingled organics transfer, commingled organics composting, commercial food scraps pre-processing and transfer, commercial food scraps digestion/composting/diversion, recyclables transfer, recyclables processing, and separate collection of bulky items, electronics, holiday trees, reusable items, clean-up day waste, and illegally dumped waste. The Authority will not consider any proposals for these services or for any other services for which the Authority has already entered into exclusive agreements.

3.3 Labor Policy

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 Article 8.11.G of the Draft Franchise Agreement, the Authority will require 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](#). Labor agreements and MOUs must be included with proposals as attachments to the final Franchise Agreement and future modifications shall be submitted to the Authority. The Authority believes that, in general, it is beneficial to its customers to retain route drivers from who are familiar with the routes in the Authority's service area.

3.4 Collection Vehicles

3.4.1 On-Road Vehicle Requirements

The Authority is not requiring proposers to provide all new vehicles at the beginning of the new franchise agreement, and is not requiring any specific type of vehicle fuel (diesel, CNG, renewable diesel, etc.)

Any internal combustion engine collection vehicles shall meet the 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," (as may be amended). 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.

All Collection vehicles must be equipped with global positioning systems (GPS) and on-board computers (OBC) with customer information, navigation, and route software.

All proposed vehicles must be equipped with air conditioning which must be functional at all times and must be able to be used without negatively impacting the operation of the vehicle.

The Authority has a preference, but not a requirement, for the use of recycled motor oil and biodegradable, non-petroleum hydraulic fluid in on-road vehicles.

Vehicles must be designed and maintained to minimize litter, leaks, and spills.

Vehicles proposed to provide unlimited single-family recyclables and organics collection (per the Alternative Bids) must be capable of being manually loaded, with the hopper or other loading area no more than six feet from the ground.

3.4.2 Transition to Zero Emissions Vehicles

Proposers must submit a plan for transition to Zero Emission Vehicles (ZEVs) that meets state requirements (as may be amended). Proposers may utilize new or used internal combustion engine vehicles (diesel, CNG, or any CARB-compliant fuel) that will be replaced by ZEV's according to the proposed implementation schedule that should be part of the plan. The Authority does not have a preference for a ZEV technology (battery electric vs. hydrogen fuel cell). As a part of its ZEV implementation plan, proposer will submit a ZEV implementation schedule, which details how non-ZEV vehicles utilized in the service area will be replaced by ZEV vehicles over the term of the agreement.

The Authority will compensate the collection contractor for carrying out the ZEV implementation schedule over the term of the agreement. However, the Authority will pay for no more than the contractor's statewide milestone fleet percentage of ZEV's during each rate year specific to the fleet operating in the service area. This results in an obligation that the contractor meets the same percentage for the remainder of their California fleet as they meet for the Authority. For example, if in a given year the Authority's collection contractor was required to have 25% of its Group 3 vehicles in the state be ZEV's, then the Authority would only pay the cost for up to 25% of the Group 3 vehicles used in our service area being converted to ZEV's for that year. A proposer could propose to convert a greater percentage of the fleet in our service area to ZEV's, but would have to bear the additional cost without compensation from the Authority. A proposer could also propose converting a lesser percentage of the fleet in our service area to ZEV's, provided that their overall statewide fleet ZEV percentage met CARB requirements.

The Authority will employ a "pay as we go" approach to the ZEV transition. Our next franchise agreement will begin on March 1, 2027. The collection cost proposals should only reflect any ZEV's that the proposer is proposing to utilize in the Authority's service area during the first year of service. Each proposer shall submit a ZEV implementation schedule for the multi-year term of the agreement detailing the additional ZEV's to be put into service in the Authority's service area each year. Each year the Authority and the selected collection contractor will review the schedule, and the Authority will approve the purchase of any ZEV's required for the upcoming year. Authority staff will ensure that the contractor has appropriately specified the vehicles, obtained competitive pricing, and has utilized all available grants and incentives. This will also allow an opportunity for the Authority to pause or delay ZEV purchases in the event that the regulations are relaxed or delayed. The incremental cost of the ZEV's would be incorporated into the rates at the time that the ZEV's are put into service.

When a non-ZEV vehicle is replaced by a ZEV, the Authority would only increase the collection contractor's compensation by the difference in the annual depreciation cost of the two vehicles, plus the cost of any charging infrastructure. For example, if a diesel vehicle with depreciation of \$45,000 per year were replaced by a ZEV vehicle and charging infrastructure with depreciation of \$90,000 per year, the Authority would increase the collection contractor's compensation by \$45,000 per year. The collection contractor would be required to depreciate the ZEV's over their useful life, and the Authority would not be responsible for any portion of the ZEV's cost that was not fully depreciated by the end of the agreement. For example, if the collection contractor purchased a \$900,000 ZEV and charging infrastructure when there were two years left on the franchise agreement term, and depreciated it over ten years, the Authority would not be responsible for the remaining \$720,000 at the end of the agreement. Similarly,

the Authority would not be responsible for the undepreciated value of the non-ZEV's that are replaced by ZEV's over the term of the agreement.

3.5 Containers

For the Base Proposal, all proposers should assume that they will continue to utilize the existing containers in the field during the next franchise agreement. The Authority has the option to own the existing containers at the end of the current franchise agreement. This includes carts and bins, as well as roll-off containers used for permanent service. The collection contractor will only be required to provide replacement containers over the term of the agreement.

The replacement containers must be "hauler neutral", not marked with a company logo and displaying a customer service phone number specific to the Authority's service area that could be given to the Authority or the next franchisee at the end of the franchise agreement.

For the Base Proposal, the collection contractor shall re-label all existing commercial and MFD bins by the end of rate year 1 and replace or repair/repaint any commercial/MFD bins that are in poor condition.

The Authority is also asking for two Alternative Bids related to containers. One in which all existing carts are re-labeled (sides and lids) by the end of rate year 1, and another in which all existing carts are replaced by the end of rate year 1.

3.6 Maintenance Yard

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

Proposers may propose to sublease a site from the Authority for a maintenance yard. The Authority has an option to lease the South Parcel property (APN 380-030-044-8) adjacent to the Acme Landfill at 950 Waterbird Way in unincorporated Martinez. The property is appropriately zoned and is undeveloped, with no existing buildings, pavement, utilities, or improvements. The Authority may lease from 12 – 55 acres (as requested by the proposer) for a term of at least 15 years. The rent would be \$2,500 per acre per month, and would increase each year by CPI. The rent would be a "Direct Lease" pass-through cost (not subject to profit). Development of a maintenance yard at the South Parcel site would be performed by the collection contractor at its sole cost, and depreciated over 30 years, with the Authority's obligation to buy out the undepreciated amount of the initial development cost at the end of the 15-year base term. The development cost would be eligible for depreciation and interest expense recovery through the rate adjustment process described in Exhibit E of the Draft Franchise Agreement, but the depreciation and interest would not be eligible for the operating ratio calculation. Instead, the Contractor may be entitled to a return on equity calculation in the rate adjustment model. All such compensation provisions shall be negotiated with any shortlisted proposer(s) that intends to use this site. The South Parcel is available to all proposers, but proposers are not required to utilize it and may propose to provide their own maintenance yard locations. Additional information about the South Parcel site and the lease option agreement between the Authority and the property owner are provided on the [RFP webpage](#).

3.7 Notable Local Conditions

The Community of Canyon: At the beginning of the new collection franchise agreement, the Authority's service area will be expanded to include the unincorporated community of Canyon, which has 50 single-family accounts and two commercial accounts. The single-family homes of Canyon receive individual curbside service for solid waste, but self-haul their recyclables and organics to shared containers located at the two commercial accounts (the Post Office and Canyon School).

Rossmoor Senior Adult Community: <https://rossmoor.com> Rossmoor, is a gated senior adult community in Walnut Creek that is home to approximately 9,600 people. It includes approximately 6,700 dwelling units, two golf courses, swimming pools, tennis courts, a fitness center, clubhouses, and a restaurant. Housing includes a wide variety of stand-alone and attached dwellings including cooperatives, condominiums, single-family and multi-family homes spread out over 1,800 acres. Rossmoor contains numerous short dead-end streets ("entries") which often require that a collection vehicle back in or out. Collection from Rossmoor cannot begin until 7:00 a.m. Rossmoor has a variety of collection service arrangements including single-family cart service, multi-family cart service, multi-family and commercial bin service, and drop box service. Contractor's collection services shall include provision of collection services for the Rossmoor Recycling center, which requires collection of drop boxes containing yard trimmings and collection of various recyclables. Contractor shall collect yard trimmings from drop boxes at the Rossmoor Recycling center as frequently as the Rossmoor management requests, and shall provide such service at no additional charge. Rossmoor also employs a third-party container steam-cleaning service and any late collections can interfere with the container cleaning schedule. Rossmoor has historically made all service and billing inquiries through one community representative (Rossmoor's Landscape Coordinator) instead of having individual residents contact the collection contractor's customer service center. The collection contractor shall provide the Rossmoor community with a singular point of contact for service needs, complaints, and billing inquiries. Proposers wishing to visit Rossmoor to assist in preparing their proposals must contact Rossmoor's Landscape Coordinator, Lisa Lankford, at llankford@rossmoor.com to obtain gate access.

Castle Hill Rd. Bridge: This bridge across Tice Creek provides access to the Castle Hill neighborhood in the City of Walnut Creek and unincorporated County. The bridge cannot bear the weight of a standard collection vehicle. The neighborhood is currently served on Saturdays using smaller, lighter "burro" trucks made for hard-to-serve areas. More information is available on the RFP webpage. Republic plans to move the neighborhood from Saturday service to regular weekday service once it obtains additional "burro" trucks.

Other Hard-to-Serve Areas: The Authority's service area contains streets which are hard to serve due to steep, hilly terrain, winding roads, narrow streets, overhanging trees, etc. Republic currently has nine routes (three routes for each material type) which utilize smaller "burro" trucks to accommodate hard-to-serve streets. The burro routes also contain streets which are not hard-to-serve, but are adjacent to hard-to-serve areas. Most of these hard-to-serve areas are in the hilly portions of Lafayette, Moraga, and Orinda ("Lamorinda").

Public Schools: There are seven public school districts located within the Authority's service area. With one exception, all of the school districts currently use Republic for solid waste, recyclables, organics, and commercial food scraps services, with services and rates being identical to those provided to the franchised commercial customers in the Member Agency in which each school is located. The exception is the San Ramon Valley Unified School District, which has its own collection vehicle and self-hauls its solid waste and recyclables. Republic provides organics service, at no charge, to the San Ramon Valley Unified School District schools located within the Authority's service area. Two of the school districts in the Authority's service area also have schools located outside of our service area. The individual schools located outside of our service area do not use our franchised collector, services, Sustainability Advisors, or rates. Most schools within our service area use the commercial food scraps program for their cafeteria scraps and the commingled organics program for their yard trimmings and clean wood.

While public schools are not required to subscribe to the franchised collector's services, the contractor for the next collection franchise agreement will continue to be required to offer services to public schools located within our service area in the same manner it offers service to franchised commercial customers. The contractor shall charge all public schools that subscribe to service at rates that do not exceed the maximum rates for equivalent services provided to franchised commercial customers located within the same Member Agency. Recyclables, organics, and commercial food scraps collection services will be provided to public schools at no charge, even if a public school does not subscribe to solid waste collection services from the contractor, as is the current arrangement with the San Ramon Valley Unified School District's organics.

The Authority has a comprehensive schools recycling program, with technical assistance and public education to schools provided by a third-party consultant, Abbe and Associates. The selected contractor will work in partnership with Abbe and Associates to maximize diversion at the schools located in our service area, and to educate students, parents, faculty, staff, custodians, and administrators, regarding how to recycle at school and at home.

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 the following actions in regard to this RFP process:

- Award an agreement for the collection services requested in this RFP;
- Take no action on proposals received and thus not award any agreement(s);
- Withdraw this RFP entirely;
- Withdraw this RFP, and reissue at a later date;
- Issue subsequent RFP(s) for the same, similar, or related services at a later date;
- Issue addenda and amend the RFP and terms of the Agreement;
- Request additional information and/or clarification from proposers;

- Extend the deadline for submitting proposals;
- Allow for the timely correction of errors and waive minor deviations;
- Reject proposals that do not fully comply with the requirements detailed in this RFP, its attachments, addenda, or clarifications;
- Reject incomplete proposals; proposals containing errors, inconsistencies, false, inaccurate or misleading information; proposals submitted after the deadline; and/or, proposals with other process or content errors or deficiencies;
- Award an agreement to a proposer(s) based on a combination of its qualitative and quantitative attributes;
- Reject a proposal, or decline to award an agreement, based upon concerns about a proposer's ability to satisfactorily perform. The Authority may consider, among other things, a proposer's performance of the same or other services in the Authority's service area or other service areas;
- Award an agreement to a proposer(s) without further discussion or negotiation;
- Award an agreement to a proposer where facilities that may be required to perform the services are not operational at the time of award;
- Negotiate changes in the services proposed and/or described in the RFP or to incorporate programs proposed by others; and negotiate changes to the pricing, terms and conditions of the Agreement;
- Negotiate with selected contractor(s) for a later, and/or flexible commencement date; or,
- Take other actions the Authority deems is in the best interest of its residents and businesses.

4.2 General RFP Agreements

This RFP does not constitute an agreement of any kind between the Authority and proposer nor does it obligate the Authority to award the Agreement to proposer or to proceed with the development of any project or service described in response to this RFP.

Proposer's response to this RFP shall be prepared at proposer's expense, with the express understanding that there shall be no claims whatsoever for reimbursement from the Authority for the cost or expense of such preparation, or for any subsequent aspect of the procurement process.

Submittal of a proposal shall be deemed a representation that proposer has investigated all aspects of the RFP, is aware of the applicable facts pertaining to the RFP process, its procedures, and requirements, and has read and understands the RFP.

Submittal of a proposal constitutes proposer's acknowledgment and acceptance of the terms and conditions contained in this RFP, its attachments, addenda, or clarifications, and the Agreement, unless an exception to any specific terms and conditions is expressed in writing in the proposal. In particular, the RFP contains the Authority's anticipated form of Agreements ([Attachment A](#)). Proposer's proposal must identify with specificity any terms or conditions in Attachment A that proposer seeks to negotiate or

modify, and any assumptions in or conditions to its proposal. The Authority reserves the right to refuse to negotiate any provision that is not clearly identified in proposer's proposal.

Submittal of a proposal signifies that proposer commits that to the best of its knowledge and based on completion of its due diligence, all information contained in the proposal is true and accurate.

Submittal of a proposal signifies proposer's commitment to provide the proposed services. The proposal and the related pricing must be firm for twelve (12) months after submittal. Proposals may not be altered after submittal except in response to the Authority's request for clarification or negotiation of a final Agreement consistent with the above. Acceptance of the proposal by the Authority obligates proposer to enter into an Agreement with the Authority consistent with its proposal.

With submittal of a proposal, proposer acknowledges that the Authority has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by proposer, and proposer grants the Authority permission to make these inquiries and to provide any and all related documentation in a timely manner.

4.3 Disclaimer

To the best of the Authority's knowledge, all data and information provided in this RFP and in subsequent communications are accurate. However, the Authority and its consultants are in no way responsible for any inaccurate, inconsistent, or incomplete data or information. In submitting a proposal, proposer agrees to waive any claims against the Authority or its consultants for loss or damages incurred by Proposer for its reliance on data and information contained in the RFP or subsequent communications.

4.4 Conflict of Interest and Prohibited Contracts

No person performing services for the Authority shall have a financial or other personal interest other than employment or retention by the Authority or its Member Agencies in any contract or subcontract in connection with this RFP 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 Public Records

All proposals and other records submitted in response to this RFP and the procurement process will become the property of the Authority. To preserve competition and the Authority's ability to achieve the most favorable results for the customers in the service area, the Authority anticipates that proposals and other records will be exempt from disclosure under the California Public Records Act (Government Code Section 6250 et seq.) unless and until the Authority recommends that the Authority Board award agreement(s) for collection services. After such time, proposals and other records may be subject to public inspection and disclosure under state law.

If a proposer believes any portion of its proposal (including any related or other records submitted in response to this procurement process) is exempt from disclosure under state law, that proposer must clearly mark each such page of the proposal or other record with the notation “Confidential” **before** submitting the proposal to the Authority. If the Authority receives a request under state law for disclosure of records that Proposer has marked as confidential and Authority plans to disclose such records, the Authority will promptly notify the proposer so that the proposer may, if it so desires and at its sole expense, pursue a reverse-Public Records Act action, seeking a court order precluding the disclosure of the records.

Written questions from proposers regarding the RFP, per Section 4.6.2 below, and the Authority’s responses, will be posted to the Authority’s RFP Web Page, with notification to the RFP Distribution List and without identifying the party asking the question. These questions and answers will become part of the public record.

4.6 Proposal Communication and Submittal Process

Proposers submitting proposals to the Authority shall follow the procedures described in this Section 4.6 and the procedures included in subsequent clarifications or addenda to this RFP that may be issued by the Authority or its consultant.

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

To be placed on the list of interested parties, email RFP2024@RecycleSmart.org. 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 email. Be sure to adjust computer settings as necessary to allow receipt of emails from the domain “recyclesmart.org.”

4.6.2 Step Two – Submission of Written Questions

The Authority directs proposers to submit all questions and requests for information or clarification regarding this RFP in writing by email to: RFP2024@RecycleSmart.org. 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 the Authority’s RFP Web Page, with notification to the RFP Distribution List and without identifying the party asking the question.

4.6.3 Step Three – Mandatory Pre-Proposal Meeting

The mandatory pre-proposal meeting will be held in-person at the time, date, and location shown in Figure 1. Attendance at this meeting is mandatory. 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 4.6.2) 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 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.

4.6.4 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 “CCCSWA Proposal Submittal, Email 1 of 2,” etc. Proposers must submit and receive confirmation of receipt of the following three (3) files before the deadline:

1. The proposer’s complete proposal except for cost forms and Draft Franchise Agreement shall be submitted in Adobe PDF format.
2. The cost proposal forms shall be separately submitted as Microsoft Excel files.
3. The Draft Franchise Agreement shall be provided as a Microsoft Word document with any edits and exceptions shown in track changes mode, as further described in Section 5.9.

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:

CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY COLLECTION SERVICES PROPOSAL

Name of Proposer:

Address:

Contact Person:

Telephone Number:

E-mail:

Proposals must be emailed to: RFP2024@RecycleSmart.org.

All proposals must be received by 3:00 p.m. PT on February 7, 2025. Proposals received after this time and date may be rejected.

4.6.5 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. 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.

4.6.6 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. Members of the Authority's Board of Director's may also take part in any interviews and tours, but not the negotiations.

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 shall 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 timely resolution to the process. If a proposer fails to prioritize negotiation meetings with the Authority and demonstrates a lack of availability and flexibility in scheduling negotiation meetings, the Authority may terminate negotiations with that proposer. The Authority may choose to negotiate final agreements with more than one (1) proposer 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 Board.

4.6.7 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.

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 below. 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.

i. Cover Letter

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. Collection Service Quality
3. Vehicle Maintenance Plan
4. Zero Emissions Vehicle (ZEV) Implementation Plan
5. Maintenance Yard
6. Emerging Technologies
7. Inspection for Unpermitted / Excluded / Hazardous Waste
8. Contamination Detection and Reduction Plan
9. Public Education, Outreach, and Technical Assistance Plan
10. Customer Service
11. Billing
12. Implementation Plan
13. Subcontractors
14. Management and Customer Service Systems

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

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.

The cover letter for each proposal must unequivocally indicate that the proposer unconditionally agrees to adhere to the Franchise Procurement Process Integrity Policy and acknowledgement that the proposer is responsible for ensuring compliance with the Policy on behalf of their employees, agents, consultants, lobbyists, or other entities and individuals acting on their behalf. A proposer's failure to adhere to any section of the Policy may result in the Authority disqualifying that proposer from award of a franchise.

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 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., organics collection, recyclables 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, email 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.

By providing a jurisdiction's representative, the proposer authorizes the Authority to contact that person as a reference.

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, email address, and telephone number of the jurisdiction's representative responsible for administering the agreement;
- The number of residential and commercial customers served;
- 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).

By providing a jurisdiction's representative, the proposer authorizes the Authority to contact that person as a reference.

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
- Operations Manager
- Customer Service Manager

Also provide the name, contact information, and qualifications for the person who will serve as the required full-time dedicated Municipal Contract Manager who will be 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 3.3 of the RFP and identify the labor organization(s) the proposer will work with, along with the nature of the collective bargaining agreement(s). If services will be provided under an extension or renewal of an existing labor agreement, proposer must provide a copy of the full agreement including all amendments, extensions, and/or renewals. If new labor agreement(s) will be negotiated prior to the commencement of the new Franchise Agreement, proposer must provide a memorandum of understanding between the labor organization and company outlining the terms and conditions of the agreement, wage rates, employee benefits, and work rules. Pursuant to the requirements of Section 3.3 of the RFP, identify if, and how, the proposed plans, wages, benefits, and/or work rules differ from the labor agreements in place for employees currently serving the Authority and employed by Republic.

5.4.6 Past Performance Record

1. Satisfactory performance in other Agreements. Demonstrate that the proposer has provided high-quality, on-time, responsive, customer-focused collection services and achieved high levels of customer and contracting agency satisfaction in the past performance of similar agreements with comparable agencies. The Authority reserves the right to conduct reference checks and satisfaction interviews with any current or past municipal agencies that proposer discloses (including the agency contacts provided per Section 5.4.3.) or that Authority determines the proposer has contracted with previously.
2. 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.
3. 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).

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, transfer, materials recovery and organics processing 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 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 the Cost Proposal forms 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 (Required)

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 recyclables 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 organics, food scraps, recyclables, 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 show how tonnage will be allocated between customer types (single-family, multi-family, commercial) if multiple customer types are collected on a single route (e.g., organics 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,
- Types, sizes, and manufacturer's specifications of replacement containers to be utilized.

If the proposed methodology or equipment relies on split containers/vehicles, 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-serve areas.

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 Collection Service Quality

The Authority, its residents, and businesses value collection service quality. Among the important measures of service quality are:

1. Collection on the scheduled day
2. Minimization of litter and spills attributable to collection
3. Returning containers to their set-out location after service, upright, with lids closed

Submit your plan to ensure collection service quality, including having sufficient drivers and vehicles to ensure that routes are completed on the scheduled day and not carried over to the next day. Describe

how you will promote and evaluate overall customer satisfaction with their collection services. You may propose other elements of quality collection service in addition to the three mentioned above.

Please provide the following information regarding your proposal:

Vehicle Spare Ratio

Vehicle Tye	Number of Authority Routes	Number of Non-Authority Routes**	Total Routes	Total Vehicles	Spare Ratio (Total Vehicles / Total Routes)
Automate Side Loader					
Hard-to-Serve*					
Front-End Loader					
Roll-Off					
Flatbed					

* Smaller vehicles used on hard-to-serve routes, e.g. "Burro" trucks

**The number of non-Authority routes is only needed if the proposer is proposing to share spare vehicles between the Authority and other non-Authority jurisdictions.

Add other vehicle types as needed.

Driver / Route Ratio

Number of Authority Routes	Number of Non-Authority Routes*	Total Routes	Total Drivers**	Driver / Route Ratio (Total Drivers / Total Routes)

*The number of non-Authority routes is only needed if the proposer is proposing to share pool drivers between the Authority and other non-Authority jurisdictions.

**Total drivers should include drivers with regular assigned routes plus pool drivers. It should include all drivers (regular and pool) for the jurisdictions sharing the driver pool (Authority and non-Authority).

Driver Hours Per Route and Per Day

1. The proposed driver hours per typical workday needed to complete a route

2. The proposed total hours per typical workday for a collection driver, including the time needed to complete their regularly assigned route, plus any additional work hours spent on reassignment covering other routes

Do not include paid time off when calculating the figures above.

Service Quality Metrics

Propose metrics to measure service quality (e.g. missed pick-ups per 1,000 service opportunities) and what your company considers to be an acceptable standard for each metric (e.g. no more than x missed-pickups per 1,000 service opportunities). Provide statistics from other jurisdictions where your company provides collection services to demonstrate your company’s ability to provide high quality collection services. Explain how your metrics are defined and measured.

Provide any other metrics that your company uses to evaluate collection effectiveness and efficiency that proposer would be willing to share on an on-going basis with the Authority.

5.5.3 Vehicle Maintenance Plan

Describe how you propose to ensure that the vehicles used to provide collection service to the Authority are properly maintained such that: 1) Vehicles are safe to operate; 2) There are sufficient working vehicles available each day to complete all routes on the scheduled day; 3) Vehicle downtime is kept to a minimum; and 3) Spills of hydraulic fluid and other liquids are prevented. Your maintenance plan should include the number of mechanics and technicians (by classification) that you propose to employ in for this agreement, and any outside vendors that will be used.

Please provide the following information:

Vehicle to Mechanic Ratio

Number of Vehicles	Number of Mechanics	Vehicles / Mechanics

If you are proposing to use a shared maintenance shop to serve both the Authority and non-Authority jurisdictions, use the total number of vehicles and mechanics (Authority + non-Authority).

Note that the Authority prefers, but does not require, the use of recycled motor oil and biodegradable non-petroleum hydraulic fluid in collection vehicles.

As stated in Section 3.4.1, All proposed vehicles must be equipped with air conditioning which must be functional at all times and must be able to be used without negatively impacting the operation of the vehicle.

5.5.4 Zero Emissions Vehicle (ZEV) Implementation Plan

Use this [form](#) to show how ZEV’s will be phased in and depreciated over the term of the agreement.

Describe your understanding of California’s Advanced Clean Fleets Regulation and your company’s plans and schedule to comply, both in the Authority’s service area and statewide. Provide the size of your

company's current statewide fleet, by Milestone Group (Groups 1, 2, and 3). Specify which type(s) of ZEV's you are planning to utilize (battery EV, hydrogen fuel cell, other) and why. Describe your company's existing experience operating and maintaining ZEV's. Discuss any anticipated challenges to implementing your plan and how you will overcome them. State how many ZEV's you estimated will be needed to do the work of one diesel or CNG vehicle.

The ZEV Implementation plan must also include a detailed ZEV implementation schedule showing all vehicles to be utilized in the Authority's service area for each year of the agreement, and detailing how ZEV's will be phased into use in the Authority's service area.

5.5.5 Maintenance Yard

Describe the proposed location(s) of your maintenance yard that will be used to provide collection service to the Authority's service area. Describe the operations that will take place at the maintenance yard, such as collection vehicle parking, collection container storage, employee parking, vehicle and equipment maintenance facilities, and offices. 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.

Indicate if the proposer wishes to sublease the South Parcel property being offered by the Authority, and how many acres (12 – 55) would be utilized. If you are planning to use the South Parcel site, please describe your planned improvements to that property, such as paving, fencing, stormwater controls, number and types of structures, fueling/charging for vehicles, maintenance equipment, paint booth, and container storage. Provide a detailed breakout of your development cost estimates.

5.5.6 Emerging Technologies

Describe the proposer's approach to identifying, piloting, assessing, and integrating emerging technologies that relate to providing the collection, billing, customer service, outreach, technical assistance, and reporting services being requested in this RFP.

5.5.7 Inspection for Unpermitted / Excluded / Hazardous Wastes

Submit your procedure to prevent the collection of unpermitted, excluded, and hazardous wastes. The collection contractor shall use Standard Industry Practice to detect unpermitted waste and/or excluded waste in a uniform manner and shall not knowingly collect unpermitted waste and/or excluded waste or deliver unpermitted waste and/or excluded waste to the designated facilities.

5.5.8 Contamination Detection and Reduction Plan

When the collection contractor delivers recyclables and organics to MDRR's MRF and transfer station, spotters on the tipping floor will record the contamination level of each load. The collection contractor will be responsible to pay for additional processing and disposal costs for loads of recyclables exceeding

25% contamination and for loads of organics exceeding 10% contamination. Proper separation of materials by customers is also important for SB 1383 compliance and to maximize diversion.

Propose a plan to detect contamination at the source, and to provide incentives to customers to properly separate their materials. Include how contamination will be detected for customers with fully automated collection. Examples of customer incentives for proper separation include, but are not limited to, non-collection of contaminated materials, financial penalties for contamination (“contamination fees”), financial rewards for properly separated materials, other forms of positive reinforcement (e.g. “good job” tags), and increased education efforts to customers with contaminated materials. Describe any grace periods (e.g. non-collection after x courtesy pick-ups) and notification methods (e.g. paper non-collection notices, paper courtesy collection notices, e-mailed photos of contamination, phone calls, site visits, etc.) to be utilized in implementing your plan. The plan should also consider solid waste containers containing significant amounts of recyclable or compostable materials to be “contaminated.” The plan should include all material types and customer types. It may utilize different methods for different types of customers. The plan should balance the need to enforce proper source separation with the goal of overall customer satisfaction and high-quality customer service.

5.5.9 Public Education, Outreach, and Technical Assistance Plan

The Authority places the utmost importance on effective public outreach, education and assistance in helping residents and businesses fully understand options for and benefits of source reduction, reuse, recycling, and composting. The Authority develops high quality printed, web-based and various other forms of outreach and education for the residential, commercial and multifamily sectors.

The collection contractor will employ no fewer than five (5) full-time Sustainability Advisors (recycling coordinators) dedicated to the Authority. These five Sustainability Advisors will provide in-person technical assistance and education for accounts, businesses, multi-family complexes, schools, neighborhoods and HOA’s determined by the Authority. They will participate in field work, waste audits, site visits, community events, presentations, and data gathering and analysis. They will assist customers to resolve service problems and identify opportunities for increased diversion. The Sustainability Advisors will educate customers on how to properly source separate their discards and comply with SB 1383 and related regulations. They will assist the Authority in monitoring, achieving, and verifying customer compliance with solid waste regulations.

The Authority website, www.RecycleSmart.org, will be the sole website used for outreach and education materials unless otherwise determined by the Authority. The Authority will produce and provide most outreach materials. The collection contractor will work collaboratively with Authority staff to design outreach materials, and review and comment on draft materials created by the Authority. The Authority will provide indoor containers (kitchen pails, multi-family reusable recycling tote bags, and “Slim Jims”) for the collection contractor to distribute.

Refer to [this link](#) for a description of the responsibilities of the Authority and the collection contractor and a list of the outreach and education materials, resources and supplies that the selected service provider may need to store and distribute.

The selected service provider will be required to, at a minimum:

- Provide a Transition Outreach Checklist (per Article 7.1.A.2 of the Draft Agreement) within 90 days after the effective date of the Agreement
- Submit an annual Outreach Plan
- Perform annual Diversion Opportunity Assessments as determined by the Authority using a minimum of five (5) contractor-provided Sustainability Advisors for the multifamily, commercial and single-family sectors
- Meet with the Authority monthly and upon request to discuss and plan for outreach, education and technical assistance
- Review all outreach and education developed by the Authority upon request
- Maintain mailing records for all customers including purchasing business, multifamily tenant, and residential mailing lists for Authority use by March 1 annually
- Timely installation of annual vehicle signs developed by the Authority
- Participate at community events determined by the Authority
- Store and distribute outreach and education materials provided by the Authority
- Produce and deploy Authority-designed signs on collection vehicles (3 designs per year)

Please provide a public education, outreach and technical assistance plan that describes the proposer's approach to providing technical assistance to multi-family customers and commercial businesses. Based upon your prior experience, suggest best practices for contacting and visiting multi-family dwellings and commercial businesses. Describe a typical site visit, including activities and data collection. Provide examples of any outreach pieces or tools that you propose to have your Sustainability Advisors utilize to provide technical assistance. Give examples of the types of training and presentations your Sustainability Advisors would make to residents and businesses. Suggest design and activities for information booths at public events. Identify what you believe are key messages to be shared with the public regarding their solid waste, recycling and organics services.

Please note that the collection contractor's technical assistance program will not preclude the Authority, Member Agencies, other contractors/consultants, or an Authority or Member Agency designee from also meeting with customers. The contractor shall permit the Authority, Member Agencies, or their consultants/agents to recommend service level changes to customers, even those that may reduce revenue, and the Contractor shall implement those changes or an equivalent that meets the Contractor's safety and operational requirements.

5.5.10 Customer Service

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

- Describe where the proposer's Customer Service Representatives (CSR's) will be located. Will they be working remotely or in an office? If an office, where will it be located? The Authority requires that proposers locate CSRs in or near (within 30 miles) of the Authority service area. Contractor's Base

Proposal should assume a local call center. You may submit a lower-cost Alternative Bid for a more remote call center.

- The collection contractor must provide at least five Customer Service Representatives (CSR's) and one customer service manager who are dedicated to the Authority's customers, trained and qualified to answer questions about its services and rates, and do not take calls from outside of our service area. CSR's shall be available to receive calls from the Authority's customers from 7 a.m. to 6 p.m. PST, Monday through Friday. Please specify in your proposal the number of full-time equivalent CSRs that will be dedicated to the Authority's customers. Specify how many other CSR's will be working in the same location, and your plan for spill-over calls and coverage for absences. Describe how calls will be handled/reported, how many calls are expected per CSR per day. Describe any changes you will make to your current CSR operation to accommodate the Authority. State the salary range for CSRs and managers.
- Confirm that the company has a website that customers may access to pay bills, request services, and submit inquiries or complaints, and provide the URL's of example websites maintained by your company. Confirm that customers can email their queries (including photos/videos) and specify the maximum turn-around time for responses. Confirm that the website can be linked to the Authority website by a one-click link. Note that the Authority website www.recyclesmart.org will be focused on public education, while the collection contractor's website will be focused on billing and customers service.
- 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 the 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.

5.5.11 Billing

To ensure that customers in the Authority service area obtain competent, professional, and courteous customer service with regard to billing matters, the 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 the proposer has accomplished.
- 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.

5.5.12 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 by March 1, 2027. The plan should include:

- How and when the proposer will order and obtain the necessary equipment (vehicles, containers)
- The process to develop or expand the proposer's maintenance yard (if needed) including adding ZEV fueling/charging infrastructure and related utility upgrades
- The process for transitioning displaced workers in conformance with the requirements of Section 3.3 of this RFP.
- The process for hiring and training other needed employees, by classification (drivers, mechanics, technicians, CSRs, supervisors, managers, dispatchers, Sustainability Advisors, accountants, controllers, clerical staff, etc.)
- Purchase and installation of any new required software, computer, and data management systems
- Creation of routes and maps (with sufficient time for Authority review and approval)
- Transition of customer service level and billing data from the previous contractor (if needed), input of the rates that will take effect on March 1, 2027, creation of billing cycles, and the dates that the first bills will be sent to Authority customers
- A plan to re-label all commercial and multi-family bins and repair/repaint them as needed by June 30, 2028
- A schedule listing key events (e.g., equipment procurement, public education, employee hiring and training), duration, and expected completion date of each event.
- Contingency plans that will be in place for various aspects of the implementation process.

5.5.13 Subcontractors

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

5.5.14 Management and Customer Service Systems

Proposer shall describe the management systems and customer service systems it 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, types of equipment and software used to maintain routing information and customer service information, and period of time the company has operated these systems;
3. Management procedures for managing inquiries and complaints and procedures used to minimize complaints (e.g., missed pick-ups, noise, spills) and to identify and reduce repeat calls and complaints;
4. Description of system capability and/or procedures to ensure timely accessibility of information by jurisdictions served;
5. Identification of whether the system is used company-wide or for select jurisdictions (listing which jurisdictions);
6. Description of how the customer service information interfaces with route and billing data and provision of examples of reports that summarize single-family and commercial customer information (name, address, service location, level of service, complaints, etc.);
7. Description of your company's internal performance standards/targets as well as procedures used to satisfactorily respond to, record, and report common customer complaints such as: missed pick-ups; spills and litter resulting from collection; collection schedule changes; broken or missing containers; improperly prepared set-outs; noise complaints; traffic and sidewalk obstruction during collection; and, safety around collection vehicles during operations;
8. Description of how the company measures customer service with regard to the call center's responsiveness and accuracy of responses, as well as the quality of collection service. Identification of specific performance metrics or targets your company tracks. Provision of copies of actual reports for at least three jurisdictions that document the actual performance level against your targets including, at a minimum, average hold times of the customer service call center and missed pick-ups;
9. Provision of copies of monthly or quarterly reports submitted to at least two (2) jurisdictions that document monthly tonnage, customer account, and complaint information;
10. Demonstration of the ability to report the information required in Article 6 and Exhibit D of the Draft Franchise Agreement if not demonstrated through the presentation of information required above;

11. Description of prior experience utilizing Recyclist, or a similar web-based technical assistance software, including jurisdictions in which the software has been utilized, and the types of data your company has recorded; and,
12. 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 Bid Services (Required)

For the Alternative Services described in the [Service Tables](#), provide a description of the proposer's approach to providing each service. Note that a response to this Section is a required element of the proposal; it is not optional. Cost proposal information for Alternative Services must be provided in the proposal forms.

5.7 Innovative and Cost-Saving Services (Optional)

Providing a response to Section 5.7 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.

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

- 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.

5.9 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.

Please complete the [cost proposal forms](#) assuming that none of your proposed exceptions to the Agreement will be accepted by the Authority. If you are proposing exceptions with a significant monetary value, itemize the corresponding reduction / increase in proposed compensation for each exception that is accepted by the Authority. Please utilize the comment feature in the MS Word version of the draft Agreement to note the compensation impacts of your exceptions, in the same section in which you describe the exception.

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 MS Word version of the Draft Franchise Agreement with its proposal as specified in Section 5.9.

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 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.

5.10 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 forms](#) using the forms provided. 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 the following components:

1. Cost Proposal for Base Services (Required)
2. Cost Proposals for Alternative Bid Services (Required)
3. Cost Proposal(s) for Innovative/ Cost-Saving Services (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.

5.10.1 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 [Service Tables](#) and further described in the Draft Franchise Agreement.

3. **Valid for the Twelve (12) Month Period Ending February 29, 2028.** Rate Year One is a sixteen (16) month period from March 1, 2027 through June 30, 2028. Costs shall be proposed for the twelve (12) month period from March 1, 2027 through February 29, 2028. Capital costs on Form 4 shall be presented in current dollars (2025), reflecting the estimated cost of purchase on or about the contract execution date.
4. **Wage and Benefit Requirements.** Labor costs shall reflect the labor policy presented in Section 3.3 of the RFP, and proposals shall anticipate necessary changes to reflect inflation and negotiated labor contract terms.
5. **Depreciation and Interest.** For purposes of determining depreciation and interest expense, proposer shall assume a 15-year life for Internal Combustion Engine (ICE) vehicles such as CNG and diesel vehicles, a 10-year life for ZEVs, and a 10-year life for containers, and shall depreciate the vehicles and containers over those lifespans.
6. **Start-Up Costs Annualized.** Start-up costs related to implementation of the new Franchise Agreement shall be annualized over a fifteen (15) year period and shown on Form 6E for the base cost proposal.
7. **Fuel.** For the Base Proposal, all annual vehicle and related fuel costs shall reflect the fuel chosen by the proposer for the Base Proposal.
8. **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.
9. **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.
10. **Reimbursements.** Forms 5 and 6 of the cost proposals include the Authority Reimbursements to be included in the cost proposal. The Authority reserves the right to modify reimbursements before commencement of the Franchise Agreement.
11. **Service Level Assumptions.** For the purposes of preparing the cost proposal, the current collection contractor's reported services levels are provided via the [Background Information](#) link on the RFP webpage. The proposer shall develop 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.

5.10.2 Cost Proposal for Base Services (Required)

Proposers are required to submit a base cost proposal using the [cost proposal forms](#) provided on the RFP webpage. On the base cost proposal forms, proposers are required to present operating statistics, an annual cost proposal, and a rate proposal.

5.10.3 Cost Proposal for Alternative Services (Required)

The Authority has identified alternative services the Authority may choose to include in the scope of the final Franchise Agreement ([Service tables](#)).

Proposers are required to submit separate operating statistics and costs for each of the Alternative services listed in the service tables, reflecting the incremental cost increases/decreases for the service above/below costs reflected in the base cost proposal.

If the Authority chooses one (1) or more alternative services, the annual costs and rates presented in the final base cost proposal will be modified as needed to reflect the selected alternative services.

5.10.4 Cost Proposal for Innovative and Cost Saving Services (Optional)

Proposers are encouraged to submit separate operating statistics and costs for any innovative or cost savings proposals as described in Section 3.2, 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 a proposed optional innovative service, the annual costs and rates presented in the final base cost proposal will be modified as needed to reflect the selected innovative services.

5.11 Other Proposal Forms

5.11.1 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.

5.11.2 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 D.

5.11.3 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 D.

5.12 Additional Information (Optional)

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

SECTION 6: PROPOSAL EVALUATION PROCESS

An evaluation team will be assembled by the Authority, which will include Authority staff and consultants. The evaluation team will be overseen by a temporary subcommittee of the Authority's Board of Directors (the Franchise Vendor Selection Ad Hoc Committee).

The evaluation team will confirm that the proposals meet the minimum qualifications (described below) and conduct an evaluation of the proposals. The expected evaluation criteria are described below. The evaluation team may seek additional information and ask clarifying questions of the proposers and may invite one or more proposers to participate in interviews. The evaluation team may contact proposer references. The evaluation team may consider any other information, speak with any other entities, or consider any information it is aware of from past performance that it deems relevant to the evaluation. The evaluation team may ask proposers to consider additional information provided by the Authority and submit a revised proposal. The evaluation team may then recommend one or more proposers to participate in negotiations for award of an agreement.

The Authority will seek to negotiate terms for an agreement(s). If agreement cannot be reached as determined by Authority staff in their sole discretion, then negotiations may be entered with another proposer(s). The Authority staff may recommend that the Board of Directors award one negotiated agreement. There shall be no binding agreement with any proposer unless and until an agreement is awarded by the Authority Board, at its sole discretion. The Authority reserves the right not to award any agreement(s) through this RFP process.

6.1 Minimum Qualifications

To qualify to submit a proposal, respondent companies must meet all of the minimum qualifications stated below:

- Ability to provide the proposed services by 3/1/2027
- Minimum of 5 years of experience providing the proposed services in California
- Sufficient financial resources to perform the proposed services (as evidenced by the financial statements submitted per Section 5.4.7.
- Submission of a complete and responsive proposal by the deadline (by **3:00 p.m. on February 7, 2025**, unless amended in advance by the Authority)

The evaluation team will ensure that each proposal meets the minimum qualifications. The Authority reserves the right to waive immaterial deficiencies in a proposal, in its discretion. Any proposal that does not meet the minimum qualifications may be rejected without further consideration.

6.2 Evaluation Criteria

The expected evaluation criteria are described below. The Authority reserves the right to consider additional criteria that it deems are required by and appropriate for the public health, safety, and well-being of its constituents, and to weigh the criteria as it deems appropriate, in its sole discretion. The evaluation criteria are summarized as:

- **Environment.** Factors include, but are not limited to, ability to divert solid waste from disposal; expected improvements (or reductions) in air quality, greenhouse gas emissions, water quality, soil quality, and traffic impacts.
- **Service Quality.** Factors include, but are not limited to, demonstrated experience successfully providing similar services; ability to provide high-quality on-time collection services; demonstrated positive customer and public agency relations; demonstrated strength of management approach to deliver services; track record of disruptions due to operational issues, labor relations issues, litigation (initiated by or defended by company), regulatory action, or other factors; demonstrated adherence to contract terms; and demonstrated compliance with applicable law.
- **Cost.** Factors include, but are not limited to, proposed costs; estimated monetary value of requested exceptions to the draft Agreement; and demonstrated adherence to negotiated contract pricing and cost terms over the life of the contract.
- **Technical Proposal.** Factors include, but are not limited to, reasonableness and credibility of operating plans; sufficient resources (vehicles, drivers, mechanics, CSR's etc.) proposed to provide quality service; demonstrated culture of and commitment to health and safety; demonstrated ability to operate efficiently and employ innovation and technology; credibility, accuracy, and transparency in reporting systems; quality and condition of vehicles, and equipment, and commitment to maintain them in a state of good repair.

Note that costs are not the only evaluation criterion, and that the Authority is not obligated to select the lowest-cost proposal. The Authority is seeking to obtain the highest value for its rate-payers: cost relative to the value of the services provided. For example, the Authority may select a proposal that is not the lowest cost but provides materially superior environmental and performance quality benefits with anticipated strong contractor adherence to contract terms and commitments. The Authority seeks to avoid entering into an agreement with an irresponsibly low bidder that has not proposed sufficient resources to provide on-time high quality collection services.

Please note that for the purposes of evaluating the cost proposals, the Authority may develop its own estimation of the variables (e.g. tons, subscription levels) and use its assumptions to compare one company's proposal to other companies' proposal.

6.2.1 Protest Procedures

The Authority will provide each proposer written notice of the Authority's intent to award an agreement. Any proposer that wishes to protest/appeal the decision must submit a written protest to the Authority no later than five (5) calendar days following notification of the proposed award. The written protest must contain a detailed description of all bases for the protest and shall be signed and dated. Protests shall be addressed to:

David Krueger
Executive Director
CCCSWA
1850 Mt. Diablo Blvd., Ste. 320
Walnut Creek, CA 94596
david@recyclesmart.org

The Executive Director shall inform the protester in writing of the decision in response to the protest, stating the reasons for the decision, and responding at least generally to each material issue raised in the protest. The Executive Director's decision regarding a protest is final. The protester may seek a remedy in state or federal court, as appropriate, from the final action of the Authority Board of Directors.

Failure to submit a timely protest in accordance with the procedures described here shall waive a Proposer's right to appeal the Authority's decision. All claims shall be presented in the manner described here prior to the filing of any action on such claims, and no such action may be maintained by a person who has not complied with the requirements herein.

Please note that at the September 28, 2023 Board meeting, the Authority's Board of Directors voted to direct staff to "Inform all potential proposers that the Board will not consider any new or revised proposals, pricing, services, or business terms from any proposer once its competitors' pricing and proposals have been made public."



**ATTACHMENT D:
SECRETARY’S CERTIFICATE**

The undersigned, being the Secretary of _____, a
Company Name
California corporation (“the Company”), does hereby certify that the following resolution was adopted by the Board of Directors of the Company and that such resolution has not been amended, modified or rescinded and is in full force and effect as of the date hereof:

RESOLVED, that _____ be, and hereby is, authorized to
Name of Designated Representative
sign the Company’s proposal and execute by and on behalf of the Company any and all agreements, instruments, documents or papers, as he/she may deem appropriate or necessary, pertaining to or relating to the **Request for Proposals for Organics, Recyclables, and Solid Waste Collection Services** issued by the Central Contra Costa Solid Waste Authority, and that any such action taken to date is hereby ratified and approved.

Dated: _____

ATTACHMENT E: ANTI-COLLUSION AFFIDAVIT

Anti-Collusion Affidavit

The following affidavit is submitted by proposer as a part of their proposal for organics, recyclables, and solid waste collection services.

The undersigned deponent, of lawful age, being duly sworn, upon his oath deposes and says that he/she has lawful authority to execute the within and foregoing proposal; that he/she has executed the same by subscribing his/her name hereto under oath for and on behalf of said proposer; that proposer has not directly or indirectly entered into any agreement, express or implied, with any proposer or proposers, having for its object the controlling of the price or amount of such proposal or proposals, the limiting of the proposals or proposers, the parceling or farming out to any proposer or proposers or other persons of any part of the agreement or any part of the subject matter of the proposal or proposals or of the profits thereof, and that he has not and will not divulge the sealed proposal to any person whomsoever, except those having a partnership or other financial interest with him in said proposal or proposals, until after the said sealed proposal or proposals are opened.

Deponent further states that the proposer has not been a party to any collusion among proposers in restraint of freedom of competition, by agreement to make a proposal at a fixed price or to refrain from submitting a proposal, or with any Central Contra Costa Solid Waste Authority staff, Town of Danville staff or official, Town of Moraga staff or official, City of Lafayette staff or official, City of Orinda staff or official, City of Walnut Creek staff or official, or Contra Costa County staff or official as to quantity, quality, or price in the prospective agreement; or in any discussions between proposers and any Central Contra Costa Solid Waste Authority staff, Town of Danville staff or official, Town of Moraga staff or official, City of Lafayette staff or official, City of Orinda staff or official, City of Walnut Creek staff or official, or Contra Costa County staff or official concerning exchange of money or other things of value for special consideration in the letting of an agreement; that the proposer/Company has not paid, given or donated or agreed to pay, give or donate to any official, officer or employee of the Central Contra Costa Solid Waste Authority, Town of Danville, Town of Moraga, City of Lafayette, City of Orinda, City of Walnut Creek, or Contra Costa County directly or indirectly, in the procuring of the award of agreement pursuant to this proposal.

Executed under penalty of perjury on this _____ day of _____, 2025 at _____.

SIGNED BY: _____

TITLE: _____

Subscribed and sworn to before me this _____ day of _____, 2025 at _____.

Notary Public

My Commission expires: _____

ATTACHMENT F: IRAN CONTRACTING ACT CERTIFICATION

Iran Contracting Act Certification

Pursuant to Public Contract Code Section 2200 et seq., (“Iran Contracting Act of 2010”), Grantee certifies that:

- (1) Grantee is not identified on the list created by the California Department of General Services (“DGS”) pursuant to California Public Contract Code Section 2203(b) as a Person engaging in investment activities in Iran; and
- (2) Grantee is not a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another Person, for 45 days or more, if that Person will use the credit to provide goods or services in the energy sector in Iran and is identified on the DGS list made pursuant to Section 2203(b).

As used herein, “Person” shall mean a “Person” as defined in Public Contract Code Section 2202(e).

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the Grantee to this Certification, which is made under the laws of the State of California.

_____ (Company Name)

By: _____ (Signature)

Name: _____ (Printed Name)

Title: _____

Date: _____

Signature

Title

