



Request for Proposals

Request for Proposals for Services Related to the City of Sebastopol's Solid Waste Collection Agreement

Release Date:
June 5, 2024

Deadline for Submittal:
July 31, 2024
4 p.m. PT

Contact: Mary Gourley, Assistant City Manager / City Clerk
Email: mgourley@cityofsebastopol.gov
Phone Number: (707) 823-1153

City of Sebastopol
City Manager's Office

TABLE OF CONTENTS

SECTION 1.0	BACKGROUND AND GENERAL INFORMATION
SECTION 2.0	INSTRUCTIONS TO PROPOSER/RULES GOVERNING RFP
SECTION 3.0	PROPOSAL CONTENT AND FORMAT
SECTION 4.0	COLLECTION SCOPE OF SERVICES
SECTION 5.0	REQUIRED FORMS

ATTACHMENTS

Attachment 1 – Draft Solid Waste Collection Agreement

Attachment 2 – Waste Delivery Agreement with Republic Services, Including Recology’s Agreement to be Bound by City’s Waste Delivery Commitment and the Omnibus Amendment

Attachment 3 – Joint Exercise of Powers Agreement for the Sonoma County Waste Management Agency, Including Amendments and the 2017 Restatement

Attachment 4 – Memorandum of Understanding with the Sonoma County Waste Management Agency Regarding Implementation of SB 1383

Attachment 5 – Current Solid Waste Subscription Data for the City of Sebastopol

Attachment 6 – City of Sebastopol Living Wage Requirement

Attachment 7 – City of Sebastopol Current Pay Rates, Ranges & Stipend

Attachment 8 – Evaluation Criteria

Attachment 9 – Existing Collection Services Agreement Between the City of Sebastopol and Recology Sonoma Marin

Attachment 10 – Existing Rate Sheet for City of Sebastopol Solid Waste Services

SECTION 1.0 BACKGROUND AND GENERAL INFORMATION

1.1 INTRODUCTION

The City of Sebastopol (City) is requesting proposals (Proposals) from qualified firms (Proposers) to provide Garbage, Recyclable Materials, and Organic Waste¹ collection services (Collection Services). This Request for Proposals (RFP) describes the required scope of services, the contractor selection process, and the minimum information that must be included in the proposals. The Draft Solid Waste Collection Agreement (Collection Agreement) is included as Attachment 1 to this RFP.

Post-collection transfer, processing, recycling, and disposal services are not included in this RFP. The City is party to two agreements that dictate post-collection for portions of the City's waste streams: (1) a Waste Delivery Agreement with Republic Services (WDA), included here as Attachment 2, and (2) a Joint Exercise of Powers Agreement for the Sonoma County Waste Management Agency, as amended (JPA Agreement), included here as Attachment 3.

The WDA stipulates that all of Sebastopol's Garbage must be transported to designated County disposal facilities. The Waste Delivery Agreement does not apply to the City's source-separated Recyclable Materials; source-separated green waste; source-separated wood waste; source-separated residential food waste; construction and demolition waste; or self-haul waste. It does apply to the City's commercial food waste. As laid out in the Draft Collection Agreement, the contractor that is selected within this RFP process shall be responsible for transporting any collected source-separated Recyclable Materials; source-separated green waste; source-separated wood waste; and construction and demolition waste to any facility, provided that the facility is first approved by the City.

The JPA Agreement, entered into with the Sonoma County Waste Management Agency (Zero Waste Sonoma), stipulates that all of Sebastopol's residential organic waste must be transported to designated County facilities.

The City intends to award one (1) exclusive Collection Agreement for the provision of residential, commercial, industrial, and municipal Collection Services. There is no guarantee that the City will make a contract award.

Failure to submit information in accordance with the RFP requirements and procedures may be cause for disqualification. The anticipated term of the resultant contracts will be fifteen (15) years with an option to renew for up to two (2) additional five (5) year terms by means of a mutual agreement with the City.

Proposers are required to read and understand all information contained within this entire Proposal package. By responding to this RFP, Proposers agree to read and understand these documents thoroughly.

¹ Garbage, Recyclable Materials, and Organic Waste are as defined in Attachment 1 – Collection Agreement.

About the City of Sebastopol

The City of Sebastopol is a General Law City, formed in the 1850s, with a population of approximately 7,500 residents and serves a trade area population in excess of 50,000 people. It is located in the northernmost part of the San Francisco Bay Area within Sonoma County. It sits just west of the region's largest City, Santa Rosa, within a forested corridor of small incorporated and unincorporated towns that line Highway 116. Sebastopol is located in a thriving agricultural region; the area once primarily produced apples and plums, but today wine grapes are the predominant agricultural crop. Additional information about the City can be obtained from the City of Sebastopol website: <https://www.cityofsebastopol.gov/>

1.2 ACTION DATES

The following is an outline of the anticipated schedule for the Proposal review and contract award. All dates and activities are subject to change.

RFP SCHEDULE

Date	Activity
June 5, 2024	Issue RFP and Collection Agreement
June 19, 2024, 2 p.m. PT	Pre-Proposal Conference & Submit Form A
June 27, 2024, 4 p.m. PT	Final Day to Submit Questions
July 8, 2024	Responses to Questions emailed to vendors that have requested the RFP documents
July 31, 2024, 4 p.m. PT	RFP Due Date
August 14, 2024	Initial Evaluations Completed
August 14-21, 2024	Interviews
August 28, 2024	Final Evaluations Completed
September 4, 2024	Contract Negotiations Completed
September 17, 2024	Anticipated Award Recommendations
July 1, 2025	Service Begins

PRE-PROPOSAL CONFERENCE

A mandatory pre-Proposal video conference will be held online on June 19, 2024, from 2 p.m. to 4 p.m. Pacific Time (PT) via Zoom at:

<https://us02web.zoom.us/j/89530920008?pwd=NmpPajlwN3I5Y05mcm9BYUdHOFF3dz09>

Any Proposer interested in providing a Proposal must have an authorized person present and accounted for on the video conference.

Questions Concerning Request for Proposals

All questions must be submitted via email to mgourley@cityofsebastopol.gov by 4 p.m.

PT on June 27, 2024. Answers to questions received, as well as any addenda that may be issued by the City, will be emailed to prospective Proposers no later than July 8, 2024.

Any party submitting a Proposal shall not contact or lobby any City Council member, City official, employee (except those specified for contact), or agent regarding the RFP. Any party attempting to influence or circumvent the RFP, bid submittal, and review process may have their Proposal rejected for violating this provision of the RFP.

Interested parties may obtain copies of the above-mentioned Proposal by emailing mgourley@cityofsebastopol.gov. Once the Proposer has requested a copy of the RFP, that Proposer's name will appear on the Prospective Bidders list for the RFP, and they will receive any addenda or notifications relating to the RFP.

Submission of Proposals

The Proposal and any required certifications must be signed by an individual or individuals authorized to execute legal documents on behalf of the Proposer. Electronic Proposals shall be submitted via email to mgourley@cityofsebastopol.gov. All required sections of the Proposal must be submitted via email. If the total file size of the submittal exceeds 120 MB, Proposers should upload files to a file-sharing site of their choosing and send the location of the files in their RFP submission email to the City. Proposers will receive an email confirmation indicating that their bid was submitted successfully. Proposers are solely responsible for submission of their electronic Proposal by the stated Proposal Submittal Deadline. No Proposals received after the deadline shall be accepted and no exceptions shall be made. The time and date at which the Proposal is received by the City will be the governing time for acceptance of Proposals. No oral, telegraphic, facsimile, or telephone Proposals or modifications will be considered.

Proposals must be received no later than 4 p.m., local time (PT), on July 31, 2024.

Cancellation of RFP

The City reserves the right to cancel this solicitation at any time.

1.3 BACKGROUND / DESCRIPTION

On December 16, 2008, Sebastopol's City Council adopted Resolution 5723 and entered into a collection agreement with Redwood Empire Disposal, also known as "The Ratto Group". This agreement, which went into effect on January 1, 2009, covered solid waste, recyclable materials, and compostable materials collection, as well as street sweeping services. Subsequently, on September 19, 2017, the Council approved the assignment of the agreement from Redwood Empire Disposal to Recology Sonoma Marin (Recology). The original collection agreement initially had a fifteen (15) year term. This was later extended by one year and was set to expire on December 31, 2024.

On February 20, 2024, Council directed staff to issue this RFP for Collection Services. Recology and the City subsequently approved an extension of the current collection agreement through June 30, 2025.

The City is also subject to an MOU with Zero Waste Sonoma Regarding the Implementation of SB 1383 Regulations, which is dated 2021 and enclosed as

Attachment 4.

In accordance with State laws and industry best practices, the City seeks to procure a new Collection Agreement with updated terms and conditions and some additional services beyond the current service levels.

CITY SERVICE LEVELS

Altogether, approximate Garbage subscription levels in the City as of late 2023 were:

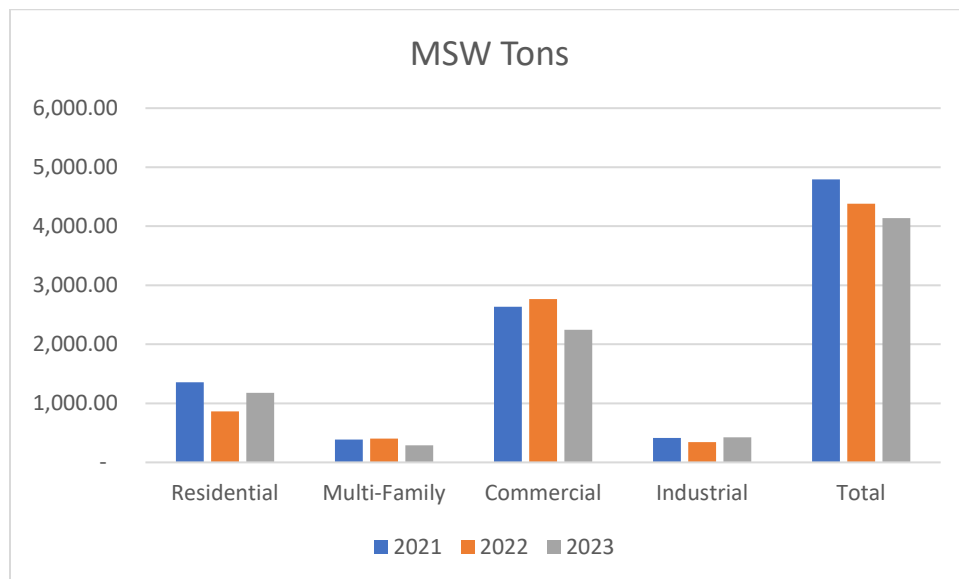
- 683 20-gallon Garbage Carts.
- 1,178 32-gallon Garbage Carts.
- 419 64-gallon Garbage Carts.
- 120 96-gallon Garbage Carts.
- 713 Weekly cubic yards of Garbage service in Bins².

See Attachment 5 for details on the number of subscriptions by type. The City makes no guarantee of the information included in Attachment 5.

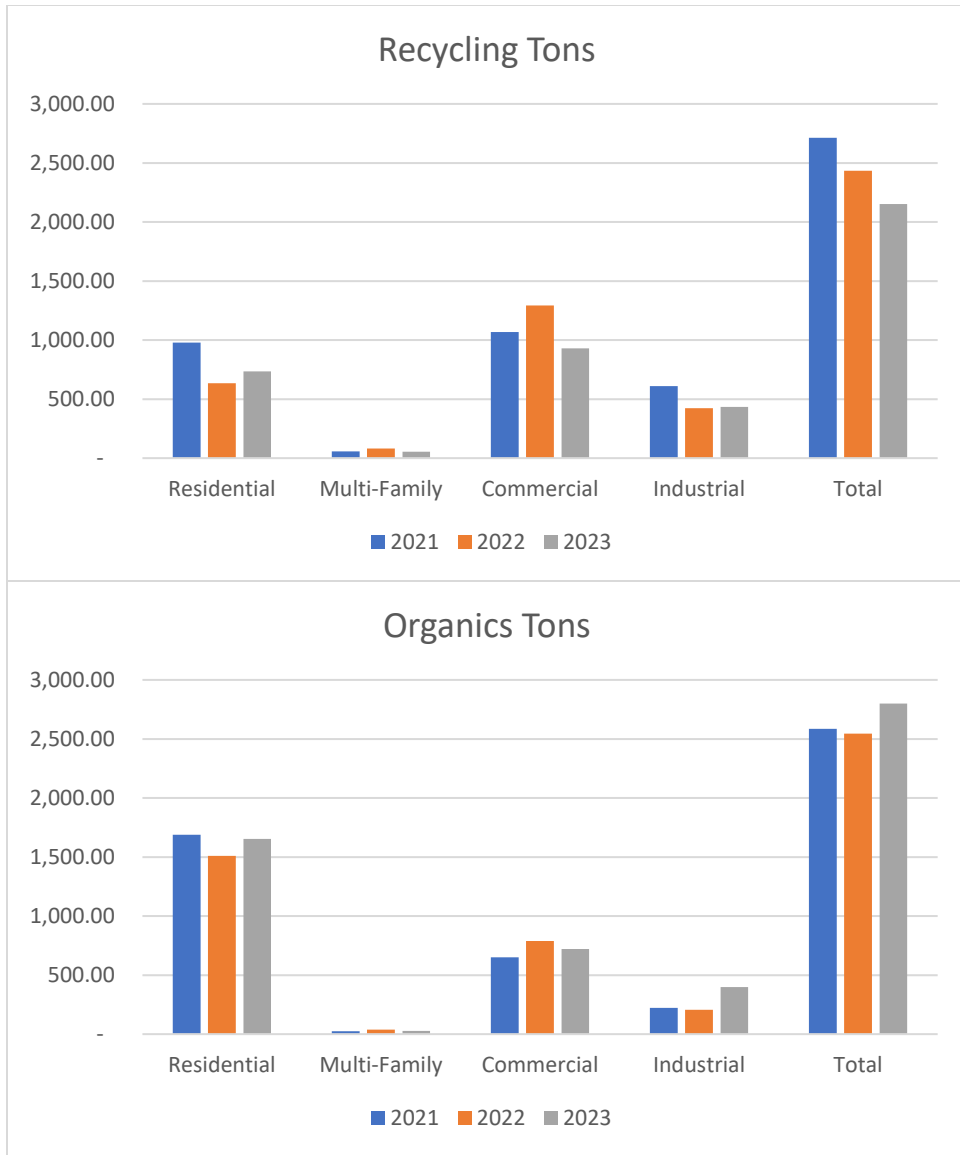
According to the 2022 Electronic Annual Report (EAR) submitted by the City to CalRecycle, there are also 129 commercial Service Recipients that have received organics de minimis waivers that technically have 2-Bin collection services. The current contractor also provides collection services for 13 City facilities, with Garbage, Recyclable Material, and mixed Organic Waste collection at most of those locations.

CITY TONNAGE REPORTS

The charts below reflect tonnages for Garbage, Recyclable Material, and Organic Waste for the years 2021-2023. The City makes no guarantee of the accuracy of the information shown.



² Cart and Bin are as defined in Attachment 1 – Collection Agreement.



CITY SERVICES SUMMARY

The following services are offered to City residents and businesses under the current collection agreement.

Single-Family Dwelling Residents:

- Three-Cart service, which includes food scraps.

Multi-Family Dwelling Residents:

- Three-Cart/-Bin service, which includes food scraps.

Commercial:

- Three-Cart/-Bin service, which includes food scraps.

All Residents and Businesses:

- Curbside Used Motor Oil Collection upon request.
- Holiday Tree Drop-Off Service at a location within the City limits.
- Household Alkaline Battery Drop-Off Service at locations within the City limits.
- Bulky Item Collection on a for-fee basis.

Additional services are provided to residents for free through Zero Waste Sonoma. These services include Household Hazardous Waste (HHW) collection events, Electronic Waste collection events, resources for pharmaceutical and sharps take-back programs and drop-off locations, the California Paint Care Program for paint recycling, the ReFuel your Fun program for refillable propane gas cylinders, and compost giveaway events.

SECTION 2.0

INSTRUCTIONS TO PROPOSERS / RULES GOVERNING RFP

2.1 PROCUREMENT GOALS

The City's intent with this RFP is to continue to provide the community with the appropriate level of service, of the highest quality, and at the best Service Rates (Section 5, Form K). The specifications contained within this RFP are designed to establish an effective, efficient, environmentally clean, uniform, and safe system of solid waste collection. To this end, this RFP includes information to allow Proposers to properly prepare their responses and compute fair and reasonable compensation and rate Proposals. While the City has endeavored to be as accurate as possible, the City makes no guarantee of the accuracy of information included in this RFP.

IT IS THE SOLE RESPONSIBILITY OF PROPOSERS TO GATHER AND ATTAIN ANY AND ALL RELEVANT INFORMATION NEEDED TO PROVIDE COMPLETE, VALID, AND ACCURATE PROPOSALS, INCLUDING BUT NOT LIMITED TO RATE PROPOSALS.

Except where this RFP provides new and/or enhanced services greater than are provided in the City today, the City further intends for all current solid waste services to continue without interruption, irrespective of whether those services are specifically identified in this RFP or in the Collection Agreement provided as Attachment 1.

IT IS THE SOLE RESPONSIBILITY OF PROPOSERS TO CONDUCT THEIR INDEPENDENT DUE DILLIGENCE IN IDENTIFYING, UNDERSTANDING, AND COMMITTING TO PROVIDE ALL CURRENT SOLID WASTE SERVICES WITHOUT INTERRUPTION IF AWARDED A CONTRACT.

The City further intends that all Service Rates charged to Service Recipients be fair and reasonable. Proposers are requested to provide rate proposals that would keep Service Rates flat compared to current Service Rates, if feasible, and otherwise minimize, to the greatest extent possible, changes in the Service Rates paid by Service Recipients in the City.

Examination of the Request for Proposals

Proposers must carefully examine the entire RFP, any addenda thereto, and all related materials and data referenced herein or otherwise available to Proposer. Proposers shall be presumed to be familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument, or document shall in no way relieve Proposers from any obligation with respect to this Proposal.

Addenda

The City will issue written addenda to make changes, additions, or deletions to this solicitation. Oral communications regarding this RFP will NOT be valid or binding, nor excuse prospective Proposers of any obligations hereunder, unless set forth in writing by the City. Addenda will be sent to all Proposers that have emailed the City to request a copy of the RFP materials. Proposers may email mgourley@cityofsebastopol.gov to

become a prospective bidder. It is the responsibility of each Proposer to ensure that they are a prospective bidder to receive and acknowledge all addenda.

2.2 GENERAL GUIDELINES

This RFP does not commit the City to award a contract, to defray any costs incurred in the preparation of a Proposal pursuant to this RFP, or to procure or contract for work. The City may reject any or all Proposal(s) without providing reason(s) underlying the declination. A failure to award a contract to the Proposer with the lowest cost Proposal shall not constitute a valid cause of action against the City. The City shall not be responsible for work done, even in good faith, prior to final approval of the proposed contract. The City may investigate the qualifications of any Proposer under consideration, require confirmation of information furnished by the Proposer, and require additional evidence or qualifications to perform the Services described in this RFP.

The City reserves the right to:

- Reject any or all Proposals.
- Issue subsequent Requests for Proposal.
- Postpone opening for its own convenience.
- Remedy technical errors in the Request for Proposal process.
- Negotiate with any, all, or none of the Proposers.
- Solicit best and final offers from all or some of the Proposers.
- Accept other than the lowest proposed fees.
- Waive informalities and irregularities in Proposals.

Public Records

All Proposals submitted in response to this RFP become the property of the City and are subject to the California Public Records Act. By submitting a Proposal, Proposers acknowledge and accept that the contents of the Proposal and associated documents will be subject to public inspection and review.

Trade secrets may be marked as “confidential” only to the extent they meet the requirements of California Government Code section 6254.7. If a Proposer submits an entire Proposal marked “confidential”, it will be considered non-responsive. Each Proposer should be aware that although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City may not be able to establish that the information, which a Proposer submits, is a trade secret. If a request is made for information marked “confidential”, the City will provide the Proposer who submitted such information with reasonable notice to allow the Proposer to independently seek protection from disclosure by a court of competent jurisdiction.

Insurance Requirements

The City requires contractors doing business with them to obtain insurance, as shown in the Draft Solid Waste Collection Agreement (Attachment 1). The required insurance certificates must comply with all requirements of the standards as shown and must be provided within fifteen (15) days of issuance of the Notice of Intent to Award and prior to

the commencement of any work.

Business Licenses

The successful Proposer and all subcontractors used in the work will be required to hold or to obtain a City business license, for which the fees will not be waived.

Compliance with State Laws

The Proposer and all subcontractors shall submit Proposals that are fully compliant with applicable laws within the State of California, including, but not limited to, the requirements of SB 1383, AB 1594, AB 1826, AB 341, SB 54, and any other existing applicable regulations.

Compliance with City Ordinances

Proposers and all subcontractors shall comply with the City of Sebastopol's Living Wage Requirement (Sebastopol Municipal Code, Chapter 2.72), which is incorporated into the Contract Documents by this reference. Additionally, the Proposer and all subcontractors shall comply with Chapter 13.16 of the City of Sebastopol Municipal Code, which deals with the Collection and Disposal of Garbage (Chapter 13.16).

City Living Wage Requirement

The City of Sebastopol's Living Wage Requirement for Specified City-Funded Contracts and City Employees (Attachment 6) requires that employees of City service contractors earn an hourly wage that is sufficient to enable one working parent with one dependent to live with dignity and economic self-sufficiency. It also requires that City service contractors provide their employees with at least 22 days off per year for sick leave, vacation, or personal necessity. The City's current pay rates, including the current living wage rate, are enclosed in Attachment 7 of this document.

Collusion

By submitting a Proposal, each Proposer represents and warrants that its Proposal is genuine and not false or collusive or made in the interest of, or on behalf of, any person not named therein; that the Proposer has not directly or indirectly induced or solicited any other person to submit a false Proposal, or any other person to refrain from submitting a Proposal; and that the Proposer has not, in any manner, sought collusion to secure any improper advantage over any other person submitting a Proposal.

Withdrawal of Proposals

A Proposer may withdraw their Proposal before the expiration of the time for submission of Proposals by delivering to Mary Gourley (mgourley@cityofsebastopol.gov) a written request for withdrawal signed by, or on behalf of, the Proposer. This request must be received by the City prior to the expiration of the time for submission of Proposals.

Ownership of Documents

All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials produced for the Collection Agreement shall be the sole and exclusive property of the City. No such materials or properties produced in whole or in part for the Collection Agreement shall be subject to private use, copyrights, or patent rights by Proposer in the United States or in any other country without the express written consent of the City. The City shall have unrestricted authority to publish,

disclose (except as may be limited by the provisions of the Public Records Act), distribute, and otherwise use, copyright, or patent, in whole or in part, any such reports, studies, data, statistics, forms, or other materials or properties produced for this RFP.

2.3 PROPOSAL RESPONSE

Proposers must submit their Proposals and all required information and forms by the submittal deadline. Proposals failing to provide complete information may be deemed non-responsive. Proposers must keep their own copies of their submittals for future reference. Before submitting a response, each Proposer shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the Collection Agreement and to verify any representations made by the City. If Proposer receives an award because of its Proposal submission, failure to have made such investigations and examinations will in no way relieve the Proposer from its obligation to comply in every detail with all provisions and requirements of Collection Agreement, nor will ignorance of such conditions and requirements be accepted as a basis or justification for any claim whatsoever by the Proposer.

Modification of Proposals

Any Proposer who wishes to make modifications to a Proposal already received by the City before the Submittal Deadline must withdraw their Proposal to make the modifications. All modifications must be made via email, properly by the Proposer's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of a Proposer to ensure that modified Proposals are resubmitted before the Submittal Deadline. Proposers may withdraw their Proposals at any time prior to the due date and time by submitting notification of withdrawal signed by Proposer's authorized agent. Proposals cannot be changed or modified after the date and time designated for receipt.

Proposal Validity

Proposals submitted hereunder shall remain valid for two hundred ten (210) calendar days from the Submittal Deadline unless otherwise qualified.

Costs Incurred in Responding

The City will not pay or reimburse any costs incurred in Proposal preparation, presentation, demonstration, or negotiation, nor does it commit to procure or contract for any services. All costs of Proposal preparation shall be borne by Proposers. It is understood that all Proposals, inquiries, and correspondence relating to this RFP, as well as all related reports, charts, displays, schedules, exhibits, and other documentation, will become the property of the City when received by the City and may be considered public information under applicable law. The City assumes no liability for any costs incurred by Proposers throughout the entire selection process.

2.4 COMPLIANCE WITH COLLECTION AGREEMENT

Successful Proposers will be required to enter into the written Collection Agreement (Attachment 1). Proposers must carefully review the Collection Agreement. Any comments/exceptions to this contract must be included in your Proposal. Precise substitute wording must be offered in place of any excepted language. It is not sufficient

to state merely that an exception is noted to a particular paragraph. Deviations considered excessive by the City may reduce or eliminate a Proposer, and the City is under no obligation to agree to any exceptions whatsoever. Proposed Service Rates must be as per the Collection Agreement without agreement to any exceptions.

Commitments, Warranty, and Representations

The Proposal submitted in response to this RFP will be included as part of the final Collection Agreement. Proposers are cautioned that if a contract is awarded resulting from this procurement process, any written commitment by a Proposer within the scope of this procurement shall be binding upon Proposers, whether or not incorporated into a contract document. Failure of the Proposer to fulfill any such commitment shall render such Proposer liable for liquidated or other damages due the City under the terms of the Contract. For the purpose of this procurement, a commitment by a Proposer includes:

- Any modification of, or affirmation or representation as to the above, which is made by a Proposer in or during the course of negotiation.
- Any representation by a Proposer in a Proposal, supporting document, or negotiations subsequent thereto as to services to be performed, regardless of the fact that the duration of such commitment may exceed the duration of the contract.

2.5 CASHIER'S CHECK

Proposers are required to submit one cashier's check in the amount of twenty-five thousand dollars (\$25,000) to guarantee Proposers' obligation to negotiate in good faith and execute a Collection Agreement with the City of Sebastopol at proposed Service Rates. If Proposer(s) fail, refuse, or neglect to furnish the required cashier's check, the City may, in recognition of the difficulty of assigning a specific damage amount for the harm caused, cash the certified check as compensation for liquidated damages for Proposers' breach. The cashier's check MUST be received by the City, and marked with the words "PROPOSAL DEPOSIT" and the Proposal number, NO LATER THAN 48 hours after the Proposal due date and time (i.e., no later than August 2, 2024, at 4:00 pm PT), for the Proposer to be considered responsive. The address to which the cashier's check can be sent or delivered is:

City of Sebastopol
City Manager's Office
7120 Bodega Avenue
Sebastopol, CA 95472

Upon receipt of the cashier's check, the City will immediately deposit the check upon opening Proposals. After the Proposals are opened, checked, and duly considered, the City will issue a reimbursement check if the Proposal is not awarded.

2.6 PROPOSAL VALIDATION PASS/FAIL REVIEW

A panel of staff members from the City, as well as any other parties that the City deems necessary (Evaluation Panel), will conduct an initial "Pass/Fail" review of all Proposals submitted to check for completeness and compliance with the Proposal requirements.

Proposals that have been determined to be complete and in compliance with the Proposal requirements will undergo further evaluation. Proposals that are not complete or are not in compliance with the submittal requirements may be disqualified from further evaluation and will be returned to Proposers.

The following documents are required to be completed and submitted by Proposers:

- Proposal Cover Letter (signed)
- Executive Summary
- A cashier's check for \$25,000
- Performance Bond Commitment Letter
- Table of Contents
- General Qualifications
- Statement of Financial Qualifications
- Technical Proposal
- Forms (see list below)
- Service Exceptions/Alternatives (if applicable)
- Collection Agreement Exceptions/Alternatives (if applicable)
- Appendices (if applicable)

Forms (See Section 5 of RFP):

- Form A: Communication Protocol (DUE JUNE 19, 2024, BY 2 P.M. PT)
- Form B: Proposer's Statement of Organization
- Form C: Certification of Non-Gratuities
- Form D: Container Specifications
- Form E: Vehicle Specifications
- Form F: Non-Collusion Affidavit of Proposer
- Form G: Service Recipient Service Rate Proposal Summary and Signature
- Form H: Pass/Fail Requirements
- Form I: Notice to Proposers Regarding Insurance Requirements
- Form J: References
- Form K: Service Rates

2.7 REJECTION OF PROPOSALS

While the City intends to enter a Collection Agreement for these services, they are not bound to do so. The City reserves the right to reject any or all Proposals. The City reserves the right to reject the Proposal of any Proposer who:

- Previously failed to perform adequately for the City or any other governmental agency within the previous twelve (12) months.
- Submits false, incomplete, or unresponsive statements in a Proposal.
- Is in default on the payment of taxes, licenses, or other monies due the City.
- Submits a Proposal containing errors or discrepancies.

Errors/Defects in Proposals

If discrepancies between sections or other errors are found in a Proposal, the City may reject the Proposal; however, the City may, at its option, correct any errors or request

that Proposers correct errors. The City may waive any immaterial deviation or defect in a Proposal. The City's waiver of an immaterial deviation or defect shall in no way modify the RFP documents or excuse Proposers from full compliance with the RFP requirements, if awarded a contract.

2.8 PROPOSAL EVALUATION

Those Proposals that have passed an initial "Pass/Fail" review described below will be evaluated and scored by the Evaluation Panel based on the Evaluation Criteria listed in Attachment 8. A consensus scoring model will be used for evaluation. The results of the evaluation will dictate which respective Proposer the City selects for negotiation of final Collection Agreement. A negotiated final Collection Agreement will be presented to the City Council with a recommendation for the award of a Collection Agreement.

The Evaluation Panel may contact and evaluate Proposer's and subcontractors' references; contact any Proposer to clarify any response; contact any current users of a Proposer's services; solicit information from any available source concerning any aspect of a Proposal; and seek and review any other information deemed pertinent to the evaluation process. In determining and evaluating the best Proposal, the Service Rates will not necessarily be controlling, but quality, equity, efficiency, sustainability, utility, general terms, delivery, suitability of the service offered, and the reputation of the service in general use will also be considered, with any other relevant factors. The following subsections provide a discussion of each of the Evaluation Criteria. The full and exact list of Evaluation Criteria can be found in Attachment 8.

Service Rates & Value (30 points)

The Service Rate evaluation is intended to provide an equitable basis for comparison between Proposals and an evaluation of the effect of programs on Service Rates. Only Service Rate information as submitted by Proposers will be used in this evaluation. The Proposals will be reviewed to verify that the proposed Service Rates are consistent with the activities described in the Proposal and Proposer's Technical Plan and Collection Service Operations Plan, and, as part of the evaluation, the City may require Proposers to provide detailed assumptions made in developing their Service Rates. Proposed Service Rates, including Service Rates for optional services, will be compared by services. Note, however, that Service Rates for alternatives, as provided for in Section 3.3: Proposal Section 6, will not be included as part of the Service Recipient Rate evaluation. Please note the following:

- All Service Rates are intended to be bundled and charged based on Garbage container size, and inclusive of minimum levels of Recyclable Material and Organic Waste.
- Throughout the term of the Collection Agreement, the selected Proposer may not charge for any service not explicitly included in the final Service Rates.
- Throughout the term of the Collection Agreement, the selected Proposer will not receive any revenue that is not based on approved services as allowable to bill using the schedule of Service Rates.
- Throughout the term of the Collection Agreement, the only adjustment to

Service Rates will be as provided for via annual rate adjustments (methodology provided in Attachment 1).

Rankings for this category will be on a curve, with the most responsive Proposer providing the best Service Rates in each sector (SFD residential, MFD residential, commercial, industrial/roll-off boxes) at the best value being awarded up to the maximum 30 points, and with other Proposers scaling proportionately based on proportionate Service Rates and value.

Quality of Service & References (18 points)

The experience, past practices, and prior performance of each Proposer will be evaluated to determine the relative ability of each Proposer to implement the program elements described in this RFP and to attain the City's objectives for solid waste collection services. Qualifications and areas of experience to be considered will include, without limitation:

- Qualifications and structure of project management team, relationships between management team and corporate management, and internal controls.
- Previous experience, past practice, and prior performance providing services to jurisdictions of similar size.
- Successful prior operation of solid waste collection programs.
- Implementation and administration of complex solid waste collection systems, including equipment selection and route design.
- Successful operation of Recyclable Material and Organic Waste programs that achieved high participation levels and diversion rates.
- Demonstrated expertise in implementing and maintaining customer service programs, including the development and use of performance measures and benchmarking.
- Previous experience, past practice, and prior performance in successfully designing and implementing transition plans, relevant to this RFP.
- Experience in designing, implementing, and operating public education and information programs that promote high participation and diversion.
- Demonstrated expertise in designing and using data management systems to assure accurate data collection, analysis, and reporting.
- An evaluation of financial statements.
- A financial review of each Proposer, including a review of key financial indicators, outstanding debt and debt coverage ratios, and ability to finance capital purchases and needed start-up investments in equipment.
- Proposer's capacity and plans for responding to fluctuations in the value of Recyclable Material markets.
- References whom the Cities may contact regarding past practices and prior performance.
- Litigation history.

Sustainability (18 points)

Each Proposal will be evaluated based on its approach to providing effective collection services while meeting or exceeding diversion requirements; reducing

vehicle miles traveled, greenhouse gas emissions, and damage to City roadways; and helping the City to implement its environmental initiatives. This will include evaluation of Proposer's internal sustainability programs and practices. Proposers are specifically requested to provide detailed information regarding how their Proposals will reduce, track, monitor, and report on GHG emissions to the City. Proposals that provide clear and detailed information regarding reduction, tracking, monitoring, and reporting of GHG emissions to the City will maximize their points for the sustainability criteria. Innovative approaches that increase sustainability will also be considered. Criteria to be considered will include, without limitation:

- Demonstrated ability to support City efforts to mitigate environmental and infrastructural impacts of solid waste collection, including, but not limited to, reducing vehicle miles travelled (VMT), air pollution (GHG), and damage to City roadways.
- Proposed approach to facilitating City's implementation of its Climate Action Framework, Zero Waste goals, and associated environmental initiatives.
- Approach to the use of alternative fuels in collection vehicle fleet, in a blend consistent with EPA and Department of Energy standards for alternative fuels, and approach to the implementation of CARB's ACF regulations.
- Internal sustainability programs (use of local vendors, innovative "green" approach to providing services, corporate sustainability, etc.).

Proposed Services, Improvements, & Technology (13 points)

Each Proposal will be evaluated based on their approach to providing innovative, high quality, and effective collection of Recyclable Material and Organic Waste. Innovative approaches to program and service provision that improve efficiency, lower cost, and/or improve service will also be taken into consideration. As part of this subsection of the evaluation, a technical review will be undertaken to evaluate how Proposers can meet the proposed performance specifications and criteria on a long-term basis, as well as transitioning into the role of the solid waste collection service provider for the proposed Service Area. The technical evaluation will include, without limitation, the Proposer's:

- Overall collection approach (automated collection, split-body collection vehicles, diversion facilities to be used, types of containers to be used, etc.).
- Approach to transitioning that minimizes disruption to the community and Proposer's implementation schedule.
- Approach to providing a high quality and customized customer service program.
- Data management system for tracking customer service data and providing accurate reports to the City.
- Commitment to employee and public safety.
- Approach to provide the City with annual updates on new innovations to consider.

Community Employment & Partnership (8 points)

Each Proposal will be evaluated with respect to a Proposer's demonstrated

experience fostering and supporting the safety and well-being of the City's community, their proposed activities to enhance the well-being of the City's community, the total number of jobs generated in the City resulting from the Proposer's waste collection services and operations, and the Proposer's willingness to engage in discussions with organized labor. This will also include compliance with the requirements for Proposers to retain displaced employees from current service providers.

Communication, Outreach, & Customer Service (8 points)

Each Proposal will be evaluated based on Proposer's approach to providing effective and innovative strategies to delivering Education and Outreach materials to all Service Recipients that will increase awareness of, and participation in, all required services, promote achievement of diversion requirements, and reduce contamination of collected Organic Waste and Recyclable Materials. Each proposal will also be evaluated based on Proposer's approach to providing customer service.

Financial Ability & Integrity (5 points)

Each Proposal will be evaluated based on Proposer's financial health and key financial indicators, as well as Proposer's approach to preventing and identifying internal fraud, corruption, and financial malfeasance.

Additional information and Interviews

If, during the evaluation process, the City is unable to determine a Proposer's ability to perform, the City has the option of requesting any additional information which the City deems necessary to determine Proposer's ability. Proposers will be notified and permitted five (5) working days to comply with any such request. Proposers may be invited to interview with the City.

Proposal Evaluation and Selection Process

All Proposals shall be reviewed and evaluated by the Evaluation Panel to verify that the Proposer has met the minimum requirements. Proposals that have not complied with requirements, do not meet minimum content and quality standards, or make unacceptable exceptions to the General Terms and Conditions of the Collection Agreement will be eliminated from further consideration.

The City reserves the right to reject any or all Proposals, or to make no award. The City also reserves the right to require modifications and/or follow up with requests for additional information, including, but not limited to, follow-up interviews. The City may request Best and Final offers based upon improved understanding of the offers or changed scope of service. The City will negotiate with that Proposer to determine final pricing and contract form. Because this Proposal is negotiable, all pricing data will remain confidential until after an award is made, and there will be no public opening and reading of Proposals. Overall responsiveness to the RFP is an important factor in the evaluation process.

Pre-Award Negotiations

After the Proposals are opened, but prior to award, the City may elect to conduct negotiations with the highest ranked Proposer for purposes of:

- Resolving minor differences and information.
- Clarifying necessary details and responsibilities.
- Emphasizing important issues and points.
- Receiving assurances from Proposers.
- Cost/budget clarifications.

If the City cannot successfully negotiate a contract with the highest ranked Proposer, the City may begin negotiations with the second-highest ranked Proposer. Selection may be made without further discussion, negotiations, or Proposer's presentations; therefore, Proposer shall offer the most favorable terms in response to this RFP. The Proposer must demonstrate an understanding of the scope of service to be provided and the ability to accomplish the tasks set forth. Proposer shall include information that will enable the City to determine the Proposer's overall qualifications. The City reserves the right to request additional information or clarification on any matter included in the Proposal response, to enable the City to arrive at the final award decision.

2.9 AWARDS

Awards will be made to the Proposer offering the most advantageous Proposal after consideration of all evaluation criteria set forth herein. The City Council of the City of Sebastopol will have final authority over which Proposer is awarded a Collection Agreement. The City shall not be obligated to award a Collection Agreement to the Proposer with the lowest Service Rates, though the City does request proposals that would minimize any changes in Service Rates for Service Recipients. An award, if made, will be in the best interest of the City after all factors have been evaluated. The City shall be the sole judges of the successful Proposals hereunder.

The City reserves the right to negotiate with any or all Proposers and to award a Collection Agreement to the Proposer that is not highest ranked. Proposers are advised that it is possible awards may be made without discussion or any contact concerning the Proposals received. Accordingly, Proposals must contain the most favorable terms, from a service rate and technical standpoint, that the Proposer can submit to the City. DO NOT ASSUME you will be contacted or afforded an opportunity to clarify, discuss, or revise your Proposal.

An award will be made by means of a written Collection Agreement with the successful Proposer. A Notification of Intent to Award may be sent to any Proposer selected. Award is contingent upon successful negotiation of final Collection Agreement terms and approval by the City Council. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless agreement is reached. If negotiations cannot be concluded successfully, the City may negotiate with other qualified Proposers. The successful Proposer will be required to provide the City with the following:

- Fully executed Collection Agreement for Garbage, Recyclable Materials, and Organic Waste Collection Services.
- Performance Bond in the amounts specified in Attachment 1.
- Insurance Required by Collection Agreement.
- W-9 Form.

2.10 PROTEST PROCEDURES

To be considered, protests must be made in writing, signed by Proposer's authorized representative, and delivered to the City as follows:

- City of Sebastopol, c/o Mary Gourley, located at City Hall, 7120 Bodega Avenue, Sebastopol, CA, 95472

The following conditions apply to Proposal protest:

- **Before Proposal Submittal Deadline.** Protests of specifications, terms, conditions, procedures, or any other aspects of the solicitation must be made before the Proposal Submittal Deadline.
- **After Proposal Submittal Deadline.** Protest of award must be made, by Proposer, no later than five (5) calendar days after the notice of intent to award.

All protests must include the following information:

- The name, address, and telephone number of the protestor.
- The signature of the protestor (or protestor's authorized representative).
- The solicitation number.
- A detailed statement of the legal and/or factual grounds for the protest.

The City reserves the right to refuse to hear protestors who have not followed the above procedures.

SECTION 3.0 PROPOSAL CONTENT AND FORMAT

3.1 PROPOSAL PREPARATION

To be considered responsive, Proposals must address all items identified in this section. Some items require that Proposers provide a detailed response and/or attachments. Failure to provide a complete response may be grounds for rejection of Proposal. Furthermore, Proposals must be prepared in such a way as to provide a straightforward and concise discussion of Proposer's ability to provide the services that can best satisfy the requirements herein and the needs of the City. Elaborate or unnecessarily lengthy documents are discouraged. Emphasis must be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and completeness and clarity of content. Assemble and present your Proposal response in the order that the items are listed, identifying each response by the corresponding number.

Only one (1) Proposal from any individual, firm, partnership, or corporation under the same or different names will be considered. Proposals by corporations must be executed in the corporate name by two (2) corporate officers. One signature must be from the chairman, president, or vice-president, and the other signature must be from the chief financial officer, assistant treasurer, secretary, or assistant secretary. The corporate address and state of incorporation must be shown below the signature. Proposals by partnerships must be executed in the partnership name and signed by a partner. Their title must appear under their signature, and the official address of the partnership must be shown below the signature. Proposals by limited liability companies must be executed in the company's name and signed by a managing member. No Proposer shall take exception to the specifications herein. Proposals taking exception to the specifications may be rejected as non-responsive.

3.2 PROPOSAL CONTENT/FORMAT GUIDELINES

To expedite the evaluation process, each Proposal shall be organized in accordance with this section as outlined in the table below. Instructions for preparing each section of the Proposal shown in the outline are given in the following sections. Proposals that do not follow the specified format outlined below, or fail to provide the required documentation, may receive lower scores during the evaluation process. In the event of any conflict between any of the Proposal documents, resolution thereof shall be in the City's sole discretion. Proposers shall provide the information as requested and as applicable to the proposed services. Headings and section numbering utilized in the Proposal shall be the same as those identified in the table below.

Section	Outline for Proposal
1.	Cover Letter; Executive Summary; Performance Bond Commitment Letter; Table of Contents
2.	General Qualifications
3.	Statement of Financial Qualifications

Section	Outline for Proposal
4.	Technical Proposal
5.	Forms
6.	Exceptions/Alternatives <i>(if applicable)</i>
7.	Appendices <i>(if applicable)</i>

Each Proposal will adhere to the following order and content of sections. Proposals should be straightforward, concise, and provide “layman” explanations of technical terms that are used. Proposals which appear unrealistic in terms of technical commitments, lack technical competence, or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The City requests that all Proposers keep the Proposal length to a minimum page count that still conveys the required information.

The following Proposal sections are to be included in the Proposer’s response:

Proposal Section 1: Cover Letter; Executive Summary; Performance Bond Commitment Letter; Table of Contents

- A. Cover Letter:** A cover letter, not to exceed four (4) pages in length, should summarize key elements of the Proposal and shall:
1. Confirm that all elements of this RFP have been reviewed and understood.
 2. Include a statement of intent to perform the services as outlined.
 3. Express company’s willingness to enter into an agreement under the terms and conditions prescribed by this RFP, the associated insurance requirements (Attachment 1), and the Collection Agreement (Attachment 1).
 4. Include the name of the entity that will sign the Collection Agreement, in the event one is awarded.
 5. Submit a written description and brief history of the company’s experiences, qualifications, and successes in providing services described herein. Please indicate the number of employees, client base, and location of offices.
 6. Describe the type of organization (e.g., corporation, partnership, limited liability company, including joint venture teams and subcontractors) submitting Proposal.
 7. Indicate the address and telephone number of the Proposer’s office located nearest to Sebastopol, California, and the office from which the contract will be managed.
 8. Include the name, address, telephone number, fax number, and email address of applicant’s key contact person.
 9. Confirm that Proposer has a minimum of three (3) years verifiable experience.
 10. Stipulate that the Proposal price will be valid for a period of at least 210 days.
 11. Identify a single person as the point of contact during the RFP review process.

12. Be signed by an authorized official of the company.
13. Include written statements warranting, certifying, and guaranteeing the following:
 - a. Proposer has examined, understood, and agreed to the Collection Agreement.
 - b. The requirements of the Collection Agreement as described in this RFP document, its enclosures, and all addenda, by listing all addenda and dates received, have been thoroughly reviewed and Proposer has conducted all due diligence necessary to confirm material facts upon which the Proposal is based.
 - c. Proposer will not receive any additional compensation that is not included in Proposer's Service Rates for providing Collection Services in the City.
 - d. The validity of the Proposal contents, including proposed Service Rates, for a period of two hundred ten (210) days.
 - e. Proposer will enter into a Collection Agreement with the City if selected as a service provider.
 - f. No gratuities have been or will be offered or given by Proposer, or any agent or representative of Proposer, to any officer or employee of the City or any participant in the selection of a Proposer to furnish the services described herein to secure a favorable treatment regarding the evaluation, scoring, and Collection Agreement award process.

The cover letter must be signed by individual(s) who is/are authorized to bind Proposer(s) contractually. The signature(s) must indicate the classification or position that the individual(s) hold in the company. The cover letter must designate a person or persons who may be contacted during the period of evaluation with questions or contract issues. Include name(s), title, address, telephone number, fax number, and email address.

B. The following items must be appended to the Cover Letter:

1. Executive Summary – Not to exceed six (6) pages.
 - a. Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished.
 - b. Refer to description of services for this RFP.
 - c. Must highlight the major elements of Proposer's qualifications and Proposal, including a brief description of Proposer's initial transition plan and schedule, and facilities to be used.
 - d. All information must be provided in a concise manner.
2. Performance Bond Commitment Letter.
3. Table of Contents.

Proposal Section 2: General Qualifications

A. Key Staff Persons: Proposers must identify each person and provide resumes for key staff proposed for the service identified herein. Demonstrated experience in providing collection services, and knowledge of collection containers and automated collection vehicles, is of key importance to the City. Additionally, Proposers must demonstrate experience and ability to work closely with the current service providers and City staff during the transition period, and on an ongoing basis with City staff during the duration of the Collection Agreement. Key staff persons must include Proposer's Service Supervisor and Collection Service Manager assigned to the City.

1. Describe proposed Collection Agreement team organization, including identification and responsibilities of key personnel.
 - a. Proposers must provide names and resumes of principal officers, partners, or other officials or managers who will be performing substantive responsibilities required under the Collection Agreement.
 - b. Proposers must describe relevant technical experience of key personnel, including their backgrounds in Garbage, Recyclable Material, and Organic Waste collection.
2. Indicate the extent of the commitment of key personnel for the duration of the Collection Agreement and furnish resumes of key personnel.
 - a. Provide an indication of the staffing level for the Collection Agreement.
 - b. The City's evaluation of the Proposal will consider the Proposer's entire team; therefore, no changes in the team composition will be allowed without prior written approval of the City.
3. Describe the experience of the Proposer's Collection Agreement team in detail, including the team's Project Manager and other key staff members, on contracts of similar size, capacity, and dollar value.
 - a. For each similar contract, include the client's name and correct telephone number.
 - b. It is the City's policy to interview Proposers' references as well as references identified by the City.
4. Indicate role and responsibility of prime contractors and all subcontractors.
 - a. Subcontractor letters of commitment are required and must be submitted with the Proposal.
 - b. If applicable, indicate how local firms are being utilized to ensure a strong understanding of state and local laws, ordinances, regulations, policies, requirements, and permitting.
5. References
 - a. Proposers must provide a minimum of three (3) clients the City may contact to conduct a reference check, with a minimum of one (1) reference located in the Bay Area.
 - b. Proposers must be providing or have provided similar services as requested herein to these references within the last three (3) years.

- c. Proposers must provide references that are relevant to the personnel team identified in the Proposal.
- d. Complete references must also be included on the Form provided in Section 5 of this RFP.

B. Litigation and Notice of Violation History

1. For all Litigation and Notice of Violation History, Proposers may limit disclosures to the State of California. Proposers must provide a history for the last five (5) years of all claim settlements, arbitrations, litigation proceedings, and civil actions involving one hundred thousand dollars (\$100,000) or more, and all criminal actions in which the company, its parent company, subsidiaries, all partners, or principals were involved. For each case, Proposers must provide the following:
 - a. The name of the claim, arbitration, litigation, or action.
 - b. The amount at issue or the criminal charges alleged.
 - c. The resolution of the case.
2. Proposers must also provide details of any current or threatened legal actions in the State of California against Proposers or its parent company, subsidiaries, all partners, principals, or joint venture company(ies) by a governmental entity contracting with Proposers or its parent company for services relating to solid waste management, or against such a government entity by Proposers or its parent company or joint venture company(ies). For each action, Proposers must provide the following:
 - a. The name of the action.
 - b. The court in which the action is pending.
 - c. The action number.
 - d. The amount at issue.
3. Proposers shall provide a list of all notices of violation and/or enforcement actions taken against it during the last five (5) years by any regulatory agency, such as, but not limited to, the U.S. Environmental Protection Agency, an air quality management district, a Local Enforcement Agency under the California Integrated Waste Management Act, Cal-EPA, or Cal/OSHA. The list shall include the name of the regulatory agency, the date of the enforcement action, and a copy of any notice of violation. Proposers shall inform the City if it has had a permit, franchise, license, entitlements, and/or business license that has been revoked or suspended in the last five (5) years.
4. Proposers must list any liquidated damages, administrative fines, charges, or assessments that total fifty thousand dollars (\$50,000) or greater in any one (1) calendar year during the last five (5) years that have been paid by Proposers to a public agency as a result of solid waste management services provided by Proposer. The list shall include the name of the public agency; the date and amount of the liquidated damages, administrative fines, charges, or assessments; and the reason the public agency assessed the liquidated damages, administrative fines, charges, or assessments. Proposers must list any claims against a bid, Proposal, or performance bond and the results and

failure to receive a bid, Proposal, or performance bond, or any contractual defaults or termination in the last fifteen (15) years.

Proposal Section 3: Financial Qualifications

A. Statement of Financial Qualifications

1. Proposers must provide a written statement of their financial qualifications to perform the work described in this RFP.
 - a. The statement must thoroughly describe and provide documentation of Proposer's ability to secure financing for all trucks, facilities, other equipment, and labor required to perform all services described in this RFP and must include the total estimated amount of expense and financing that is expected to be incurred and utilized in performing the work.
 - b. This statement must be accompanied by a letter from Proposer's bank/financial institution clearly stating that Proposer has adequate assets and/or an irrevocable line of credit that is sufficient to compensate for all required capital costs, equipment costs, start-up costs, and a minimum of three (3) months' operating costs.
2. Proposers must provide copies of audited financial statements for the entity that is proposed to sign the Collection Agreement for the most recent three (3) fiscal years.
 - a. Audited financial statements must include balance sheet, income statement, statement of changes, footnotes, and subsidiary schedules.
 - b. If a Proposer does not have audited financial statements, three (3) years of business tax returns, with supporting schedules, may be provided. However, tax returns are not an alternative to providing audited financial statements; if a Proposer has audited financial statements, those must be provided.
 - c. The City reserves the right to require submission by Proposer, at no cost to the City, of an opinion by a certified public accountant with regard to the financial status of such Proposer, including ownership of, or interest in, equipment and facilities, prior to award of a Collection Agreement.

As is set forth in this RFP, the City will make reasonable efforts, but make no representation, that it will be able to maintain total confidentiality of Proposer's financial information. A Proposer that submits financial information that it asks to have treated as confidential should submit a statement justifying the request, reference it in the Proposal, and label it as a separate attachment, clearly identifying it as confidential. At all times, the City will comply with the provisions of the California Public Records Act. By submitting information to the City, Proposers agree to hold the City and their employees, officials, and agents harmless for any inadvertent disclosure.

Proposal Section 4: Technical Proposal

Proposers are required to provide a description of the approach and methodology used to accomplish the requested services (Technical Proposal). The Technical Proposal

must address and include those items specified below. The City will place significant emphasis on Proposer's proposed Technical Proposal during the evaluation process. At a minimum, Proposers shall include the following in the Technical Proposal:

- A. Transition Plan:** Proposers shall provide a detailed Transition Plan that describes the plans and schedule of events for the provision of new services. The Transition Plan will be included as an exhibit in the final Collection Agreement, when approved by the City. In developing the Transition Plan, Proposers should consider that the City strongly seeks to reduce disruption to Service Recipients during the transition period.

The Transition Plan must, at a minimum, address the following items:

1. In concise terms, what Proposer will accomplish prior to the start of Collection Services.
2. How Service Recipients will select the size and number of Carts or Bins.
3. How Proposer will retain displaced employees from current service providers, at or exceeding prior pay and benefit levels.
4. How Proposer will provide transition services.
5. The specific types of education and outreach activities that will occur, including specific frequencies and amounts of education and outreach, by type of activity.
6. How the transition will be coordinated with the current services and current service providers (switching of containers, billing system, etc.).
7. Transition schedule and weekly timing plan to transition from the current collection system to Proposer's collection system, for public education and outreach on new services, and for removal and replacement of Carts and Bins.

- B. Collection Service Operations Plan:** Proposers shall provide a detailed Collection Service Operations Plan that presents the specific collection programs that will be implemented in the City. The Collection Service Operations Plan must address items as listed above and include:

1. VEHICLES

- a. A listing of Proposer's collection equipment and all accessories by type, model, year of manufacture, and anticipated remaining useful life, as of the date of the inventory.
- b. As new collection vehicles are to be provided, delivery guarantees by manufacturers shall be included in the Proposal for all new equipment to be provided to the City.
- c. Vehicle fuel type, size, number of axles, gross vehicle weight, maximum load capacity, turning diameter, and number of collection compartments for all collection vehicles (front loader, side load, rear load, single-body, split-body collection, regular compactor, small compactor, pup trucks, operational noise level in decibels, etc.).
- d. Vehicle safety features.
- e. How Proposer's collection vehicles will reduce air emissions, wear and tear on the City's streets, and length of time that containers will remain in the right of way.

- f. How Proposer will use technology, such as GPS, to track and monitor collection, and identify the proposed technology brand to be used.
- g. The appearance of the vehicles, including the color and information to appear on the outside of the vehicles.
- h. Vehicle maintenance program, including response/replacement/repair time for vehicles on route.
- i. The scheduled maintenance and cleaning of the vehicles.
- j. Plan for procurement of Collection Vehicles that utilize low-carbon (“alternative”) fuel (RNG, LNG, CNG, electric, or other), including whether or not the RNG comes from SB 1383 qualifying recovered organic waste product (ROWP) sources.
- k. Proposer’s approach to transition to Zero Emission Vehicles (ZEVs) per the new California Air Resources Board (CARB) Advanced Clean Fleets (ACF) regulations (<https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets>).
- l. Proposed location of corporation yard for parking, fueling, and maintenance of vehicles.

2. CONTAINERS

- a. Containers to be used, including dimensions.
- b. Experience of other collection programs with this type of container.
- c. The sufficiency of the containers’ capacity based on the requirements of the Collection Services.
- d. The suitability of containers to be used in areas that may have limited space or are in Bin enclosures.
- e. Ease of cleaning and the appearance of the containers, including their colors and information to be imprinted on the containers, compliant with the color and labeling requirements of SB 1383.
- f. Container maintenance program, including response/replacement/repair time for containers.

3. ROUTE OPERATIONS

- a. The number of vehicles required for the collection programs, and the number of routes to be performed, by each service line and material type collected.
- b. The number of containers collected per hour, by service line and material type collected.
- c. Total number of route hours (8 or 10 hours/day), and the total hours on-route, by service line and material type collected.
- d. The number of vehicle passes per Service Recipient.
- e. The number of crew members required per vehicle, and their responsibilities.
- f. The advantages and disadvantages of the type of vehicle chosen (particularly regarding noise, emissions, and the impact on the City’s roads).
- g. How drivers and dispatch will communicate while on route to resolve customer service requests/complaints.
- h. How drivers will handle debris that falls from collection containers or collection vehicles onto the ground or street.

- i. Methods used by drivers to monitor contamination, and how this will be communicated to Service Recipients.
 - j. The material types each vehicle will collect.
 - k. Approach to conducting annual route audits to verify that service levels and Service Recipient billing are 100% correct.
4. **SAFETY**
- a. Staffing safety requirements, including physical, drug, and alcohol testing requirements.
 - b. Management protocols for Household Hazardous Waste (HHW), including electronic waste (E-Waste) and Universal Waste (U-Waste).
 - c. Health and safety management procedures.
5. **REPORTING**
- a. Detailed AB 341, AB 939, AB 1594, AB 1826, and SB 1383 monitoring and reporting, including electronic transmission of reports to the City.
 - b. Method used to track tonnage collected.
 - c. Process for tracking and reporting Service Recipient complaints and dispute resolution to the City.
 - d. Detailed sustainability and GHG emissions reduction and tracking reporting to the City.

C. Customer Service Plan: Proposers shall provide a detailed Customer Service Plan specifying the customer service operations that will be used in the City. The Customer Service Plan will be included as an exhibit in the final Collection Agreement, when approved by the City. Customer service hours must be noted.

The Customer Service Plan must include the following:

- 1. Protocol for receiving customer calls, issuing work orders, closing work orders, and callbacks to Service Recipients.
- 2. Protocol for Service Recipient billing, billing changes, and billing disputes.
- 3. Whether or not a new phone system and/or new website will be included.
- 4. Staffing levels to ensure excellent customer service and limited wait times (state the number of customers per customer service representative).
- 5. Payment programs and options providing alternatives for Service Recipients to submit payment.

D. Sustainability and Compliance Plan: Proposers are required to provide a Sustainability and Compliance Plan with a description of the diversion and sustainability programs associated with providing the requested services. This may include, without limitation, Proposer's approach in obtaining the diversion goals specified in this RFP. Proposers must provide diversion estimates, which must not be less than the minimum diversion required in this RFP and must be tied to specific collection methods and public education programs. Failure to provide the estimated diversion tonnages and diversion estimates will be grounds for disqualification. The Sustainability and Compliance Plan will be included as an exhibit to the final Collection Agreement, when approved by the City.

The Sustainability and Compliance Plan must, at a minimum, include the following:

1. Proposer's approach to reducing, tracking, monitoring, and reporting GHG emissions to the City.
2. Proposer's approach to meeting the City's diversion requirements and assisting the City with meeting CalRecycle's seventy-five percent (75%) diversion goal by June 30, 2031, listing specific diversion programs by program type (SFD, MFD, Recyclable Material, Organic Waste, Bulky Waste, etc.).
3. Diversion facilities to be used (including name, location, owner/operator, permit status, and permitted capacity).
4. A schedule showing specific programs and tasks, milestones, and timeframes for meeting the diversion requirements, as specified in this RFP.
5. A table segregated by SFD, MFD, and Additional Services, estimating tonnages for Recyclable Material and Organic Waste collected for each calendar year of the Collection Agreement, beginning with the Collection Agreement First Agreement Year.
6. Proposer's approach to reducing contamination of Recyclable Materials and Organic Waste.
7. Proposer's approach to reducing air emissions and wear and tear on the City's streets.
8. Environmental Stewardship (all environmental management policies and activities related to the proposed activities must be described, including the use of alternative fuel vehicles, use of recycled products throughout operations, internal waste reduction and reuse protocol, water, and resource conservation activities within facilities [design, construction, and operation], compliance with laws governing HHW, E-Waste, and U-Waste, and use of non-toxic products when possible).
9. Use of local vendors.
10. Domestic solutions for the recycling and recovery of Recyclable Materials.
11. Innovative "green" approaches to providing services.

E. Education and Outreach Plan: Proposers shall provide a detailed bilingual or multi-lingual (English and Spanish, at a minimum) Education and Outreach Plan that specifies the methods and public education materials that will be used for program start-up and throughout the Collection Agreement term for the City. Specific attention should be given to methods to achieve high participation and diversion through Recycling and Organic Waste Collection programs, City-Supported Events, ongoing waste disposal programs (e.g., dump vouchers, dumpster days, bulky item pick-up, etc.), and ongoing "how to" promotions. The Education and Outreach Plan will be included as an Exhibit to the final Collection Agreement, when approved by the City.

Specifically, the Education and Outreach Plan must address:

1. Implementing aggressive public education programs, especially with MFD solid waste generators, to meet the City's diversion requirements.
2. Methods to reduce contamination of Recyclable Material and Organic Waste.

3. Educating Service Recipients on the benefits of participation in Recycling and Organic Waste Collection programs.
4. City waste disposal programs and services.
5. Implementing public education and outreach programs in the City's schools, business community, City facilities, and special events.
6. The various media types that may be used, including, but not limited to, print (e.g., flyer, postcard, poster, or billboard), internet and social media platforms, video, audio, etc.

F. Cost Information

1. Provide the total direct and indirect costs to complete all tasks identified in the scope of services. Even if the method of payment to Proposer will be fixed fee, a detailed cost breakdown shall be provided, identifying:
 - a. The number of staff hours and hourly rates for each professional and administrative staff person who will be committed to this Collection Agreement.
 - b. All other direct costs, such as materials and reproduction costs.
 - c. Subcontractor services, if needed.
2. These rates will also be used to negotiate rates for other contracts (including optional tasks) that may be assigned.
3. No additional funds will be paid above and beyond the original quote given by the selected Proposer.
4. Proposers will be paid at the same rates set forth in their cost Proposal unless further negotiated in writing and agreed to by the City.

G. Value Added Services: Please provide any additional services of benefit not specifically required herein, which the Proposer offers to provide.

H. Contractor Assignment of Subcontract

1. The resulting contract shall not be assigned, transferred, or sublet, in whole or in part, without the prior written approval of the City.
2. If Proposer intends to subcontract any portion of the resulting contract, they must describe their process for selecting such subcontractor(s) and the quality control measures that the Proposer will employ to ensure that any subcontractor complies with the provisions of Proposer's contract with the City.

I. Previous Contracts with the City of Sebastopol

1. The Proposer shall submit a list which indicates all prime contracts and/or amendments awarded to the Proposer by the City for the last three (3) years.
2. The list shall include a short description of the agreement, the agreement scope of work, award date, completion date, name of City's assigned project manager, and contract value.

J. Exceptions to this Request for Proposals

1. The Proposer shall state whether or not it takes exception(s) to this RFP, including but not limited to the Collection Agreement (Attachment 1).
 - a. If the Proposer does take exception(s) to any portion of the RFP or contract, the specific portion to which exception(s) is/are taken must be

- identified by section number and explained.
- b. Requests for changes or additions to sections of the Collection Agreement must be shown by requesting deletion of specific words and/or by providing new requested contract language.
 - c. Requests for complete replacement of the City's Collection Agreement for another contract will not be granted.
2. Failure to make exceptions to the RFP or Collection Agreement within the Proposal will be deemed a waiver of any objection. Exceptions will be considered during the Proposal evaluation process, with lack of exceptions being ideal for the City.

K. Statement of Impartiality and Disclosure

1. The nature of this Collection Agreement requires an impartial unbiased approach on the part of the Proposer's team. This Proposal shall include a statement declaring that the Proposer and subcontractors are not currently, and will not, during the performance of these services, participate in any other similar work involving a third party with interests currently in conflict or likely to be in conflict with the City's interests.
2. Additionally, Proposer is required to disclose any pending or active investigations or litigation that may affect the reputation or ability of the Proposer to carry out the Collection Agreement.

Proposal Section 5: Forms

A. Forms in Section 5

1. Proposers must provide fully completed versions of all forms included in Section 5 of this RFP, in the order they are listed, with their Proposals.
2. Proposers shall use only the forms and format provided. Any deviation from those provided may be grounds for rejection of the entire Proposal.
3. Proposers must provide their proposed Service Rates per Form K.
4. Proposed Service Rates must include Recyclable Material and Organic Waste programs that are fully compliant with SB 1383 regulations, as well as all requirements under AB 1594, AB 341, AB 1826, SB 54, CARB's ACF ZEV regulations, and any other existing applicable regulations.

Proposal Section 6: Alternative Services and Exceptions to Collection Agreement

A. Proposers may submit alternatives to the services listed in this RFP, or exceptions to the Collection Agreement language.

1. However, Proposers must propose on all required services as included in this RFP or their Proposal will be rejected as being non-responsive.
2. If service alternatives or Collection Agreement exceptions are presented, as provided for in this section of the RFP, they must be included as an attachment to the Proposal, contain the price of the service alternatives using the forms provided in Section 5 of this RFP, and include specific language necessary for inclusion in the Collection Agreement.
3. Each Collection Agreement exception must be presented by stating:
 - a. The specific exception.
 - b. The page and line numbers of the exception.

- c. The suggested changes to the program related to the exception.
 - d. The suggested changes in the Collection Agreement language related to the exception.
 - e. The manner in which the proposed change would benefit the City, the Service Recipients, or both.
4. Please note that the City has no obligation to accept any proposed service alternative or Collection Agreement exception. Proposals will be evaluated based on the required services and Collection Agreement language as set forth in this RFP.

Proposal Section 7: Appendix

The Proposer may provide additional technical information (i.e., only information specifically related to services to be provided) that they believe to be applicable to this Proposal and include such information as an appendix. Proposers are discouraged from including marketing material, education and outreach material, or other additional information not related to the equipment or services to be provided.

SECTION 4.0 COLLECTION SCOPE OF SERVICES

4.1 INTRODUCTION

The purpose of this section of the RFP documents is to familiarize prospective Proposers with the solid waste services desired by the City. Each Proposer must fully review the Collection Agreement (Attachment 1) and identify in its Proposal any exceptions it proposes.

4.2 CURRENT SERVICE AGREEMENTS

One service provider currently provides solid waste collection services in the City through an agreement for collection services that expires on December 31, 2024. Please refer to Attachment 3 for a copy of the current existing agreement. Except for where the terms and conditions of this RFP and Attachment 1 vary from the current agreements, the City intends for all solid waste collection programs and services to continue via a new Collection Agreement.

4.3 SERVICE AREA

The City intends to award one Collection Agreement for an exclusive solid waste Collection Service Area which consists of the City of Sebastopol city limits.

4.4 SERVICE RATES

Service Recipients in the City are billed by current service providers per the terms of current agreements. The current 2023 Service Rates for the City are included in Attachment 10.

It is the City's intention that new Services Rates for any awarded Collection Agreement will be as close as feasible to, if not the same as, current Service Rates, with consideration to the cost of providing service. Final Service Rates shall be negotiated between the City and selected Proposer.

Service Rates shall be adjusted July 1, 2026, and July 1 annually thereafter, per the methodology included in Section 6.03 of the Draft Collection Agreement (Attachment 1). The City wishes to provide incentives for residents and businesses to actively participate in Recycling and Organic Waste programs, while not being required to over-subscribe for services.

4.5 COLLECTION AGREEMENT TERM

Following approval by the City Council, Collection Services are anticipated to start on July 1, 2025, and to terminate on September 30, 2040, providing for a fifteen (15) year Collection Agreement. The term of the Collection Agreement may be extended by up to two (2) additional five (5) year terms, at the City's option, and subject to the Proposer meeting performance requirements as specified in the Collection Agreement.

4.6 SERVICE OVERVIEW

The City is proposing that the following exclusive Collection Services for SFD residential, MFD residential, commercial, industrial/roll-off boxes, and municipal sectors be provided within the Service Areas. Proposers should note the City is very interested in providing these services with minimum disruption to residents and businesses. Therefore, as part of the Technical Proposal requested in this RFP, Proposers will be required to discuss the methodology they will use to minimize the impact of any operational changes that may occur.

Proposers should also note the City is interested in providing these services in the most sustainable manner possible, such as, but not limited to, providing the following:

- Incorporating education and outreach programs to further the City's diversion requirements and goals.
- Educating Service Recipients on the benefits of diversion program participation.
- Reducing air emissions and wear-and-tear on City streets and providing environmental stewardship, including the use of local vendors and innovative "green" approaches to providing services.

Therefore, as part of the Sustainability Plan requested in this RFP, Proposers will be required to discuss the methodology they will use to provide sustainability programs associated with providing requested services. Of specific interest to the City will be Proposers' approach to tracking, reducing, and reporting on GHG emissions associated with providing Collection Services.

All Service Recipients in the City shall receive Collection Services which include at least weekly collection of Garbage, Source-Separated Recyclable Material, and Source-Separated Organic Waste.

By default, Source-Separated Organic Waste Collection Service is required to include Green Waste and Food Waste, or a mix of Green Waste and Food Waste, for all Service Recipients. The selected Proposer(s) will be required to collect all Source-Separated Organic Waste and deliver it to appropriate facilities per the agreements in Attachments 2 and 3.

Source-Separated Recyclable Materials accepted as part of the Collection Services include cans (aluminum and tin), glass bottles, newspaper, mixed paper, cardboard, and plastics. All Service Recipients in the City shall be serviced using the designated sizes of Carts and Bins, as well as 10 to 40 cubic yard Roll-off Containers for permanent Roll-off Service Recipients. The selected Proposer(s) will be required to collect all Source-Separated Recyclable Materials and deliver them to appropriate facilities.

4.7 SOLID WASTE COLLECTION SERVICES

A. SINGLE FAMILY DWELLING (SFD) COLLECTION SERVICES

1. **SFD Bundled Service** - The City would prefer to retain a weekly SFD Solid Waste Collection Service system but is open to considering different system approaches presented by Proposers (see item 4.7.T, SFD Collection Service Alternatives, below).
 - a. Solid Waste Collection Service system(s) will consist of using one (1) 32-Gallon Black or Grey Garbage Cart (with the option to upsize to a 64-Gallon or 96-Gallon Garbage Cart or downsize to a 20-Gallon Garbage Cart), one (1) 96-Gallon Blue Recycling Cart, and one (1) Green 96-Gallon Organic Waste Cart as part of the base SFD Solid Waste Collection Service (with the option to downsize to 32-Gallon or 64-Gallon Recycling and Organic Waste Carts provided the Service Recipient meets certain criteria³).
 - b. On-premises collection must be made available to eligible participants (those who are physically unable to move Carts).
2. **SFD Garbage Collection Service** - The City wishes to retain a weekly, automated SFD Garbage Collection Service program consisting of Black or Grey Garbage Carts in 20-, 32-, 64-, and 96-Gallon sizes. Proposers are required to provide pricing for the 20-, 32-, 64-, and 96-Gallon Garbage Carts requested by SFD Service Recipients.
3. **SFD Recycling Collection Service** - The City wishes to retain a weekly, automated SFD Recycling Collection Service program, using 96-Gallon Recycling Carts.
 - a. One (1) 96-Gallon Blue Recycling Cart will be provided to each Service Recipient as part of the base service to SFD Service Recipients.
 - b. The cost for the base SFD Recycling Collection Service is to be included in the SFD base Service Rates.
4. **SFD Organic Waste Collection Service** - The City wishes to include a weekly, automated SFD Organic Waste Collection Service of Green Waste and Food Waste, using 96-Gallon Green Carts.
 - a. One (1) 96-Gallon Organic Waste Cart will be provided to each Service Recipient as part of the base service to SFD Service Recipients.
 - b. The cost for the base SFD Organic Waste Service is to be included in the SFD base Service Rates.
5. **SFD Bulky Waste Collection Service** - The City is requesting the provision of Bulky Waste Collection Services to SFD Service Recipients on a for-fee basis.
 - a. At the rates set by the Contractor, all Service Recipients shall be eligible to procure curbside Bulky Waste Collection Service for the following:
 - i. Three (3) Large Items
 - ii. Fifteen (15) 35-gallon bags,
 - iii. Four (4) 95-gallon bags,
 - iv. Five (5) E-waste items, or

³ The City is open to alternative proposals that limit the sizes of Recycling and Organic Waste Carts available to Service Recipients to just 96-Gallon Carts OR just 64-Gallon and 96-Gallon Carts.

- v. Up to 1.8 cubic yards of Garbage or Organic Waste.
- b. Bulky Waste Collection Services are to be provided upon next service date if request is received at least two (2) business days prior to the next service date.

6. SFD Additional Services

- a. Holiday Tree Collection – Annually, the selected Contractor shall collect all holiday trees during a three-week period that begins on December 26.
 - b. Used Motor Oil Collection Service – Upon request, at no additional charge, Contractor shall deliver empty collection containers for used motor oil and filters to Service Recipients and subsequently pick up full collection containers of used motor oil and filters.
 - c. Backyard/Off-Street (“On-Premises”) Collection – The selected Contractor may charge Service Recipients for this service unless they are physically unable to move their own Carts.
7. Low-Income Discount program for qualifying low-income Service Recipients that is funded out of Proposer’s goodwill.
8. Backyard/Off-Street (“On-Premises”) Collection services for qualifying Service Recipients with disabilities, with no additional charge, to comply with ADA or similar state law.
- a. Replacement of one lost, destroyed, or stolen cart per Service Recipient, per type of cart, every ten (10) years, as requested.
 - b. Cleaning of one cart per Service Recipient, per type of cart, every five (5) years, as requested.
 - c. Move-In/Out Collection Service. Within three (3) months of vacating or newly occupying the dwelling, at no additional charge, each SFD Customer may request that Contractor provide one on-call Move-In/Out Recyclable Material Collection Service for recyclable packaging materials such as flattened cardboard boxes, bundled newspaper, and packaging foam. This will be offered as a one-time service for each new account.

B. MULTI-FAMILY DWELLING (MFD) COLLECTION SERVICES

MFD Collection Services will be considered as part of the Commercial Collection Service. The City wishes to have MFD Collection Service to be provided to Service Recipients in Carts and/or Bins.

1. **MFD Bundled Service** - The City wishes to have a weekly MFD Solid Waste Collection Service system, using Carts and/or Bins as requested by the MFD Service Recipient. MFD Solid Waste Collection Service containers will be allocated at either the dwelling unit level or the Service Recipient level, dependent on the wishes of the MFD Service Recipient. The base MFD Solid Waste Collection Service will include, at no additional cost, 96 gallons worth of Blue Recycling Cart space and 96 gallons worth of Green Organic Waste Cart space per MFD Service Recipient, which may be divided into smaller Carts at two or more dwelling units. The actual configuration of Recycling and Organic Waste Cart and/or Bin sizes shall be based on the total equivalent volume and configured in a manner determined by the Service Recipient in consultation with the selected Contractor. MFD Service recipients may request additional Carts and/or Bins or increase their collection

frequency for an additional cost.

2. **MFD Garbage Collection Service** – The MFD Garbage Collection Service collection system shall use variable size Black or Grey Carts (20-, 32-, 64-, and 96-Gallon) and Bins (1- through 6-cubic-yard Bins). Proposers must provide pricing for all container sizes listed here and in Form K.
3. **MFD Recycling Collection Service** - The City wishes to retain the current MFD Recycling Collection Service program for all MFD Service Recipients in the Service Area by using variable-size Carts and Bins. 96 gallons worth of Blue Recycling Cart space will be provided to each MFD Service Recipient as part of the base. Additional MFD Recycling Collection Service may be provided for an additional cost in variable size Recycling Carts and/or Recycling Bins, with the volume, collection frequency, and container type based on the individual needs of the MFD complex. The selected Contractor will be required to furnish the necessary number and size of Bins and Carts to accommodate the MFD Recycling Collection Services.
4. **MFD Organic Waste Collection Service** - The selected Contractor will provide MFD Organic Waste Collection Service to all MFD Service Recipients in the Service Area, consistent with State requirements of AB 1826 and SB 1383. MFD Organic Waste Collection Service is required to include both Green Waste and Food Waste.
 - a. Each MFD Service Recipient will receive 96 gallons worth of Green Organic Waste Cart as part of the base service. Additional MFD Organic Waste Collection Service may be provided in variable size Carts and/or Bins, with the volume, collection frequency, and container type based on the individual needs of the MFD complex. The selected Contractor will be required to furnish the necessary number and size of Bins and Carts to accommodate the MFD Organic Waste Collection Services. The cost for additional MFD Organic Waste Service is to be separately accounted for in the MFD Service Rates. This service is to be arranged by the property manager of the MFD complex.
 - b. The City is interested in Proposals that can provide solutions for providing MFD Organic Collection Service in mixed-use complexes (MFD and Commercial Service Recipients that have limited space for collection Carts or Bins, and/or Bin enclosures). The use of split Carts and/or split Bins is acceptable.
9. **MFD Bulky Waste Collection Service** - The City is requesting the provision of Bulky Waste Collection Services to MFD Service Recipients on a for-fee basis.
 - a. At the rates set by the Contractor, all Service Recipients shall be eligible to procure curbside Bulky Waste Collection Service for the following:
 - i. Three (3) Large Items
 - ii. Fifteen (15) 35-gallon bags,
 - iii. Four (4) 95-gallon bags,
 - iv. Five (5) E-waste items, or
 - v. Up to 1.8 cubic yards of Garbage or Organic Waste.
 - b. Bulky Waste Collection Services are to be provided upon next service date if request is received at least two (2) business days prior to the next service date.

5. **MFD Additional Services**

- a. Holiday Tree Collection – Annually, the selected Contractor shall collect all holiday trees during a three-week period that begins on December 26.
- b. Used Motor Oil Collection Service - Upon request, at no additional charge, Contractor shall deliver empty collection containers for used motor oil and filters to Service Recipients and subsequently pick up full collection containers of used motor oil and filters.
- c. Backyard/Off-Street ("On-Premises") Collection - The selected Contractor may charge Service Recipients for this service unless they are physically unable to move their own Carts.
- d. Low-Income Discount program for qualifying low-income Service Recipients that is funded out of Proposer's goodwill.
- e. Backyard/Off-Street ("On-Premises") Collection services for qualifying Service Recipients with disabilities, with no additional charge, to comply with ADA or similar state law.
- f. Replacement of one lost, destroyed, or stolen cart per Service Recipient, per type of cart, every ten (10) years, as requested.
- g. Cleaning of one cart per Service Recipient, per type of cart, every five (5) years, as requested.
- h. Move-In/Out Collection Service. Within three (3) months of a Dwelling Unit being vacated or newly occupied, for up to five (5) Dwelling Units per year, at no additional charge, each MFD Customer may request that Contractor provide one on-call Move-In/Out Recyclable Material Collection Service for recyclable packaging materials such as flattened cardboard boxes, bundled newspaper, and packaging foam.

C. **COMMERCIAL COLLECTION SERVICES**

1. **Commercial Bundled Service** - The City wishes to retain a weekly Commercial Solid Waste Collection Service system, using Carts and/or Bins as requested by the Commercial Service Recipient, and including at no additional cost one (1) 96-gallon Blue Recycling Cart per Service Recipient and one (1) 32-Gallon Green Organic Waste Cart as part of the base Commercial Collection Service. The actual configuration of Recycling and Organic Waste Cart and/or Bin sizes shall be based on the total equivalent volume and configured in a manner determined by the Service Recipient in consultation with the selected Contractor. Proposers are required to provide pricing for collection of the base services and for any additional services that may be requested by the Commercial Service Recipient.
2. **Commercial Garbage Collection Service** - The City wishes to use variable size Garbage Carts (20-, 32-, 64-, and 96-gallon) and Garbage Bins (1- through 6-cubic yard Bins). Proposers must provide pricing for all container sizes listed here and in Form K.
3. **Commercial Recycling Collection Service** - The City wishes to provide single-stream Commercial Recycling Collection Service program, using variable size Recycling Carts and Recycling Bins, to all Commercial Service Recipients in the Service Area, consistent with the State requirements of AB 341 and SB 1383. Each Commercial Service Recipient will receive one (1) 96-gallon Recyclable Material

Cart at no additional cost as part of the base service (the actual configuration of Carts and/or Bins may be determined between the selected Contractor and the Service Recipient; up to two (2) smaller size Carts may be provided if necessary to meet space constraints). Additional Commercial Recycling Collection Service may be provided in variable-size Carts and/or Bins, with the volume, collection frequency, and container type to be based on the individual needs of the Commercial Service Recipient or Commercial complex. The selected Contractor will be required to furnish the necessary number and size of Recycling Bins and Recycling Carts to accommodate the Commercial Recycling Collection Services. The cost for additional Commercial Recycling Collection Service is to be separately accounted for in the Commercial Service Rates.

4. **Commercial Organic Waste Collection Service** - The City wishes to provide Organic Waste Collection Service to all Commercial Service Recipients in the Service Area, including Food Waste, consistent with State requirements of AB 1826 and SB 1383. Commercial Organic Waste Collection Service is required to include both Green Waste and Food Waste. Each Commercial Service Recipient will receive the equivalent volume of one (1) Green 32-Gallon Organic Waste Cart at no additional cost as part of the base service (the actual configuration of Carts and/or Bins may be determined between the selected Contractor and the Service Recipient; up to two (2) smaller size Carts may be provided if necessary to meet space constraints). Additional Commercial Organic Waste Collection Service may be provided in variable-size Organic Waste Carts and/or Organic Waste Bins, with the volume, collection frequency, and container type to be based on the individual needs of the Commercial Service Recipient or Commercial complex. Large generators of Green Waste may also subscribe to collection of Green Waste only (in addition to the required base service). This service is to be arranged by the Commercial Service Recipient or the property manager of the Commercial complex, as appropriate. The cost for additional Commercial Green Waste or Organic Waste Services is to be separately accounted for in the Commercial Service Rates.

D. INDUSTRIAL / DEBRIS BOX AND ROLL-OFF CONTAINER SERVICE

Temporary debris box and roll-off services are to be provided to Service Recipients on an as-needed basis.

E. CITY SERVICES

1. **Collection from City Service Recipients** - The selected Contractor will provide collection services to all City facilities, at no cost to the City. These services include the collection of Garbage, Recyclable Material, and Organic Waste from City facilities. Frequency of service will be determined by location need. A list of current locations and service levels is provided in the Collection Agreement (Attachment 1).
2. **Bulky Waste** – The selected Contractor will provide Bulky Waste Collection Services to City facilities on a for-fee basis.
3. **Collection from City and/or Transit Cans** – The selected Contractor will provide, at a minimum, Garbage collection services to the City’s 106 public Garbage cans

and City-owned bus stops not less than three (3) days per week, at no cost to the City. This service will also include minimally annual power washing public Garbage cans and maintaining cleanliness in and around the Garbage cans. A list of current locations will be provided as an exhibit in the Collection Agreement.

4. **Accumulation of Waste and Abandoned Waste** – The selected Contractor will direct its drivers to note the addresses of premises where Solid Waste is accumulating, as well as the addresses of other locations where Solid Waste has been abandoned and convey these addresses to the City.
5. **City-Sponsored Special Events** – Collection of Garbage, Recyclable Materials, and Organic Waste at up to ten City-Sponsored Special Events per year.

F. ADDITIONAL SERVICES

1. **Support in Complying with SB 54** – The selected Contractor will provide support to the City in complying with SB 54, which may include support with record-keeping, collection of data, waste stream sampling, and compilation of reports.
2. **Street Sweeping Services** – The selected Contractor will provide Street Sweeping Services as outlined in the Collection Agreement.
3. **Household Alkaline Battery Recycling Program** – The selected Contractor will periodically collect household alkaline batteries from several battery drop-off locations within the City limits, as listed in the Collection Agreement.

G. OTHER NEW AND ENHANCED SERVICES

Organized by Collection Agreement section number, the below list includes the new and enhanced services the Cities are requesting be considered as optional services for potential inclusion in the Collection Agreement. New and enhanced services are not to be included in Service Rate Proposals. To the extent Proposers would require additional compensation to provide any or all additional services, Proposers must submit separate figures stating the initial per Service Recipient per month additional Service Rates for each applicable additional service, with due consideration to Service Recipient classifications (i.e., residential vs. commercial vs. industrial). Proposers may propose other optional additional services subject to these same instructions, if desired.

1. Free Bulky Item Waste Collection Service: two (2) free pick-ups per SFD Service Recipient per calendar year (Section 10.11), and five (5) free pick-ups per MFD Service Recipient per calendar year (Section 11.10).
2. Abandoned Waste Removal, upon request from City, in accordance with Service Recipient Rates (Section 14.01.6).

H. GOOD CORPORATE CITIZENSHIP / VALUE-ADDED SERVICES

The selected Contractor may provide additional good corporate citizenship / value-added services for the City to consider. Refer to Section 3.3: Proposal Section 6 (Proposal Service Alternatives and Collection Agreement Exceptions) for additional detail regarding submitting alternatives and exceptions to this RFP. Additional costs associated with each good corporate citizenship / value-added service are to be separately accounted for using the forms provided in Section 5.

I. EDUCATION AND OUTREACH PLAN

1. The selected Contractor must provide ongoing and effective Education and Outreach to all Service Recipients in the City to assist the City in meeting its diversion requirements and goals. The Education and Outreach Plan may involve the development of education and outreach materials, staffing at City-Supported Events, a City-specific website that fully explains the selected Contractor's services and Service Rates, effectively promotes the diversion options offered to Service Recipients, and allows Service Recipients to submit service changes, inquiries, complaints, or queries, as well as other social media platforms, and other strategies. The Proposer must include specific details of the proposed Education and Outreach Plan, how the program will be managed, and how effectiveness of the program will be measured on an ongoing basis. These indicators are to be incorporated into the ongoing reports provided to the City, and the City reserves its rights to redirect the selected Contractor's efforts or require additional selected Contractor efforts if the Education and Outreach Plan is not showing measurable and tangible results as proposed.
2. Education and Outreach Plan responsibilities will include, but are not limited to, the following:
 - a. Recycling and Organic Waste program implementation, including conducting on-site waste audits and providing written summary reports for all Service Recipients at least once per year for the first three (3) years of the term. Thereafter, on-site waste audits will be conducted for a minimum of fifty percent (50%) of Commercial Service Recipients, with the primary focus on those Service Recipients with the lowest program participation or diversion. The results of the waste audits and ongoing AB 341, AB 1826, and SB 1383 compliance reports will be provided to the City.
 - b. Educate City staff and Service Recipients as appropriate, regarding Applicable Law and other State legislation.
 - c. Develop and distribute both written and electronic public education and outreach material to Service Recipients.
 - d. Update City-specific webpage at least annually.
 - e. Advise appropriate personnel (management, employees, janitors, etc.) at MFD and Commercial Service Recipients on methods and recommendations to increase recycling and decrease landfilling (i.e., how to maximize diversion and provide educational materials, posters, labels, etc.).
 - f. Inform and educate Service Recipients on the full range of all services being offered, including Cart and Bin exchange and cleaning, Clean-Up Day annual

- events, Bulky Waste Collection, and availability of Kitchen Food Waste Pails.
 - g. Advise Service Recipients on the selection of collection services and container sizes to maximize diversion, and the potential cost control if a Service Recipient takes recommended actions to increase diversion.
 - h. Educate Service Recipients, especially MFD and Commercial Service Recipients, on how to participate in Recycling and Organic Waste diversion programs and how to decrease or eliminate contamination; and
 - i. Educate and train staff and custodians on best practices for recycling and waste reduction, and on availability and use of in-house recycling containers.
3. Upon award of solid waste services Collection Agreement, the selected Contractor will meet with key City staff monthly to review, at a minimum, program performance, current and anticipated activities, specific outreach performed to promote high participation in diversion programs, ability for Service Recipients to change service levels, awareness of and participation in Bulky Waste Collection, methods to monitor contamination, and Service Recipient service messaging on diversion programs. The selected Contractor may use subcontractors to perform some or all the duties normally assigned to outreach staff. The City will approve any such subcontractors in advance.

The City will approve the specific program activities associated with the Education and Outreach Plan, and the selected Contractor's Education and Outreach Plan will be included as an Exhibit to the final executed solid waste services Collection Agreement.

J. COLLECTION CONTAINERS

1. The selected Contractor must provide Collection Containers that are compliant with SB 1383. Each container must be in a color distinctive to each use, and all containers for the same use shall be colored the same. The following colors shall be used for collection container lids: Garbage (black or grey); Recyclable Materials (blue); and Organic Waste (green). Each container shall be marked with an adhesive label or imprinted with its intended usage in letters and pictures. The label shall specify what materials are allowed to be placed in each container. Labels must represent acceptable versus unacceptable items in written or graphic form both in English and Spanish.
2. The selected Contractor must provide Carts ranging in size, including 20, 32, 64, and 96 gallons. The selected Contractor must also provide Bins ranging in size from 1- to 6-cubic-yard capacity for collection from MFD Service Recipients, Commercial Service Recipients, and City facilities, except for Organic Waste Bins, which shall be provided in sizes ranging from 1- to 2-cubic-yard capacity. The cost for this service is to be bundled in the Collection Service Rates and not charged as a separate cost to the Service Recipient. Proposer's Cart and Bin specifications will be included in the final Collection Agreement. The City may inspect the condition of the Carts and Bins and may require immediate replacement of Carts or Bins if they are determined by the City not to be in good working order or visually acceptable appearance.
3. The City anticipates that during the term of the proposed solid waste services Collection Agreement, Carts will need to be repaired and/or replaced with new Carts.

Accordingly, all new Carts will have heavy duty wheels, attached hinged lids, and be designed to be resistant to inadvertent tipping due to high winds. All new or replacement Carts must be compatible with automated collection and similar to the existing Carts. The City will approve the specific colors of the Carts (blue for Recyclable Material, green for Organic Waste, and black or grey for Garbage) and Cart design (square, rectangular, tall, short). The lids and bases on all Carts must have matching colors or as approved by SB 1383. All new or replacement Carts will be manufactured with a minimum twenty percent (20%) recycled material content and come with a ten (10) year warranty against defects. The City strongly encourages new and replacement Carts to be made of materials with a higher recycled content than twenty percent (20%) post-consumer material. The City also requires that all new or replacement Carts be hot-stamped, embossed, or labeled/decals with "Disposal Company", a unique identification number, and images of the type of materials to be collected (i.e., Garbage, Organic Waste, Recyclable Material). All Carts shall also contain instructions for proper usage. If any of the above is accomplished via labels or decals, such labels or decals must be maintained and/or replaced as necessary throughout the term to maintain a near new appearance. All writing on the Carts shall be in both English and Spanish.

4. Each Service Recipient is entitled to the replacement of one (1) lost, destroyed, or stolen Cart, per type (Garbage, Organic Waste, Recyclable Material) of Cart, every five (5) years during the term of the Collection Agreement at no cost to the Service Recipient. Except in the case of a Cart that must be replaced because of damage caused by selected Contractor or in the case where selected Contractor elects to replace a Cart rather than repair it on-site, selected Contractor will be compensated for the cost of those replacements in excess of one (1) per type of Cart per Service Recipient during the term of the Collection Agreement. This provision is intended to be applied on a per Cart type, individual Service Recipient basis, and accordingly each Service Recipient could receive up to three (3) replacement Carts, one (1) of each type, every five (5) years during the term of the contract. Within five (5) Workdays of notification by the City or a Service Recipient of the need for such replacement, selected Contractor must replace the Cart.
5. Repair of Garbage, Recyclable Materials, and Organic Waste Carts. The selected Contractor is responsible for the repair of Carts, including, but not limited to, hinged lids, wheels, and axles. Within five (5) Workdays of notification by the City or a Service Recipient of the need for such repairs, selected Contractor must repair the Cart or, if necessary, remove the Cart for repairs and deliver a replacement Cart to the Service Recipient. Collection Container repair also includes the removal of graffiti from the Collection Container.

K. COLLECTION VEHICLES

1. Upon commencement of the Collection Agreement and throughout the term of the Collection Agreement, the selected Contractor must provide collection vehicles that comply with federal, state, regional, and local clean air and safety standards. The specific type of fuel to be used is to be proposed by the Proposers. Proposers also must demonstrate how their collection vehicles will comply with CARB regulations, including ACF and ZEV regulations.

2. The City is also concerned with additional wear to the City's streets from collection vehicles. The City is interested in collection methods and collection vehicles that minimize wear on the City's streets. Proposers must specify the gross operating weight of the collection vehicles, as well as the methods to monitor, report, and eliminate overweight collection vehicles from operating within the City.
3. Proposers are required to provide a description of how their collection vehicles and collection methods will minimize wear on the City's streets.
4. All collection vehicles will be equipped with GPS tracking devices that can be used to record start and stop times, vehicle locations, and maximum speed. All collection vehicles must meet federal, state, and local maximum noise standards, and be repainted at least once every five (5) years, or as reasonably determined by the Collection Agreement Administrator to maintain a positive public image.

Additional details on specific vehicle requirements can be found in the Collection Agreement.

L. COLLECTION HOURS AND DAYS, AND OFFICE HOURS

1. SFD collection hours shall be between 6 a.m. and 6 p.m., Monday through Friday. MFD collection hours shall be between 6 a.m. and 6 p.m., Monday through Friday. Commercial and City collection hours shall be between 5 a.m. and 6 p.m., Monday through Saturday. Commercial collection adjacent to Residential Premises shall be between 6 a.m. and 6 p.m. Monday through Saturday. The City may also require restricted collection hours in areas impacted by commute traffic, road repair, around schools, in areas where commercial collection is within six hundred (600) feet of residential housing, or where continued noise complaints about collection vehicles have occurred.
2. In-person Office Hours shall be, at a minimum, from 8:00 a.m. to 5:00 p.m. daily on weekdays. A representative of the selected Contractor shall be available during office hours for communication with the public at selected Contractor's principal office. The selected Contractor shall maintain a local or toll-free telephone number during both normal office hours and after-hours, and an answering service during all hours other than normal office hours.
3. Proposers must retain an office within the City limits, or, with permission from the City, at some other location nearby, at which customers may attend in person to pay bills or ask questions.

M. DIVERSION STANDARDS

The selected Contractor will be responsible for diverting from disposal at least fifty (50%) of all materials the selected Contractor collects from all services under the provisions of the Collection Agreement, starting July 1, 2025, measured annually. The Proposer must also provide their methodology for assisting the City in achieving the State's seventy-five percent (75%) diversion goal.

N. DISPLACED EMPLOYEES

1. The City requires that the selected Contractor offer employment to displaced employees of the prior contractor(s) (and, if applicable, subcontractors). Proposers shall include a declaration of intent in the cover letter of their Proposal, indicating their agreement to retain the employees of the prior contractors/subcontractors until such employees leave employment or are terminated for cause. In the declaration, Proposers shall confirm that offers of employment to displaced employees will be at or in exceedance of prior pay and benefit rates. Any Proposer that fails to include such a declaration in the cover letter of its Proposal may be considered non-responsive, and, if so, its Proposal will not receive further consideration.
2. Prior to contract award, the City will require the selected Contractor to affirm its commitment to provide offers of employment to displaced employees, including the provision to employ displaced employees at pay and benefit rates meeting or exceeding current rates. The City will also require the selected Contractor to agree to make information about wage rates, benefits, and job classifications of employees available to the City prior to subsequent procurement for solid waste collection and transportation services.

O. CUSTOMER SERVICE AND BILLING

1. The selected Contractor shall be responsible for the billing and collection of payments for all Integrated Waste Management Services. The selected Contractor must charge Service Recipients the Service Rates approved by the City, and such Service Rates may be adjusted under the Collection Agreement.
2. The selected Contractor shall not charge the City for the inclusion of additional educational or other materials included in the regular invoices.
3. If a Customer's payment becomes more than one hundred twenty (120) days past due, selected Contractor may request approval from the City to suspend service to that account until payment is received.

P. SERVICE RATES

1. The City wishes to provide incentives for residents and businesses to actively participate in Recycling and Organic Waste programs, while not being required to over-subscribe for services. Service Rates will be based on the Garbage, Organic Waste, and Recycling container capacity, and/or the number of containers and frequency of collection.
2. Maximum Services Rates will be effective July 1, 2025, and will be adjusted beginning July 1, 2026, and each January 1 thereafter during the term of the Collection Agreement. The methodology is per the terms and conditions of the Draft Collection Agreement, Section 6.03.

Q. CONTRACTOR'S PAYMENTS TO THE CITY

The selected Contractor will pay to the City the following fees:

1. **Procurement Reimbursement:** The selected Contractor shall reimburse the City a one-time two hundred thousand dollars (\$200,000) fee for the cost of the Collection Agreement solicitation, evaluation, negotiation, and award process. This one-time payment is due within thirty (30) days of the Effective Date of the Collection Agreement and is not recoverable from any compensation under the Agreement.
2. **Franchise Fee:** The selected Contractor shall pay applicable franchise fees established by the City. For the purposes of submitting Proposals, Proposers shall assume that the franchise fee in the City will be 10% of Gross Revenues for Collection Services provided in the City.

R. ADJUSTMENT TO FEES

The City may adjust the fees described in this Section and the Collection Agreement at any time during the Term of the Collection Agreement. All changes in the total amount of fees to be collected by selected Contractor and remitted to the City shall be promptly reflected in an adjustment in Service Rates, such that the selected Contractor shall be fully compensated in its Service Rates for all such fees.

S. BILLING AUDIT, FINANCIAL AUDIT, AND PERFORMANCE REVIEW

Only if requested by the City, a billing audit, financial audit, and performance review may be conducted up to two times during the initial term. The Contractor is responsible for paying for one hundred percent (100%) of the Billing Audit and Performance Reviews, not to exceed \$85,000 per review.

T. SFD COLLECTION SERVICE ALTERNATIVES

Proposers are encouraged to present an alternative collection service plan wherein all SFD Customers would receive Garbage Collection Service on an every-other-week schedule, with Recycling Collection Service on alternating weeks between Garbage Collection Service. Organic Waste collection would remain a weekly service. If put forward, this alternative Collection Service should be accompanied by an alternative rate schedule.

SECTION 5.0 REQUIRED FORMS

Proposers that attended the Mandatory Pre-Proposal Video Conference must submit their original signed Form A as part of their Proposal. Additionally, Proposers must complete and submit Forms B - K on the following pages as part of their Proposal. Failure to complete and submit the required forms may result in disqualification from this RFP process.

- Form A: COMMUNICATION PROTOCOL
- Form B: PROPOSER'S STATEMENT OF ORGANIZATION
- Form C: CERTIFICATION OF NON-GRATUITIES
- Form D: CONTAINER SPECIFICATIONS
- Form E: VEHICLE SPECIFICATIONS
- Form F: NON-COLLUSION AFFIDAVIT OF PROPOSER
- Form G: SERVICE RECIPIENT RATE PROPOSAL SUMMARY AND SIGNATURE
- Form H: PASS/FAIL REQUIREMENTS
- Form I: NOTICE TO PROPOSERS REGARDING CONTRACTUAL REQUIREMENTS
- Form J: REFERENCES
- Form K: SERVICE RATES

Form A
COMMUNICATION PROTOCOL

The City of Sebastopol commits to a procurement process for Integrated Waste Management Collection Services to be open, objective, and carefully monitored. The following rules will be adhered to and enforced.

Until the City Council awards the Collection Agreement, all contact between participants, participants' subcontractors, participants' affiliates, participants' lobbyists, legal, or political advisors, or any individual or entity that may be assisting the participant in preparing a response to this RFP, or providing work to the participant should participant be selected, and the City, shall be in writing by email to:

City of Sebastopol
Mary Gourley, Assistant City Manager / City Clerk
Email: mgourley@cityofsebastopol.gov

All communications between the City and a participant, along with the related responses, will be transmitted simultaneously to all participants that have signed into and attended the Mandatory Pre-Proposal Video Conference and will be included as part of the evaluation record.

Any participant who fails to recognize or use this process of communication will be notified of its violation and may be subject to disqualification from the selection process at the sole discretion of the City.

Any contact or attempt to contact or directly interact with any elected or appointed official for the purpose of obtaining information or influencing the RFP Process, including the selection process, must be disclosed in compliance with the provisions of this Form A, and failure to do so will be grounds for determination of non-compliance and disqualification from the selection process.

All participants must acknowledge and sign this statement as part of the RFP process. All participants must provide a signed version of this statement electronically by the date of the Mandatory Pre-Proposal Video Conference (June 19, 2024). Participants that do not provide this signed statement will be disqualified from this procurement process.

On behalf of my company/agency, I understand and accept the rules established in this statement.

Company Name: _____
(Print or Type)

Representative: _____ Title: _____
(Print or Type)

Primary Representative Phone Number: _____

Primary Representative Email: _____

Signature: _____ Date: _____
(Sign in Ink)

Form B
PROPOSER'S STATEMENT OF ORGANIZATION

1. Full Name of Business Concern (Proposer):

Principal Business Address:

2. Principal Contact Person(s):

Name: _____

Phone Number: _____

3. Form of Business Concern:

Corporation Partnership Joint Venture LLC Other _____

4. Provide names of partner(s) or officer(s) as appropriate and indicate if the individual has the authority to sign in name of Proposer. Provide proof of the ability of the individuals so named to legally bind the Proposer.

_____	_____
Name, Title	Address
_____	_____
Name, Title	Address

If a corporation, in what state incorporated: _____

Date Incorporated: _____

Month Day Year

5. If a Joint Venture, LLC, or Partnership, date of Agreement: _____

Form B
PROPOSER'S STATEMENT OF ORGANIZATION

6. List all subcontractors participating in this Collection Agreement:

Name:

Address:

a) _____

b) _____

c) _____

d) _____

7. Outline specific areas of responsibility for each firm listed in Question 6 above. Please include total hours or percentage of time subcontractor will spend.

a) _____

b) _____

c) _____

d) _____

8. Identify the provisions of any agreement between parties which assigns legal or financial liabilities or responsibilities:

9. If responding firm(s) are a partially or fully-owned subsidiary of another firm, or share common ownership with another firm, please identify the firms and relationships.

Form C
CERTIFICATION OF NON-GRATUITIES

TO: THE CITY OF SEBASTOPOL

CERTIFICATION

This is a written certification, signed under penalty of perjury, stating that no persons acting on behalf of _____ has paid, or offered or attempted to pay, any elected or appointed official, officer, or employee of the City any compensation or consideration, in any form whatsoever, in connection with obtaining or entering into this Collection Agreement .

Name

Title

Signature

Date

Form D.1
CART SPECIFICATIONS
 (Complete 1 form for each service offered)

<p>1. Select services provided:</p> <p><input type="checkbox"/> Garbage</p> <p><input type="checkbox"/> Recyclable Material</p> <p><input type="checkbox"/> Organic Waste (Yard Trimmings only)</p> <p><input type="checkbox"/> Organic Waste (Yard Trimmings <u>and</u> Food Waste)</p> <p><input type="checkbox"/> Food Waste only</p>	<p>2. Will the container be new or used?</p> <p><input type="checkbox"/> New</p> <p><input type="checkbox"/> Used</p>
--	---

3. Manufacturer: _____

4. Material of Construction: _____

5. Recycled Content (percentage): _____

6. Manufacturing Method (rotational molding, injection molding, other):

Container Size	20-gal	35-gal	65-gal	95-gal
7. Color	_____	_____	_____	_____
8. Durability (in service years)	_____	_____	_____	_____
9. Cost of Each Container	_____	_____	_____	_____
10. Dimensions of Each Container (length x width x height)	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
11. Wheel Size	_____	_____	_____	_____
12. Manufacturer's Warranty	_____	_____	_____	_____

**Form D.2
BIN SPECIFICATIONS**

(Complete 1 form for each service offered)

<p>1. Select services provided:</p> <p><input type="checkbox"/> Garbage</p> <p><input type="checkbox"/> Recyclable Material</p> <p><input type="checkbox"/> Organic Waste (Yard Trimmings only)</p> <p><input type="checkbox"/> Organic Waste (Yard Trimmings <u>and</u> Food Waste)</p> <p><input type="checkbox"/> Food Waste only</p>	<p>2. Will the container be new or used?</p> <p><input type="checkbox"/> New</p> <p><input type="checkbox"/> Used</p>
--	---

3. Manufacturer: _____

4. Material of Construction: _____

5. Recycled Content (percentage): _____

6. Manufacturing Method (rotational molding, injection molding, other):

Container Size	1-yd	2-yd	3-yd	4-yd	5-yd	6-yd	7-yd
7. Color	_____	_____	_____	_____	_____	_____	_____
8. Durability (in service years)	_____	_____	_____	_____	_____	_____	_____
9. Cost of Each Container	_____	_____	_____	_____	_____	_____	_____
10. Dimensions of Each Container (length x width x height)	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
11. Wheel Size	_____	_____	_____	_____	_____	_____	_____
12. Manufacturer's Warranty	_____	_____	_____	_____	_____	_____	_____

Form D.3
ROLL-OFF CONTAINER SPECIFICATIONS
 (Complete 1 form for each service offered)

1. Select services provided: <input type="checkbox"/> Garbage <input type="checkbox"/> Recyclable Material <input type="checkbox"/> Organic Waste (Yard Trimmings only) <input type="checkbox"/> Organic Waste (Yard Trimmings <u>and</u> Food Waste) <input type="checkbox"/> Food Waste only	2. Will the container be new or used? <input type="checkbox"/> New <input type="checkbox"/> Used
---	--

3. Manufacturer: _____

4. Material of Construction: _____

5. Recycled Content (percentage): _____

6. Manufacturing Method (rotational molding, injection molding, other):

Container Size	10-yd	15-yd	20-yd	30-yd	40-yd
7. Color	_____	_____	_____	_____	_____
8. Durability (in service years)	_____	_____	_____	_____	_____
9. Cost of Each Container	_____	_____	_____	_____	_____
10. Dimensions of Each Container (length x width x height)	_____	_____	_____	_____	_____
11. Wheel Size	_____	_____	_____	_____	_____
12. Manufacturer's Warranty	_____	_____	_____	_____	_____

Form E
VEHICLE SPECIFICATIONS
(Complete 1 form for each vehicle of service provided)

1. Select Service:

Garbage Recyclable Material Organic Waste Other: _____

New **or** **Refurbished**

2. Manufacturer and Model

a. Cab and Chassis _____
b. Body _____
c. Engine _____
d. Transmission _____

3. Cab and Chassis:

a. Cab Height _____
b. Number of Axles _____
c. Overall Length with Body Mounted _____

4. Body:

a. Type of Body _____
b. Rated Capacity _____
c. Practical or Net Capacity _____

d. No. of Collection Compartments _____
e. Net Capacity of Each Compartment _____ cubic yards
f. Overall Body Length _____ inches
g. Body Height _____ inches
h. Body Width _____ inches
i. Loading Height Above Ground _____ Minimum _____ Maximum
(inches) (inches)

5. Weight

_____ GVW (lbs.) _____ Tare (lbs.)

6. Will the vehicles be owned, leased, or other?

7. Purchase/lease cost of each vehicle \$ _____

8. Fuel type _____

9. Fuel usage _____ mpg

10. Average fuel per fill _____ gal/fill

11. Average fills per day _____ fills/day

12. Average fills per week (M-F) _____ fills/week

13. Emissions rating

a. CO _____ g/bhp/hr.
b. HC (total hydrocarbons) _____ g/bhp/hr.
c. NO_x _____ g/bhp/hr.
d. Particulate Matter _____ g/bhp/hr.

14. Safety Features

15. Color

16. GPS Monitoring and Tracking Features

Form F
NON-COLLUSION AFFIDAVIT OF PROPOSER and
DISCLOSURE OF NON-COMPETE AGREEMENTS

State of _____ County of _____, being duly sworn, deposes and says that:

1. S/he is _____ of _____, the Proposer that has submitted the attached Proposal.
2. S/he is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal.
3. Such Proposal is genuine and is not a collusive or sham Proposal.
4. Neither said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Collection Agreement for which the attached Proposal has been submitted or to refrain from proposing in connection with such Collection Agreement, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached RFP, or of any other Proposer, or to fix any overhead, profit, or cost component of the Proposal or the response of any other Proposer, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Sebastopol, CA, or any person interested in the proposed Collection Agreement.
5. The rate Proposal in the attached RFP is fair and proper and is not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
6. Proposer must list the names of any and all other solid waste service providers and/or affiliates that it has a "non-compete" agreement with that prohibits the other solid waste services provider from proposing on services as requested in this RFP. Failure to disclose this information will result in immediate disqualification from this RFP process.

Signed

Title

Form G
SERVICE RECIPIENT RATE PROPOSAL
SUMMARY AND SIGNATURE

In preparing the Rate Proposal Forms, Proposers should be aware of the following:
All collection Service Rates proposed on these forms for the City shall be fixed through September 30, 2025, and should reflect service requirements as specified in the Collection Agreement.

The Undersigned hereby certifies as follows:

That _____ have personally and carefully examined the specifications and instructions for the work to be done as set forth in Sections 1-5 of this RFP and the Collection Agreement (Attachment 1).

That _____ have made examination of the services as applicable to the Proposal, and fully understand the character of the work to be done.

That _____ agrees to pay the City the Reimbursement for the Cost of the Procurement Process within 30 days of **award** of the Collection Agreement.

That, having made the necessary examination, the undersigned hereby proposes to furnish all materials, vehicles, plant, equipment, and facilities, and to perform all labor and services which may be required to do said work with the time fixed and upon the terms and conditions provided in the Collection Agreement, at the Service Rates set forth on the Rate Proposal Forms set forth below:

PROPOSER: _____

President/Partner/Owner/Managing Member _____

Secretary _____

Firm Name _____

Individual: Partnership: Joint Venture: LLC:
Corporation: _____, A _____ Corporation (State of Incorporation)

Signature Instructions:

If business is a CORPORATION, name of the corporation should be listed in full and both President and Secretary must sign the form, OR if one signature is permitted by corporation by-laws, a copy of the by-laws shall be furnished to the City as part of the Proposal.

If business is a PARTNERSHIP, the full name of each partner should be listed followed by d/b/a (doing business as) and firm or trade name; any one partner may sign the form.

If the business is a LIMITED LIABILITY COMPANY, the Managing Member must sign the form.

If the business is INDIVIDUAL PROPRIETORSHIP, the name of the owner should appear followed by d/b/a and name of the company.

If business is a JOINT VENTURE, the full name of each joint venturer should be listed in full and each joint venturer must sign the form, OR if one signature is permitted by the joint venture agreement or by-laws, a copy of the agreement or by-laws shall be furnished to the City as part of the Proposal.

Signature: _____ Date: _____

Form H
PASS/FAIL REQUIREMENTS

PROPOSER NAME: _____
(name of the entity that will sign the Collection Agreement in the event one is awarded)

Key Contact Information

Name: _____

Title: _____

Address: _____

Telephone Number: _____

Email: _____

The Undersigned hereby certifies as follows (initial next to each statement):

_____ The Proposer has attended the Mandatory Pre-Proposal Video Conference held on June 19, 2024, starting at 2 p.m. PT.

_____ The Proposer has provided all required items in Section 1 of their Proposal, including Cover Letter, Executive Summary, Performance Bond Commitment Letter, and Signed Copies of Addenda.

_____ The Proposer will provide a cashier's check in the amount of \$25,000 to 7120 Bodega Avenue, Sebastopol, CA, 95472, by August 2, 2024, at 4:00 p.m. PT.

_____ The Proposer certifies that Proposer has agreed to meet the specifications and instructions for the services to be done as set forth in Sections 1-5 of this RFP.

_____ The Proposer certifies that Proposer has agreed to meet the specifications and requirements as set forth in the Collection Agreement (Attachment 1).

_____ The Proposer certifies that Proposer has made an examination of the services as applicable to the Proposal, and fully understands the character of the work to be done.

_____ The Proposer warrants that the requirements of the Collection Agreement as described in this RFP, its enclosures, and all addenda have been thoroughly reviewed and the Proposer has conducted all due diligence necessary to confirm material facts upon which the Proposal is based.

_____ The Proposer agrees to pay one hundred percent (100%) of the cost of each of the two (2) **Performance Reviews**, during the initial term of the Collection Agreement. This amount will be escalated annually by the same percentage increase of percentage change in the Consumer Price Index for Water-Sewer-Trash (CPI-WST) used to adjust Service Rates. Adjusted cost shall be rounded to the nearest cent.

_____ The Proposer agrees to submit a **Performance Bond or Letter of Credit** in the amount of **one million dollars (\$1,000,000)** to City upon Agreement award, effective July 1, 2025.

_____ The Proposer agrees to reimburse the City for the solicitation, evaluation, and award of this procurement process, in an amount set by the City. This one-time payment is due and payable to the City within thirty (30) days after the Effective Date of the Collection Agreement.

_____ The Proposer acknowledges the validity of the Proposal contents, including proposed Service Rates and pricing for a period of two hundred ten (210) days from the Proposal due date.

Having made the necessary examination, the undersigned hereby proposes to furnish all materials, vehicles, plans, equipment, and facilities, and to perform all labor and services which may be required to do said work within the time fixed and upon the terms and conditions provided in the Collection Agreement (Attachment 1), at the Service Rates set forth on Form K (Section 5 of RFP):

PROPOSER: _____

President/Partner/Owner/Managing Member _____

Secretary _____

Firm Name _____

Form H
PASS/FAIL REQUIREMENTS

Individual: Partnership: Joint Venture: LLC:
 Corporation: _____, A _____ Corporation (State of Incorporation)
Signature: _____ Date: _____

Signature Instructions:

If business is a CORPORATION, name of the corporation should be listed in full and both President and Secretary must sign the form, OR if one signature is permitted by corporation by-laws, a copy of the by-laws shall be furnished to the City as part of the Proposal.

If business is a PARTNERSHIP, the full name of each partner should be listed followed by d/b/a (doing business as) and firm or trade name; any one partner may sign the form.

If the business is INDIVIDUAL PROPRIETORSHIP, the name of the owner should appear followed by d/b/a and name of the company.

If the business is a LIMITED LIABILITY COMPANY, the Managing Member must sign the form.

If business is a JOINT VENTURE, the full name of each joint venturer should be listed in full and each joint venturer must sign the form, OR if one signature is permitted by the joint venture agreement or by-laws, a copy of the agreement or by-laws shall be furnished to the City as part of the Proposal.

Form I

NOTICE TO PROPOSERS REGARDING CONTRACTUAL REQUIREMENTS

1. SUMMARY OF CONTRACT REQUIREMENTS

- a. A contract is required for any service performed on behalf of the City. Work cannot begin until the contract has been fully executed by both parties.

2. SUMMARY OF INSURANCE REQUIREMENTS

- a. These are the Insurance Requirements for Contractors providing services or supplies to the City. By agreeing to perform the work or submitting a Proposal, you verify that you comply with and agree to be bound by these requirements. When Contract documents are executed, the actual Contract language and Insurance Requirements may include additional provisions as deemed appropriate by City's Risk Manager.
- b. Article 27 of the Collection Agreement (Attachment 1) contains the City's explicit minimum requirements for insurance, summarized by the information provided below.
- c. You should check with your Insurance advisors to verify compliance and determine if additional coverage or limits may be needed to adequately insure your obligations under this Collection Agreement. These are the minimum required and do not in any way represent or imply that such coverage is sufficient to adequately cover the Contractor's liability under this Collection Agreement. The full coverage and limits afforded under Contractor's policies of Insurance shall be available to Buyer, and these Insurance Requirements shall not in any way act to reduce coverage that is broader or includes higher limits than those required. The Insurance obligations under this Collection Agreement shall be: (1) all the Insurance coverage and limits carried by or available to the Contractor; or (2) the minimum Insurance requirements shown in this agreement, whichever is greater. Any insurance proceeds in excess of the specified minimum limits and coverage required, which are applicable to a given loss, shall be available to the City.
- d. Contractor shall furnish the City with original Certificates of Insurance, including all required amendatory endorsements, and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. City reserves the right to require full-certified copies of all Insurance coverage and endorsements.

3. INSURANCE

a. General Insurance Requirements

- i. All insurance shall be primary insurance and shall name City Sebastopol as an additional insured. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under the policy if not named as an additional insured, and an additional insured shall not be held liable for any premium or expense of any nature on the policy or any extension thereof solely because they are an additional insured thereon.

- ii. If the operation under this Collection Agreement results in an increased or decreased risk in the opinion of the City's Risk Manager, then Contractor agrees that the minimum limits hereinabove designated shall be changed accordingly upon written request by the Risk Manager.
- iii. Contractor agrees that provisions of this Section as to maintenance of insurance shall not be construed as limiting in any way the extent to which Contractor may be held responsible for the payment of damages to persons or property resulting from Contractor's activities, the activities of its subcontractor, or the activities of any person or persons for which Contractor is otherwise responsible.
- iv. A Certificate of Insurance, and an additional insured endorsement (for general and automobile liability), evidencing the above insurance coverage with a company acceptable to the City's Risk Manager, shall be submitted to City prior to execution of this Collection Agreement on behalf of the City.
- v. The terms of the insurance policy or policies issued to provide the above insurance coverage shall provide that said insurance may not be amended or canceled by the carrier for nonpayment of premiums otherwise, without 30 days prior written notice of amendment or cancellation to the City. In the event the said insurance is canceled, Contractor shall, prior to the cancellation date, submit new evidence of insurance in the amounts heretofore established.
- vi. All required insurance must be in effect prior to awarding this Collection Agreement, and it or a successor policy must be in effect for the duration of this Collection Agreement. Maintenance of proper insurance coverage is a material requirement of this Collection Agreement, and the failure to maintain and renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract. If Contractor, at any time during the term of this Collection Agreement, should fail to secure or maintain any insurance required under this Collection Agreement, City shall be permitted to obtain such insurance in Contractor's name at Contractor's sole cost and expense, or may terminate this Collection Agreement for material breach.
- vii. Without limiting any other Contractor obligation regarding insurance, should Contractor's insurance required by this Collection Agreement be cancelled at any point prior to expiration of the policy, Contractor must notify the City within 24 hours of receipt of notice of cancellation. Furthermore, Contractor must obtain replacement coverage that meets all contractual requirements within 10 days of the prior insurer's issuance of notice of cancellation. Contractor must ensure that there is no lapse in coverage.

b. Workers Compensation Insurance

- i. Contractor shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor in the amount required by applicable law. The requirement to maintain Statutory Workers' Compensation and Employer's Liability Insurance may be waived by the City upon written verification that Contractor is a sole

proprietor and does not have any employees and will not have any employees during the term of this Agreement.

c. Commercial General and Automobile Liability Insurance

- i. Contractor, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than \$5,000,000 per occurrence and \$10,000,000 aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.

d. Professional Liability Insurance

- i. Contractor, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$5,000,000 per occurrence or claim covering the Contractor's errors and omissions.

e. Cyber Liability Insurance

- i. Limits not less than \$5,000,000 per occurrence or claim, \$10,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Proposer in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines, and penalties, as well as credit monitoring expenses.

f. Technology Professional Liability Errors & Omissions Insurance

- i. Technology Professional Liability Errors and Omissions Insurance appropriate to the Contractor's profession and work hereunder, with limits not less than \$5,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Proposer in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines, and penalties, as well as credit monitoring expenses.

Questions and requests for modification of these terms must be negotiated and approved prior to bid closing and are at the full discretion of the City.

I have read and understand the above requirements and agree to be bound by them for any work performed for the City.

Authorized Signature: _____ Date: _____

Printed Name: _____

**FORM J
REFERENCES**

**REQUEST FOR PROPOSAL
Solid Waste Management Collection Services
City of Sebastopol, California**

The following are the names, addresses, and telephone numbers of three public agencies for which Proposer has performed work of a similar scope and size within the past three years. If the instructions on this form conflict with the references requested in the scope of work, the scope of work shall govern. Complete this form accordingly. Fill out this form completely and upload it with your Proposal.

1.

Name and Address of Owner / Agency

Name, Email, and Telephone Number of Person Familiar with Proposer

Contract Amount

Type of Work

Date Completed

2.

Name, Email, and Address of Owner / Agency

Name and Telephone Number of Person Familiar with Proposer

Contract Amount

Type of Work

Date Completed

3.

Name, Email, and Address of Owner / Agency

Name and Telephone Number of Person Familiar with Proposer

Contract Amount

Type of Work

Date Completed

The following are the names, addresses, and telephone numbers of all brokers and sureties from whom Proposer intends to procure insurance bonds:

Form K
SERVICE RATE PROPOSAL - INSTRUCTIONS

Form K is provided in an Excel workbook. Form K shall be submitted in Excel format electronically via email to _____. In completing your hard copy of the Service Rate Forms, use this Excel Workbook.

Designated Tab	Instruction
<p><u>Tab A</u></p> <p>SFD 2025 Service Rates</p>	<p>Please include all proposed Maximum Service Rates for services available to <u>SFD</u> Service Recipients.</p> <p>For any of the requested <u>SFD</u> Cart sizes or services that the Proposer does not offer, please fill in as "<u>N/A</u>".</p> <p>If the Proposer has additional <u>SFD</u> container size options or services that are not included in the requested services, please add them into the "<u>Other</u>" section with the corresponding Service Rates.</p>
<p><u>Tab B</u></p> <p>MFD 2025 Service Rates</p>	<p>Please include all proposed Maximum Service Rates for service levels and items available to <u>MFD</u> Service Recipients.</p> <p>For any of the requested <u>MFD</u> collection container sizes or collection frequencies that the Proposer does not offer, please fill in as "<u>N/A</u>".</p> <p>If the Proposer has additional <u>MFD</u> container size, frequency, or service options that are not included in the requested services, please add them into the "<u>Other</u>" section with the corresponding Service Rates.</p> <p><u>NOTE:</u></p> <p>All MFD Garbage Service Rates include the equivalent of one 96-Gallon Recyclable Material Cart and one 96-Gallon Organic Waste Cart. Any increased or additional collection service request for Recycling/Organic Waste/Green Waste/Food Waste will be offset by the included bundled cost of Recycling/Organic Waste/Green Waste/Food Waste.</p> <p><u>For Example:</u></p> <p>a.) The cost for a 96-Gallon Recycling Cart is \$60 for once-a-week collection. This cost is already included with the bundled Garbage rate.</p> <p>b.) Should the Service Recipient increase the collection frequency to twice a week collection, the cost for Recyclable Material collection is <u>NOT</u> \$120, it is \$60 for the increased collection.</p> <p>c.) The unbundled rate may be \$120 for twice a week collection, however that rate is being offset by the already included once a week collection rate, which results in a twice a week collection rate at \$60.</p>
<p><u>Tab C</u></p> <p>Commercial 2025 Service Rates</p>	<p>Please include all proposed Maximum Service Rates for service levels and items available to <u>Commercial</u> Service Recipients.</p> <p>For any of the requested <u>Commercial</u> collection container sizes or collection frequencies that the Proposer does not offer, please fill in as "<u>N/A</u>".</p> <p>If the Proposer has additional <u>Commercial</u> collection container size, frequency, or service options that are not included in the requested service levels, please add them into the "<u>Other</u>" section with the corresponding Service Rates.</p>

Form K
SERVICE RATE PROPOSAL - INSTRUCTIONS

<p style="text-align: center;"><u>Tab C</u> Commercial 2025 Service Rates (Continued)</p>	<p><u>NOTE:</u> All Commercial Garbage Service Rates include the equivalent of one 96-Gallon Recyclable Material Cart and one 32-Gallon Organic Waste Cart per Commercial service unit. Any increased or additional collection service request for Recycling/Organic Waste/Green Waste/Food Waste will be offset by the included bundled cost of Recycling/Organic Waste/Green Waste/Food Waste.</p>	
	<p><u>For Example:</u></p>	
	a.)	<p>The cost for a 96-Gallon Recycling Cart is \$60 for once-a-week collection. This cost is already included with the bundled Garbage rate.</p>
	b.)	<p>Should the Service Recipient increase the collection frequency to twice a week collection, the cost for Recyclable Material collection is <u>NOT</u> \$120, it is \$60 for the increased collection.</p>
c.)	<p>The unbundled rate may be \$120 for twice a week collection, however that rate is being offset by the already included once a week collection rate, which results in a twice a week collection rate at \$60.</p>	
<p style="text-align: center;"><u>Tab D</u> Additional 2025 Rates</p>	<p>Please include all proposed Maximum Service Rates for <u>Additional</u> Service Items (Lock Charges, Special Pick-Up Charges, etc.).</p> <p>For any of the supplied <u>Additional</u> Service Items that the Proposer does not offer, please fill in as "N/A".</p> <p>If the Proposer has <u>Additional</u> Service Item options that are not included in the supplied service levels, please add them into the "<u>Other</u>" section with the corresponding Service Rates.</p>	
<p style="text-align: center;"><u>Tab E</u> Capital Start Cost</p>	<p>Please provide the basis of your startup capital expenses (What are the anticipated startup capital costs for proposed trucks and containers, by line of business?).</p>	
<p style="text-align: center;"><u>Tab F</u> Proposal Service Alternatives and Collection Agreement Exceptions</p>	<p>Additionally, please provide the proposed changes in proposed Maximum Service Rates associated with each Proposal Service Alternative or Collection Agreement Exception.</p>	