

# COUNTY OF SANTA BARBARA

## REQUEST FOR PROPOSALS FOR RESIDENTIAL, MULTI-FAMILY, AND COMMERCIAL REFUSE, RECYCLABLES, GREEN WASTE AND EXTRA ITEM COLLECTION SERVICES



September 2010

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## **ATTACHMENTS**

- Attachment 1: Draft Franchise Agreement
- Attachment 2: Process Integrity Compliance Form
- Attachment 3: Anti-Collusion Affidavit
- Attachment 4: Commercial Recycling Protocol and Guidelines
- Attachment 5: Price Forms

## **SECTION 1 – INTRODUCTION**

The County of Santa Barbara is seeking proposals for the collection of refuse, recyclables, green waste, and extra items from residents, multi-family complexes, and businesses in specific zones of the unincorporated areas of the County. The RFP is organized into 7 sections as follows:

<b>Section 1</b>	Provides a brief overview of the RFP
<b>Section 2</b>	Provides a description of the service areas and associated customer types and service levels as well as processing and disposal arrangements.
<b>Section 3</b>	Provides a detailed description of the scope of requested collection services
<b>Section 4</b>	Provides key agreement terms and conditions
<b>Section 5</b>	Details the RFP policies and conditions
<b>Section 6</b>	Outlines the RFP submittal requirements
<b>Section 7</b>	Describes the proposal evaluation criteria, process and timeline

### **1.1. RFP Background**

The County of Santa Barbara is required to provide solid waste handling services to its citizens under the provisions of the California Integrated Waste Management Act. County Code authorizes the Resource Recovery & Waste Management Division of the Public Works Department to administer solid waste management programs and facilities. County Code further indicates that the County may use an exclusive franchise or contract within specified zones or territories of the unincorporated area of the County subject to the terms and conditions of the County's Code.

The County currently has divided the unincorporated areas of the County into five separate service zones that maintain franchise agreements for the collection of solid waste from residential and business customers. The agreements associated with three of the five service zones are expiring June 30, 2011 (Zones 2, 4, and 5). In July 2009, the Board of Supervisors directed staff to form a Project Team to evaluate the options available to the Board for the provision of services following the expiration of the franchise agreements as well as a Subcommittee consisting of two elected officials to review and approve the work of the Project Team. The goals of the procurement process were to attain high quality services at competitive rates with a contractual system that maximizes accountability to the County.

The Project Team and Subcommittee prepared recommendations for the full Board and at its meeting of March 16, 2010, the County Board of Supervisors directed staff to do the following:

- 1) Limit the term of the future franchise agreements to 8 years,
- 2) Require a minimum of 2 service providers in the County unincorporated area,
- 3) Reconfigure the current zones 4 and 5 to provide two more balanced service areas,
- 4) Maintain the existing Zone 2 boundaries and cooperate with the procurement efforts being conducted by the City of Goleta, to the extent possible,

- 5) Develop and distribute Requests for Proposals for Zones 2, 4, and 5 and limit competition to the three existing companies currently servicing the County unincorporated area (Allied Waste Services, MarBorg Industries, Waste Management)

This RFP follows the direction of the Board of Supervisors by stipulating the scope of services desired by the County, a solicitation of cost for the provision of those services as well as the terms and conditions of the contractual relationship between the County and any future service provider.

## **1.2 Summary of Services**

The County is requesting proposals for the provision of the following services.

**1.2.1 Residential Services:** automated collection of refuse, recyclables, and green waste. Provision of curbside collection of bulky items, universal waste, e-waste, batteries, and Christmas trees. Provision of mail-in containers for the disposal of sharps. Provision of manure/bedding material collection, as requested by customer.

**1.2.2 Commercial Services:** collection of refuse, recyclables, and green waste.

**1.2.3 Other Services:** Collection of material illegally dumped on roadsides and servicing of MTD bus stops and public street-side refuse containers.

**1.2.4 Education & Public Relations:** Preparation of customer orientation packets, quarterly newsletters, correction notices, company Web Site, container labeling, commercial recycling information, news media relations, all of which will require County approval prior to distribution and publication.

**1.2.5 Strategy to Meet Diversion Goals:** Preparation of a plan that illustrates how a service provider will meet the County's diversion requirement contained in each Franchise Agreement.

## **1.3 RFP Timeline**

Written questions regarding the RFP are due by 3:00pm on October 15, 2010. Completed proposals are due by 3:00pm on November 15, 2010. **Late submittals of questions and proposals will not be accepted.**

## SECTION 2 – SERVICE AREA DATA

The County has obtained the following information from its existing service providers. The County neither warrants nor accepts responsibility for the accuracy of the information. It is the responsibility of each proposer to undertake, at its sole cost, any verification of this information necessary to submit a response to this RFP.

### 2.1 Zone 2

#### 2.1.1 Residential

##### A. Residents with Carts

##### 1. Current Containers & Capacity (about 3,800 customers).

<b>Trash</b>	<b># Carts</b>
32 gallon	1,315
64 gallon	1,875
96 gallon	615

<b>Recycling</b>	<b># Carts</b>
32 gallon	90
64 gallon	1,010
96 gallon	2,635

<b>Green Waste</b>	<b># Carts</b>
32 gallon	1,630
64 gallon	1,440
96 gallon	275

Table 1 – Residential Cart Capacity

About 90 customers are currently served by a small truck.

**2. Residential Tonnage – Residential Cans/Carts Only**

<b>Residential</b>	<b>2008</b>	<b>2009</b>
Trash	3691	3695
Recycling	2388	2171
Green Waste	2494	2605

Table 2 – Residential Tonnage (Cans/Carts only)

**B. Residents with Carts Once per Week – No Green waste  
(Condos, Townhomes, Mobile Home Parks)**

The existing service provider reports that there are no multi-family complexes with refuse collected once per week in cans or carts with no green waste.

**C. Residents with Carts Twice per Week – No Green waste**  
 (Condos, Townhomes, Mobile Home Parks)

<b>Trash</b>	<b># Carts</b>
32 gallon	545
64 gallon	
96 gallon	

<b>Recycling</b>	<b># Carts</b>
32 gallon	
96 gallon	33

<b>Green Waste</b>	<b># Carts</b>
32 gallon	20
64 gallon	
96 gallon	

Table 3 – 2x per week service

Currently the service provider has service arrangements with almost 10 multi-family complexes whereby, due to space restrictions and the desire of the customers, solid waste is collected twice per week. Recycling and green waste are not automatically included in these service arrangements. In some cases customers have opted to subscribe to recycling service on their own. For purposes of this RFP bi-weekly recycling collection should be included. Please contact the staff identified in Section 5.3 for more information about these complexes.

**D. Residents with Bin Services – Multi-family & Single-family with Recycling**

**Trash**

<b>Container</b>	<b>Collections per Week</b>					
	1x	2x	3x	4x	5x	6x
32 gallon						
64 gallon						
96 gallon						
2 Cubic Yard	7	14		1		
3 Cubic Yard	1	3	3	3		
4 Cubic Yard	4					

Table 4 – Residential Bin Trash Service



## Recycling

Container	Collections per Week					
	1x	2x	3x	4x	5x	6x
32 gallon						
64 gallon	106					
96 gallon	33					
2 Cubic Yard	1					
3 Cubic Yard						
4 Cubic Yard						

Table 5 – Residential Bin Recycling Service

## Green Waste

Container	Collections per Week					
	1x	2x	3x	4x	5x	6x
32 gallon	20					
64 gallon						
96 gallon						
2 Cubic Yard						
3 Cubic Yard						
4 Cubic Yard						

Table 6 – Residential Bin Green Waste Service

**2.1.2 Commercial**

**A. Current Containers & Capacity**

The services include commercial carts and bins. There is also one regularly scheduled rolloff customer serviced once per week by their own compactor.

**Trash**

Container	Collections per Week					
	1x	2x	3x	4x	5x	6x
32 gallon						
64 gallon		2				
96 gallon	3		4			
2 Cubic Yard	4	5	1			
3 Cubic Yard	12	1	2	1		1
4 Cubic Yard	12	8	3	1	1	

Table 7 – Commercial Trash Service

**Recycling**

Container	Collections per Week					
	1x	2x	3x	4x	5x	6x
32 gallon	1					
64 gallon	67					
96 gallon	34					
2 Cubic Yard	10		1			
3 Cubic Yard	6	2				
4 Cubic Yard	10	8				

Table 8 – Commercial Recycling Service

**Green Waste**

Container	Collections per Week					
	1x	2x	3x	4x	5x	6x
32 gallon						
64 gallon						
96 gallon						
2 Cubic Yard						
3 Cubic Yard						
4 Cubic Yard	2					

Table 9 – Commercial Green Waste Service

**B. Commercial Tonnage**

The tonnage includes commercial carts and bins and residential bins.

<b>Commercial</b>	<b>2008</b>	<b>2009</b>
Trash	1534	1479
Recycling	208	191
Green Waste	59	55

Table 10 – Commercial Tonnage

## 2.2 New Zone 4

### 2.2.1 Residential – Lompoc Wasteshed

#### A. Residents with Carts

##### 1. Current Containers & Capacity (about 3,150 customers).

Trash	# Carts
30 gallon	833
64 gallon	1,559
90 gallon	787

Recycling	
30 gallon	
64 gallon	65
90 gallon	3,015

Green Waste	
30 gallon	
64 gallon	
90 gallon	2,753

Table 11 – Residential Cart Capacity

##### 2. Residential Tonnage – Residential Cans/Carts Only

Residential	2008	2009
Trash	3219	3069
Recycling	1067	967
Green Waste	1075	1121

Table 12 – Residential Tonnage (Cans/Carts only)

**3. Green waste exemptions.**

There are about 153 single family customers in remote areas who do not currently receive green waste service. For purposes of this RFP bidders may consider that it will not be mandatory to provide green waste collection in these remote areas. Please contact the staff identified in Section 5.3 for more information about these exempt areas.

**B. Residents with Carts Once per Week – No Green waste  
(Condos, Townhomes, Mobile Home Parks)**

The existing service provider reports that there are no multi-family complexes with refuse collected in carts and no green waste.

**C. Residents with Bin Services – Multi-family & Single-family with Recycling**

**Trash**

Container	Collections per Week					
	1x	2x	3x	4x	5x	6x
30 Gallon						
60 Gallon						
90 Gallon						
350 Gallon		3				
2 Cubic Yard		2	8			
3 Cubic Yard		2	5			
4 Cubic Yard			7			

Table 13 – Residential Bin Trash Service

### Recycling

Container	Collections per Week					
	1x	2x	3x	4x	5x	6x
30 Gallon						
60 Gallon						
90 Gallon	1					
350 Gallon						
2 Cubic Yard	9					
3 Cubic Yard						
4 Cubic Yard						

Table 14 – Residential Bin Recycling Service

### Green Waste

Container	Collections per Week					
	1x	2x	3x	4x	5x	6x
30 Gallon						
60 Gallon						
90 Gallon						
350 Gallon						
2 Cubic Yard						
3 Cubic Yard						
4 Cubic Yard						

Table 15 – Residential Bin Green Waste Service

**D. Residents with Bin Services – No Recycling  
(Remote single-family “ranchettes” only)**

**Trash**

Container	Collections per Week					
	1x	2x	3x	4x	5x	6x
30 Gallon						
60 Gallon						
90 Gallon	1					
350 Gallon	7					
2 Cubic Yard	3					
3 Cubic Yard						
4 Cubic Yard						

Table 16 – Single-family “Ranchettes” Trash Services

The services in the table above are included in the overall commercial service Table 18 below. The services are called out here as they are for single family residences and ranches, primarily in remote areas, and they do not currently have recycling. For purposes of this RFP they will continue to be exempt from the County’s mandatory recycling ordinance. Please contact the staff identified in Section 5.3 for more information about these exemptions.

**E. Residential Services – Manure Route**

Currently there are about 10 customers in the new zone 4 (Lompoc & Santa Ynez Valley) with bins collected on a manure recycling route. They pay the same rate as for trash and receive trash carts at no charge as needed for source separation purposes. The tonnage is reported in the commercial green waste category as organics in the Lompoc watershed in Table 22. Please contact the staff identified in Section 5.3 for more information about this program.

**2.2.2 Commercial – Lompoc Wasteshed**

**A. Current Containers & Capacity**

**Trash**

Container	Collections per Week					
	1x	2x	3x	4x	5x	6x
30 Gallon	1					
60 Gallon	1					
90 Gallon	15					
350 Gallon	44	33				
2 Cubic Yard	26	1				
3 Cubic Yard	19	3				
4 Cubic Yard	7	16				

Table 17 – Commercial Trash Service

**Recycling**

Container	Collections per Week					
	1x	2x	3x	4x	5x	6x
30 Gallon						
60 Gallon						
90 Gallon	23					
350 Gallon	8					
2 Cubic Yard	10					
3 Cubic Yard	9					
4 Cubic Yard	13	2				

Table 18 – Commercial Recycling Service



## Green Waste

Container	Collections per Week					
	1x	2x	3x	4x	5x	6x
30 Gallon						
60 Gallon						
90 Gallon						
350 Gallon						
2 Cubic Yard						
3 Cubic Yard						
4 Cubic Yard						

Table 19 – Commercial Green Waste Service

### B. Non-recyclers included in commercial service tables above.

The customers in this table do not currently have recycling but they will be subject to the County’s mandatory recycling ordinance in the new franchise.

## Trash

Container	Collections per Week					
	1x	2x	3x	4x	5x	6x
30 Gallon						
60 Gallon						
90 Gallon		2				
350 Gallon		23				
2 Cubic Yard		3				
3 Cubic Yard		1				
4 Cubic Yard						

Table 20 – Commercial Non-recyclers

**C. Commercial Tonnage**

The tonnage includes commercial carts and bins and residential bins.

<b>Commercial</b>	<b>2008</b>	<b>2009</b>
Trash	943	887
Recycling	188	128
Organics/Green	0	240

Table 21 – Commercial Tonnage

**2.2.3 Residential – Santa Ynez Valley (Tajiguas Wasteshed)**

**A. Residents with Carts**

**1. Current Containers & Capacity (about 2,400 customers).**

<b>Trash</b>	<b># Carts</b>
30 gallon	339
64 gallon	613
90 gallon	1,601

<b>Recycling</b>	<b># Carts</b>
30 gallon	
64 gallon	2
90 gallon	2,419

<b>Green Waste</b>	<b># Carts</b>
30 gallon	
64 gallon	
90 gallon	2,170

Table 22 – Residential Cart Capacity

**2. Residential Tonnage – Residential Cans/Carts Only**

<b>Residential</b>	<b>2008</b>	<b>2009</b>
Trash	2869	2712
Recycling	1114	1031
Green Waste	1430	1464

Table 23 – Residential Tonnage (Cans/Carts only)

**3. Green waste exemptions.**

There are about 235 single family customers in remote areas who do not currently receive green waste service. For purposes of this RFP bidders may consider that it will not be mandatory to provide green waste collection in these remote areas. Please contact the staff identified in Section 5.3 for more information about these exempt areas.

**B. Residents with Carts Once per Week – No Green Waste  
(Condos, Townhomes, Mobile Home Parks)**

The existing service provider reports that there are no multi-family complexes with refuse collected in carts with no green waste.

**C. Residents with Bin Services – Multi-family & Single-family with Recycling**

**Trash**

<b>Container</b>	<b>Collections per Week</b>					
	1x	2x	3x	4x	5x	6x
30 Gallon						
60 Gallon						
90 Gallon						
350 Gallon						
2 Cubic Yard						
3 Cubic Yard			6			
4 Cubic Yard	1					

Table 24 – Residential Bin Trash Service

## Recycling

Container	Collections per Week					
	1x	2x	3x	4x	5x	6x
30 Gallon						
60 Gallon						
90 Gallon						
350 Gallon						
2 Cubic Yard						
3 Cubic Yard						
4 Cubic Yard		1	6			

Table 25 – Residential Bin Recycling Service

## Green Waste

Container	Collections per Week					
	1x	2x	3x	4x	5x	6x
30 Gallon						
60 Gallon						
90 Gallon						
350 Gallon						
2 Cubic Yard						
3 Cubic Yard						
4 Cubic Yard						

Table 26 – Residential Bin Green Waste Service

**D. Residents with Bin Services – No Recycling  
(Remote single-family “Ranchettes” only)**

**Trash**

Container	Collections per Week					
	1x	2x	3x	4x	5x	6x
30 Gallon						
60 Gallon						
90 Gallon						
350 Gallon						
2 Cubic Yard		51				
3 Cubic Yard		38				
4 Cubic Yard		47				

Table 27 – Single-family “Ranchettes” Trash Services

The services in the table above are included in the overall commercial service Table 29 below. The services are called out here as they are for single family residences and ranches, primarily in remote areas, and they do not currently have recycling. For purposes of this RFP they will continue to be exempt from the County’s mandatory recycling ordinance. Please contact the staff identified in Section 5.3 for more information about these exemptions.

**E. Residential Services – Manure Route**

Currently there are about 10 customers in the new zone 4 (Lompoc & Santa Ynez Valley) with bins collected on a manure recycling route. They pay the same rate as for trash and receive trash carts at no charge as needed for source separation purposes. The tonnage is reported in the commercial green waste category as organics in the Lompoc watershed. Please contact the staff identified in Section 5.3 for more information about this program.

**2.2.4 Commercial – Santa Ynez Valley (Tajiguas Wasteshed)**

**A. Current Containers & Capacity**

**Trash**

Container	Collections per Week					
	1x	2x	3x	4x	5x	6x
30 Gallon	3					
60 Gallon						
90 Gallon	58					
350 Gallon						
2 Cubic Yard	107					
3 Cubic Yard	73	7	2	1		
4 Cubic Yard	113	17	3	1	2	1

Table 28 – Commercial Trash Service

**Recycling**

Container	Collections per Week					
	1x	2x	3x	4x	5x	6x
30 Gallon						
60 Gallon						
90 Gallon	124					
350 Gallon	7					
2 Cubic Yard	23					
3 Cubic Yard	11	5				
4 Cubic Yard	24	4				

Table 29 – Commercial Recycling Service

**Green Waste**

Container	Collections per Week					
	1x	2x	3x	4x	5x	6x
30 Gallon						
60 Gallon						
90 Gallon	29					
350 Gallon						
2 Cubic Yard						
3 Cubic Yard						
4 Cubic Yard						

Table 30 – Commercial Green Waste Service

**B. Non-recyclers included in commercial service tables above.**

The customers in this table do not currently have recycling but they will be subject to the County’s mandatory recycling ordinance in the new franchise.

**Trash**

Container	Collections per Week					
	1x	2x	3x	4x	5x	6x
30 Gallon						
60 Gallon						
90 Gallon	2					
350 Gallon						
2 Cubic Yard	26		6			
3 Cubic Yard	8		2	2		
4 Cubic Yard	25		5			

Table 31 – Commercial Non-recyclers

**C. Commercial Tonnage**

The tonnage includes commercial carts and bins and residential bins.

<b>Commercial</b>	<b>2008</b>	<b>2009</b>
Trash	5111	4547
Recycling	658	724
Green Waste	0	0

Table 32 – Commercial Tonnage

**2.3 New Zone 5**

**2.3.1 Residential**

**A. Residents with Carts**

**1. Current Containers & Capacity (about 9,900 customers).**

<b>Trash</b>	<b># Carts</b>
30 gallon	1,927
64 gallon	2,443
90 gallon	5,654

<b>Recycling</b>	<b># Carts</b>
30 gallon	
64 gallon	207
90 gallon	9,346

<b>Green Waste</b>	<b># Carts</b>
30 gallon	
64 gallon	
90 gallon	8,765

Table 33 – Residential Cart Capacity



**2. Residential Tonnage – Residential Cans/Carts Only**

<b>Residential</b>	<b>2008</b>	<b>2009</b>
Trash	11476	10847
Recycling	3171	2936
Green Waste	4528	4637

Table 34 – Residential Tonnage (Cans/Carts only)

**3. Green waste exemptions.**

There are about 220 single family customers in remote areas who do not currently receive green waste service. For purposes of this RFP bidders may consider that it will not be mandatory to provide green waste collection in these remote areas. Please contact the staff identified in Section 5.3 for more information about these exempt areas.

**B. Residents with Carts Once per Week – No Green waste  
(Condos, Townhomes, Mobile Home Parks)**

The existing service provider reports that there are no multi-family complexes with refuse collected solely in carts and no green waste. There is one customer subscribing to a combination of cart and bin services and they are included in Table 36 below. Please contact the staff identified in Section 5.3 for more information about this arrangement.

**C. Residents with Bin Services – Multi-family & Single-family with Recycling**

**Trash**

<b>Container</b>	<b>Collections per Week</b>					
	1x	2x	3x	4x	5x	6x
30 Gallon						
60 Gallon	196					
90 Gallon	2					
350 Gallon	6					
2 Cubic Yard	7		8			
3 Cubic Yard	16	14	1			
4 Cubic Yard	24	2	13			

Table 35 – Residential Bin Trash Service

## Recycling

Container	Collections per Week					
	1x	2x	3x	4x	5x	6x
30 Gallon						
60 Gallon						
90 Gallon						
350 Gallon		4	4			
2 Cubic Yard		4	1			
3 Cubic Yard			2			
4 Cubic Yard		2				

Table 36 – Residential Bin Recycling Service

## Green Waste

Container	Collections per Week					
	1x	2x	3x	4x	5x	6x
30 Gallon						
60 Gallon						
90 Gallon		8				
350 Gallon						
2 Cubic Yard						
3 Cubic Yard						
4 Cubic Yard						

Table 37 – Residential Bin Green Waste Service

### D. Residents with Bin Services – No Recycling (Remote single-family “Ranchettes” only)

## Trash

Container	Collections per Week					
	1x	2x	3x	4x	5x	6x
30 Gallon						
60 Gallon						
90 Gallon		1				
350 Gallon		13				
2 Cubic Yard		10				
3 Cubic Yard		3				
4 Cubic Yard		2				

Table 38 – Single-family “Ranchettes” Trash Services

The services in the table above are included in the overall commercial service table below. The services are called out here as they are for single family residences and ranches, primarily in remote areas, and they do not currently have recycling. For purposes of this RFP they will continue to be exempt from the County’s mandatory recycling ordinance. Please contact the staff identified in Section 5.3 for more information about these exemptions.

**4.1.2 Commercial**

**A. Current Containers & Capacity**

**Trash**

Container	Collections per Week					
	1x	2x	3x	4x	5x	6x
30 Gallon	1					
60 Gallon	3					
90 Gallon	80					
350 Gallon	103					
2 Cubic Yard	102			1		
3 Cubic Yard	40		3	6		1
4 Cubic Yard	59		21	9	6	3

Table 39 – Commercial Trash Service

**Recycling**

Container	Collections per Week					
	1x	2x	3x	4x	5x	6x
30 Gallon						
60 Gallon						
90 Gallon	393		1	4		
350 Gallon	14					
2 Cubic Yard	29		1			
3 Cubic Yard	10		4	7		
4 Cubic Yard	35		6	1		

Table 40 – Commercial Recycling Service

**Green Waste**

Container	Collections per Week					
	1x	2x	3x	4x	5x	6x
30 Gallon						
60 Gallon						
90 Gallon	11					
350 Gallon						
2 Cubic Yard						
3 Cubic Yard						
4 Cubic Yard						

Table 41 – Commercial Green Waste Service

**B. Non-recyclers included in commercial service tables above.**

The customers in this table do not currently have recycling but they will be subject to the County’s mandatory recycling ordinance in the new franchise.

**Trash**

Container	Collections per Week					
	1x	2x	3x	4x	5x	6x
30 Gallon						
60 Gallon						
90 Gallon	5					
350 Gallon	41					
2 Cubic Yard	30					
3 Cubic Yard	6					
4 Cubic Yard	20	4				

Table 42 – Commercial Non-recyclers

### C. Commercial Tonnage

The tonnage includes commercial carts and bins and residential bins.

<b>Commercial</b>	<b>2008</b>	<b>2009</b>
Trash	5111	4547
Recycling	658	724
Green Waste		

Table 43 – Commercial Tonnage

## **SECTION 3 – REQUESTED FIELD SERVICES**

### **3.1 Franchise Service Arrangements**

Franchisee will independently arrange to provide franchise services at the frequency, capacity, price and other terms agreed to with its customers. Franchisee acknowledges that the County is not responsible for supervising or performing franchise services.

Franchisee will provide all containers according to the customer's service level, and is only required to collect at that level. Additional services will be provided for the fees indicated in the rate schedule.

The County maintains a separate permitting system for providing unscheduled roll-off services to residential or commercial customers. Unscheduled services are considered to be outside of the franchise agreement. At this time, there are very few customers requiring regular permanent servicing of roll-off boxes but a rate will be established in case there is a future need.

### **3.2 Residential Services**

**3.2.1. Residents with Carts (single-family homes or multi-family with green waste service)** (1 x week refuse, 1 x week green waste (Zone 2), bi-weekly green waste (Zones 4 & 5) and bi-weekly recyclables)

#### **A. Collection Method**

Franchisee will collect carts curbside unless the Customer has requested cart roll-out service and has agreed to pay the appropriate fee for such or has qualified for a fee waiver. In such cases, Franchisee will collect Carts from and return Carts to the alternative service location (such as the side yard or back yard) specified by the customer.

At the initiation of service, Franchisee will collect and recycle each customer's own refuse containers, at customer's request, when distributing automated carts.

#### **B. Refuse**

Franchisee will collect refuse from the residential premise once per week at the curb in accordance with the customer subscription level. Franchisee will provide the appropriate 32, 64 or 96 gallon carts. For the 2 weeks after Christmas, Franchisee will collect up to 96 gallons per week of refuse set outside the cart(s) at no additional charge.

#### **C. Recycling**

Franchisee will collect source-separated recyclable materials from the residential premises every other week. Franchisee will provide each customer with a ninety-six (96) gallon cart as the default service, free of charge. Customers may request either a thirty-two (32) gallon or a sixty-four (64) gallon cart as substitutes for the first ninety-six (96) gallon cart. Customers are eligible to receive a second 32, 64 or 96 gallon recycling cart upon request at no additional charge. If a customer requests

more than 2 recycling containers, they will pay the associated cost as included in the rate schedule.

For the 2 weeks after Christmas, Franchisee will collect up to 96 gallons of recyclables set outside the cart(s) at no additional charge.

#### **D. Green Waste**

a. Zone 2: Franchisee will collect source-separated green waste from residential premises once per week from a Franchisee-provided 32, 64 or 96 gallon cart, free of charge. Franchisee will also provide all customers with 6 bags in the first 2 months of each calendar year to be used as needed by the customer for the disposal of extra green waste. When customers place the bags next to the green waste container on collection day, the collector is to open the bags to dispose of the green waste in the truck's load, and keep the plastic separate so as not to contaminate the load. The bags are to be clearly designed for extra green waste materials, subject to County approval. The bags are also to be included in the new customer orientation packets. If customer requests more than one 64 or 96 gallon cart, they will pay the associated cost as included in the rate schedule.

b. Zones 4 and 5: Franchisee will collect source-separated green waste from residential premises every other week from a Franchisee-provided 64 or 96 gallon cart, free of charge. Franchisee will provide a second green waste container up to 96 gallons, free of charge. Franchisee will also provide all customers with 6 bags in the first 2 months of each calendar year to be used as needed by the customer for the disposal of extra green waste. When customers place the bags next to the green waste container on collection day, the collector is to open the bags to dispose of the green waste in the truck's load, and keep the plastic separate so as not to contaminate the load. The bags are to be clearly designed for extra green waste materials, subject to County approval. The bags are also to be included in the new customer orientation packets. If customer requests more than two 96 gallon carts, they will pay the associated cost as included in the rate schedule.

If proposer needs weekly green waste collection in order to meet the diversion requirements for the specified zone (Zone 4 – 45%, Zone 5 – 40%), proposer will provide a cost estimate for this service in an Alternative Cost Proposal.

#### **E. Extra Items Collection**

Franchisee will provide extra item collection, within 5 operation days of customer request, at the curbside or other designated location up to twice per calendar year. Extra items consist of bulky waste, universal waste and E-waste as defined below. Franchisee will notify the customer in advance, by telephone and/or e-mail, what specific day the service will be provided.

Franchisee will process the extra items with an emphasis on reuse and recycling, with landfill disposal as a last resort. Items that are classified as universal waste and E-waste must be collected by a flatbed truck, or an alternate vehicle as approved by the County, so as to avoid compaction during the collection process and/or breakage during the tipping of the load.

*“bulky waste” means solid waste that cannot be contained within a cart or Can, but can be lifted by 2 people using a dolly, including the following:*

- 1. furniture (such as chairs, sofas, mattresses and rugs),*
- 2. appliances (such as refrigerators, ranges, washers, dryers, water heaters, dishwashers, plumbing, small household appliances and other similar Items, commonly known as “white goods”),*
- 3. yard wastes (such as tree branches, scrap wood ),*
- 4. clothing, and*
- 5. up to two tires for automobiles or pick-up trucks, per set-out.*

*“bulky waste” does not include C&D debris.*

*“Universal Waste” means materials that the California Department of Toxic Substances Control considers universal waste, including materials listed in 22 CCR 66261.9, including the following:*

- 1. Batteries*
- 2. aerosol cans*
- 3. certain mercury-containing devices*
- 4. thermostats, lamps, cathode ray tubes,*
- 5. computers, calculators,*
- 6. telephones, answering machines,*
- 7. radios, stereo equipment, tape players/recorders, phonographs, video cassette players/recorders, compact disc players/recorders, and*
- 8. some appliances.*

*“E-waste” means waste that is powered by batteries or electricity (such as computers, telephones, answering machines, radios, stereo equipment, tape players/recorders, phonographs, videocassette players/recorders, compact disc players/recorders, and calculators), including CEDs (a covered electronic device as defined in California Public Resources Code Section 42463) such as the following:*

- 1. Cathode ray tube (CRT) device (including television and computer monitor),*
- 2. LCD desktop monitor, laptop computer with LCD display,. LCD television,*
- 3. Plasma television,*
- 4. Any other covered electronic devices listed in the regulations adopted by the California Department of Toxic Substances Control pursuant to California Health and Safety Code Section 25214.10.1(b).*

#### **F. Batteries**

Franchisee will remove and legally dispose of household batteries when placed by the customer on top of their recycling container in a clear plastic bag.



### **G. Christmas Trees**

Franchisee will offer collection of Christmas trees outside of their green waste cart during the first two full weeks of January at no additional charge to the customer. For collection outside of this time period, customer will pay the approved extra fee. Trees will be stripped of tinsel, flocking and artificial ornamentation.

### **H. Sharps**

Franchisee will provide government & County-approved containers especially designed for sharps waste, postage prepaid shipping boxes, pre-addressed shipping labels and prepaid disposal to all residential customers, upon request. There will be no limitation per customer, provided that the use of the program is not related to a commercial or business operation.

### **I. Carry-out**

Franchisee will provide carry-out services at no additional charge to customers who are incapable due to disability or illness of placing containers curbside. This service will only be provided at no charge if there are no other residents capable of placing the containers curbside. Franchisee will develop an application form for this service and present it to the County for approval. Carry-out services will include dismount from the collection vehicle, moving the containers from their storage location to the collection vehicle for collection, and returning them to their storage location.

## **3.2.2. Residents with Carts (condos, townhomes, and mobile home parks with no green waste service) (1 x week refuse, bi-weekly recyclables – no green waste)**

### **A. Collection Method**

Franchisee will collect carts curbside unless the Customer has requested cart roll-out service and has agreed to pay the appropriate fee for such or has qualified for a fee waiver. In such cases, Franchisee will collect Carts from and return Carts to the alternative service location (such as the side yard or back yard) specified by the customer.

At the initiation of service, Franchisee will collect and recycle each customer's own refuse containers, at customer's request, when distributing automated carts.

### **B. Refuse**

Franchisee will collect refuse from the residential premise once per week at the curb in accordance with the customer subscription level. Franchisee will provide the appropriate 32, 64 or 96 gallon carts. For the 2 weeks after Christmas, Franchisee will collect up to 96 gallons per week of refuse set outside the cart(s) at no additional charge.

A limited number of complexes continue to require twice a week refuse service, a separate price for this service is required in the Price Forms.

### **C. Recycling**

Franchisee will collect source-separated recyclable materials from the residential premises every other week. Franchisee will provide each customer with a ninety-six (96) gallon cart as the default service, free of charge. Customers may request either a thirty-two (32) gallon or a sixty-four (64) gallon cart as substitutes for the first ninety-six (96) gallon cart. Customers are eligible to receive a second 32, 64 or 96 gallon recycling cart upon request at no additional charge. If a customer requests more than 2 recycling containers, they will pay the associated cost as included in the rate schedule.

For the 2 weeks after Christmas, Franchisee will collect up to 96 gallons of recyclables set outside the cart(s) at no additional charge.

### **D. Extra Items Collection**

Franchisee will provide extra item collection, within 5 operation days of customer request, at the curbside or other designated location up to twice per calendar year. Extra items consist of bulky waste, universal waste and E-waste as defined above. Franchisee will notify the customer in advance, by telephone and/or e-mail, what specific day the service will be provided.

Franchisee will process the extra items with an emphasis on reuse and recycling, with landfill disposal as a last resort. Items that are classified as universal waste and E-waste must be collected by a flatbed truck, or an alternate vehicle as approved by the County, so as to avoid compaction during the collection process and/or breakage during the tipping of the load.

### **E. Batteries**

Franchisee will remove and legally dispose of household batteries when placed by the customer on top of their recycling container in a clear plastic bag.

### **F. Christmas Trees**

Franchisee will offer collection of Christmas trees set beside refuse containers during the first two full weeks of January at no additional charge to the customer. For collection outside of this time period, customer will pay the approved extra fee. Trees will be stripped of tinsel, flocking and artificial ornamentation.

### **G. Sharps**

Franchisee will provide government & County-approved containers especially designed for sharps waste, postage prepaid shipping boxes, pre-addressed shipping labels and prepaid disposal to all residential customers, upon request. There will be no limitation per customer, provided that the use of the program is not related to a commercial or business operation.

#### **H. Carry-out**

Franchisee will provide carry-out services at no additional charge to customers who are incapable due to disability or illness of placing containers curbside. This service will only be provided at no charge if there are no other residents capable of placing the containers curbside. Franchisee will develop an application form for this service and present it to the County for approval. Carry-out services will include dismount from the collection vehicle, moving the containers from their storage location to the collection vehicle for collection, and returning them to their storage location.

### **3.2.3 Residents with Bins (multi-family complexes and single-family residences with recycling service)**

#### **A. Refuse**

Franchisee will collect refuse from residential premises in contractor provided 1.5, 2, 3 and 4 cubic yard bins as frequently as scheduled by customer, but not less than once per week.

#### **B. Recycling**

Franchisee will provide and collect recycling bins and/or carts according to customer's preference, at no additional charge, provided that the "free" capacity does not exceed 30% of the subscription capacity for trash collection. Franchisee will work with the property management at multi-family complexes in order to maximize recycling by determining appropriate placement and type of containers. Customers will have the option of voluntarily subscribing to additional recycling collection at the approved rate. Franchisee will collect source-separated recyclable materials from residential premises every other week.

#### **C. Green Waste**

Customers will have the option of voluntarily subscribing to green waste collection services in either bins or carts, and will pay Franchisee for such service in accordance with applicable rates. Franchisee will collect source-separated green waste as frequently as scheduled by customer, but not less than once per week.

#### **D. Extra Items/Batteries Collection**

Franchisee will provide extra items collection to residents with bin service according to the same guidelines as extra items service for residents with cart service (Section 3.2.1 E) with the following difference: Service requests for the twice annual collection for multi-family complexes with bin service need to be made by the property manager or owner on behalf of the entire complex. Franchisee will indicate a designated site for the collection, and may provide roll-off containers to facilitate this collection event. Household batteries will be set out and collected separately during the extra item collection event.

#### **E. Christmas Trees**

Franchisee will offer collection of Christmas trees set beside refuse containers during the first two full weeks of January at no additional charge to the customer. For

collection outside of this time period, customer will pay the approved extra fee. Trees will be stripped of tinsel, flocking and artificial ornamentation.

**F. Sharps**

Franchisee will provide government & County-approved containers especially designed for sharps waste, postage prepaid shipping boxes, pre-addressed shipping labels and prepaid disposal to all residential customers, upon request. There will be no limitation per customer, provided that the use of the program is not related to a commercial or business operation.

**G. Manure/Bedding Material**

Customers will have the option of voluntarily subscribing to manure collection services in contractor provided bins, and will pay Franchisee for such service in accordance with applicable rates. Franchisee will collect source-separated manure/bedding material up to twice per week as scheduled by customer, but not less than once per week.

**3.2.4 – Residents with Bins (Zone 4 only – ranchettes (remote single-family homes) with no recycling or extra services)**

**A. Refuse**

Franchisee will collect refuse from residential premises in contractor provided 1.5, 2, 3 and 4 cubic yard bins as frequently as scheduled by customer, but not less than once per week.

**B. Green Waste**

Customers will have the option of voluntarily subscribing to green waste collection services in either bins or carts, and will pay Franchisee for such service in accordance with applicable rates. Franchisee will collect source-separated green waste as frequently as scheduled by customer, but not less than once per week.

**C. Manure/Bedding Material**

Customers will have the option of voluntarily subscribing to manure collection services in contractor provided bins, and will pay Franchisee for such service in accordance with applicable rates. Franchisee will collect source-separated manure/bedding material up to twice per week as scheduled by customer, but not less than once per week.

**3.3 Commercial Services**

**3.3.1 Refuse**

Franchisee will collect refuse from commercial premises in franchisee provided 32 gal., 64 gal., or 96 gal. carts or 1.5, 2, 3 and 4 cubic yard bins as frequently as scheduled by customer, but not less than once per week. Franchisee will also provide roll-offs for regularly scheduled solid waste services. Franchisee will collect compactors but is not required to provide them.

### **3.3.2 Recycling**

Franchisee will collect recycling from commercial premises in franchisee provided 32 gal., 64 gal., and 96 gal. carts, 1.5, 2, 3, and 4 cubic yard bins, and roll-offs as frequently as scheduled by customer but up to 6 times a week. Franchisee is responsible for following the mandatory commercial recycling protocol as outlined in Attachment 4. Customer will be responsible for paying the associated cost for the level of service provided as included in the rate schedule.

### **3.3.3 Green Waste**

Customers will have the option of voluntarily subscribing to green waste collection services in either bins or carts, and will pay Franchisee for such service in accordance with applicable rates. Franchisee will offer collection of green waste from commercial premises in franchisee provided 32 gal., 64 gal., and 96 gal. carts, 1.5, 2, 3, and 4 cubic yard bins, and roll-offs as frequently as scheduled by customer, but not less than once per week.

### **3.3.4 Roll-Offs**

The County maintains a separate permitting system for providing unscheduled roll-off services to residential or commercial customers. Unscheduled services are considered to be outside of the franchise agreement. At this time, there are very few customers requiring regular permanent servicing of roll-off boxes but a rate will be established in case there is a future need.

### **3.3.5 Manure**

Customers will have the option of voluntarily subscribing to manure collection services in contractor provided 1.5, 2, 3, and 4 cubic yard bins, and will pay Franchisee for such service in accordance with applicable rates. Franchisee will collect source-separated manure/bedding material up to twice per week as scheduled by customer, but not less than once per week.

## **3.4 Other Services**

### **3.4.1 Illegal Dumping**

Franchisee will provide on-call collection of abandoned or illegally dumped waste (such as boxes, bags, furniture, appliances and tires) and all litter within a 10 foot radius of the abandoned waste, upon the request of the County. In Zone 2, annually franchisee will be required to collect no more than 10 tons of abandoned waste and respond to no more than 40 incidents. In Zones 4 & 5, annually franchisee will be required to collect no more than 25 tons of abandoned waste and respond to no more than 100 incidents. Franchisee will provide a rear-loader and flat bed truck with hydraulic-lift tail gate to collect abandoned waste.

### **3.4.2 Public Places**

Franchisee will provide refuse and recyclables collection at the following locations within its service area at no charge:

- A. Metropolitan Transit District bus stops
- B. Up to 10 containers total on County specified roadways

## **3.5 Containers**

### **3.5.1 Container Types**

Franchisee will provide customers with the following:

- A. All containers required under sections 3.2 and 3.3 above;
- B. Extra green waste bags;
- C. Sharps containers, boxes and labels.

### **3.5.2 Container Specifications**

Containers will meet the following requirements:

- A. Each material type will have a different color container to facilitate customer use (example, green for greenwaste, blue recyclables, and brown for refuse);
- B. Be of high quality and durable, with a 5-year general warranty.

### **3.5.3 Labeling**

Containers will be labeled according to the requirements contained in section 6.6.6 of this RFP.

## **SECTION 4 - KEY AGREEMENT TERMS**

A comprehensive description of contract terms is found in the draft Franchisee Agreement contained in Attachment 1. Below are some key terms. Section references to the draft agreement are included in the following summary.

### **4.1 Term**

The term of the draft agreement is eight years, expiring on June 30, 2019, with an option to extend the agreement up to 1 year, upon mutual consent. See Article 3.

### **4.2 Holiday Collection**

If the regularly scheduled collection day falls on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day, collection days for the remainder of that week shall be postponed one collection day. See Article 4 Section 4.07b(1).

### **4.3 Record Keeping, Reporting and Audit**

The draft franchisee agreement contains detailed auditing procedures, and specific reporting and record keeping requirements. See Article 10.

### **4.4 Insurance**

Franchisee will be required to carry the insurance contained in Article 11, Section 11.01 and Exhibit 11.01 (2, 3, 4) of the agreement (General Liability, Pollution Legal Liability, Automobile Liability, Worker's Compensation and Employer's Liability).

### **4.5 Letter of Credit**

Franchisee will be required to provide a Letter of Credit meeting the specifications contained in Article 11, Section 11.03 and Exhibit 11.03.

### **4.6 Fees**

#### **4.6.1 Franchise Fees**

The County Board of Supervisors determines the amount of the franchise and/or program fee to be charged Franchisee for the right to provide services in the County. The fee can cover a variety of County costs including provision of solid waste management programs, collection of solid waste from County facilities, and closed landfills. The amount of the fee to be assessed will be determined before the award of the final agreement by the Board of Supervisors. Fees are paid on gross revenue minus fees. For purposes of this RFP, do not include a fee in the rates calculated for the Base or Alternative Proposals. See Article 13 Section 13.04a.

#### **4.6.2 CRV Reimbursement**

The franchisee shall forward to the County the annual payment made by the California Department of Conservation to collectors based on the tonnage of commingled

recyclables reported to the department based on each state-issued curbside number. See Article 6, Section 6.06.

## **4.7 Billing**

### **4.7.1 Residential**

The Franchisee shall bill residential customers bi-monthly with payment due no sooner than the last service day of the billing period (Jan 1 invoice date and February 28 due date). Franchisee will absorb any bad debt. See Article 4, Section 4.16.

### **4.7.2 Commercial**

The Franchisee shall bill commercial customers monthly in arrears. Franchisee will absorb any bad debt. See Article 4, Section 4.16.

## **4.8 Rate Adjustment**

Initial rates will be set based on the rates proposed and negotiated in this procurement process. Subsequent rates will be adjusted by the methodology contained in Article 13 Section 13.02 b but summarily consists of adjusting the operational component of the rate by 100% of the Los Angeles-Riverside-Anaheim Urban Consumers CPI. Any changes in tipping fees or franchise fees will be reflected in the rates that will be prepared by County staff and approved by the Board of Supervisors each fiscal year. The first annual rate adjustment will become effective July 1, 2012 with subsequent adjustments permitted annually.

## **4.9 Diversion Requirements**

The Franchisee shall divert from landfilling a minimum of a specified percentage of the solid waste it collects under this Agreement on an annual basis (Zone 2 – 50%; Zone 4 – 45%; Zone 5 – 40%). If diversion requirements are not met, County may deny CPI increase for the following year. See Article 6, Section 6.03.

## **4.10 Flow Designation**

Facilities used to process recyclables, green waste, and bulky waste, and facilities used to dispose of refuse will be identified by the County and designated in the Franchisee Agreement. For proposal purposes, facilities for processing and disposal are listed in section 6.12.7. See Article 6 Section 6.01 and Article 7 Section 7.01.

## **4.11 Collection Vehicles**

Franchisee will ensure that all vehicles used to perform services under this agreement will meet the state's 2010 emission standards for heavy duty diesel vehicles. See Article 5, Section 5.02a.

## **4.12 Financial Statements**

Annually franchisee will be required to prepare and provide financial statements with respect to services provided under this agreement as well as a financial statement for its Guarantor. See Article 10, Section 10.03.



## **SECTION 5 - RFP SUBMITTAL POLICIES AND CONDITIONS**

### **5.1 Rights Reserved by the County of Santa Barbara**

The County reserves the right, in its sole discretion, to pursue any or all of the following actions in regard to this RFP process:

- Issue addenda and amend the RFP and Franchise Agreement;
- Request additional information and/or clarification from proposer;
- Extend the deadline for submitting proposals;
- Withdraw this RFP;
- Reject proposals that do not fully comply with the requirements detailed in this RFP, its attachments, addenda, or clarifications;
- Award a proposal based on a combination of its qualitative and quantitative attributes; and
- Negotiate changes in the services proposed and/or described in the RFP or to incorporate programs proposed by others.

### **5.2 Proposal Administration**

This RFP shall not be construed by any party as an agreement of any kind between the County, contractor(s), and other parties. This RFP does not obligate the County to accept any proposal, negotiate with any proposer, award a Franchise Agreement, or proceed with the development of any project or service described in response to this RFP. The County does not have an obligation to compensate any proposer for its expense of preparing its proposal and participating in this procurement process. Please note that the County's procurement of services is not subject to State or local public bidding laws, and the County does not intend to cause the current RFP process to become subject to such public bidding laws or regulations.

The County shall have the right (but not the obligation) to perform a review of each proposer's ability to perform the work required. Each proposer must agree to cooperate with such a review. Such cooperation by proposer shall apply to the verification of the proposer's capability and experience in the provision of services and any other component of work that may be required under this procurement. The County will be conducting reference checks on proposers that will involve contacting municipalities currently or previously served by proposer, as well as contacting regulatory agencies involved in oversight of proposers' facilities. In addition, the County, and its consultants, may research proposers' past performance by reviewing litigation history, regulatory actions, highway driving records, criminal investigations and recycling history. The proposer's submission of a proposal shall constitute an agreement to cooperate with the County's review.

### 5.3 Communication during RFP Process

In order to ensure the integrity of this process, all communications regarding this RFP should be made exclusively through Leslie Wells, Public Works Department Program Leader at [lwells@cosbpw.net](mailto:lwells@cosbpw.net) and (805)882-3611, Thomas Chiarodit, Public Works Department Senior Program Specialist at [tchiarodi@cosbpw.net](mailto:tchiarodi@cosbpw.net) and (805)882-3624 or Mark Schleich, Public Works Deputy Director at [schleich@cosbpw.net](mailto:schleich@cosbpw.net) and (805)882-3603.

See Attachment 2 for the Process Integrity Compliance Form and Attachment 3 for the Anti-Collusion Affidavit both of which must be completed and returned as part of the proposal submittal.

### 5.4 Proposal Submittal

#### 5.4.1 – Submittal of Written Questions

After reviewing the RFP package, proposers may need clarification of some requirements. Only written questions will be accepted and should be submitted to the contacts listed in Section 5.3 (Communications During RFP Process). Written responses to such questions, addenda and clarifications, if any, will be provided via e-mail to all potential proposers. Only written responses will govern.

The deadline for submitting written questions and requests for information will be October 15, 2010 at 3:00 p.m. **Questions received after this time will not be accepted.**

#### 5.4.2 – Submittal of Proposal Documents

Proposer shall submit five (5) double-sided copies in three-ring binders of the complete proposal and one (1) single sided, signed original, no later than 3:00 p.m. on November 15, 2010. In addition, a computer disk containing an electronic copy of the proposal and all completed proposal forms in Microsoft Excel formatted for a PC shall be submitted in a sealed package. Proposals must be printed on 8½” x 11” paper with 30% or greater post-consumer recycled-content paper. All pages shall be consecutively numbered; although, each section may start with a new page number if preceded with the section number (e.g., Page 2-1 for the first page of Section 2).

The package shall be clearly labeled:

PROPOSAL FOR COUNTY COLLECTION SERVICES

FROM:

Name of Proposer:

Contact Person:

Address:

Telephone Number:

Fax Number:

E-mail:

The proposal may be mailed or hand delivered to:

County of Santa Barbara  
Resource Recovery & Waste Management Division  
130 E. Victoria Street, Suite 100  
Santa Barbara, CA 93101  
Attn: Leslie Wells

All proposals must be received at the County Resource Recovery & Waste Management Division office listed above by 3:00 p.m. on November 15, 2010. **Proposals received late will not be considered.** Postmarks will not be accepted as proof of receipt.

**5.4.3 - Submittal of Proposal for More Than One Service Zone**

One RFP is being used for the three service areas and each area is described separately in Section 2 of the RFP. If a proposer is interested in submitting a proposal for more than one zone, a separate proposal must be submitted for each zone including textual descriptions and pricing forms.

## **SECTION 6 - SUBMITTAL REQUIREMENTS**

In order to objectively evaluate all proposals, the County has attempted to describe the desired services and the terms and conditions in the Franchise Agreement in a manner that will allow a reasonable level of comparability among the proposals. Therefore, the County discourages, and may disqualify, proposals that substantially deviate from the RFP and Franchise Agreement. Proposals that do not include all information itemized in the Proposal Outline below may be disqualified. Provided that the proposer has submitted a proposal that meets all of the minimum requirements of this RFP, the proposer may also offer additional enhancements that exceed the RFP requirements.

Unless proposer takes specific exception in accordance with Section 5.6 (Exceptions to RFP and Franchise Agreement) of their proposal submittal, submission of a proposal shall constitute acknowledgement and acceptance of all the terms and conditions contained in this RFP and Franchise Agreement including all addenda or modifications issued by the County. Submittal of a proposal signifies proposer's commitment to provide the proposed services if selected. Proposals may not be altered after submittal, except in response to the County's request for clarification or modification of service and contract terms and conditions.

Proposer does not need to reiterate the service requirements of the Franchise Agreement in their proposal. However, proposer is requested to focus on describing how it plans to provide the services with regard to routing strategies, collection methods, and equipment selection. Furthermore, if a proposer has presented information for one type of service that is the same for another type of service, proposer can refer to its previous description rather than reiterating the discussion in its proposal. For example, if single-family cart refuse and recyclables collection vehicles are the same, the vehicle description can be provided once for the refuse service and then referenced for the recyclable materials collection service.

Within 30 days of the selection of its proposal, the proposer is bound to provide evidence of the required insurance, execute the Franchise Agreement, and furnish the required letter of credit. The form of the financial instruments is described in Article 11 of the Franchise Agreement.

### **6.1 Proposal Outline**

Proposer shall present its proposal in accordance with the outline provided in Table 6-1. The RFP section that contains more detailed information that must be provided by proposers for each section of its proposal is also included in Table 6-1. Additional information or data relevant to the proposal is optional and must be included by proposer as proposal attachments.

Table 6-1 Proposal Outline

<a href="#">Info Requirement</a>	<a href="#">Reference RFP Section</a>
<b>I. Title Page</b>	
<b>II. Cover Letter</b>	6.2
<b>III. Table of Contents</b>	
<b>IV. Executive Summary</b>	6.3
<b>V. Company Description</b>	6.4
1. Business Structure	6.4.1 (A – E)
2. Collection Experience	6.4.2 (A – C)
3. Service Initiation Experience	6.4.3 (A – F)
4. Existing Management & Customer Service Systems	6.4.4 (A – I)
5. Key Personnel	6.4.5
6. Past Performance Record	6.4.6 (A – F)
7. Financial Information	6.4.7 (A – D)
<b>VI. Proposal for Requested Services</b> - including requirements specified in Section 6.5.1 – 6.5.5	6.5
1. Residential with Cart Service	3.2.1
2. Residential with Cart Service (no green waste)	3.2.2
3. Multi-Family & Residents with Bins Service	3.2.3
4. Multi-Family & Residents with Bin Service (no recyclables – Zone 4 only)	3.2.4
5. Commercial	3.3
6. Other	3.4
7. Containers	3.5
8. Education & Public Relations	6.6
9. Transition Plan	6.7
10. Strategy to Meet Diversion Goals	6.8
11. Environmental Considerations	6.9
12. Disaster Planning	6.10
<b>VII. Exceptions to RFP and Franchise Agreement</b>	6.11
<b>VIII. Cost Proposal</b>	6.12
<b>IX. Alternative Cost Proposal</b>	6.13
<b>X. Other Forms</b>	5.3
1. Process Integrity Compliance Form	5.3 (Attachment 2)
2. Anti-Collusion Affidavit	5.3 (Attachment 3)

## 6.2 Cover Letter

The cover letter shall clearly identify the legal entity or entities submitting the proposal and state whether each is a sole proprietorship, partnership, corporation, LLC, or joint venture. In addition, the cover letter shall identify which service zone(s) the proposer is proposing to service. The cover letter shall be signed by the designated representative authorized to bind the proposer.

## 6.3 Executive Summary

Proposer shall provide an executive summary to introduce its proposal; presenting its strategy, costs, experience and qualifications; and highlighting any unique aspects of its approach to providing service to the County.

## 6.4 Company Description

In responding to the queries in Section 6.4, please limit responses to activities undertaken by your company in the counties of Los Angeles, San Luis Obispo, Santa Barbara, and Ventura.

#### **6.4.1 - Business Structure**

Proposer shall include the following in its proposal:

- A. Confirm that proposer is authorized to do business in California.
- B. Identify the legal entity that would execute the Franchise Agreement. State whether each entity is a sole proprietorship, partnership, corporation, LLC, or joint venture. Describe in detail the relationship of the proposer to the executing entity. If the proposer is a joint venture, describe where the entities have collaborated before.
- C. State the number of years the entities have been organized and doing business under this legal structure. Proposal must include all the names of company's (and executing entities' if different than company's owners/stockholders with greater than a 10% holding of the company's total assets).
- D. Identify other businesses with ownership by principals and/or management.
- E. Proposer shall describe all services to be performed by subcontractors, and identify each subcontractor by name. Proposer shall describe any current or past working relationship with the subcontractor(s) in the past five (5) years.

#### **6.4.2 - Collection Experience**

Proposer must describe its experience serving jurisdictions in the counties of Los Angeles, San Luis Obispo, Santa Barbara, and Ventura. Proposer's description for each comparable jurisdiction shall include:

- A. The name of the jurisdiction where the services were provided, commencement date of services and term of the agreement;
- B. The services provided (e.g., refuse, recyclable materials, and organic materials collection, and other unique collection programs such as e-waste, u-waste, or household hazardous waste); and
- C. The name, address, and telephone number of the jurisdiction representative responsible for administering the agreement.

#### **6.4.3 - Service Initiation Experience**

The County is interested in learning about each proposer's experience with service initiations such as implementation of new franchise agreements in which the proposer replaced the existing contractor; implementation of automated curbside collection; or another new program affecting the widespread customer base. For each reference program, the description shall include:

- A. The name of the jurisdiction where the services were provided, commencement date and term of the agreement;
- B. The service initiation performed and length of time to complete;

- C. The name, address, and telephone number of the jurisdiction representative responsible for administering the agreement;
- D. Description of how the company handled the specific requirements for the procurement of vehicles, containers and personnel; training of personnel; billing and fee collection services; determination of routes and operating procedures; delivery of containers; and the preparation of procedures to ensure a smooth transition from one company to another, and one type of service to another;
- E. Description of efforts made to educate customers on how to participate in the new program including use of containers, materials appropriate for each container, collection schedule, etc; and
- F. Identification of problems that occurred during the initiation of the new contract and solutions implemented to solve the problem(s).

**6.4.4 - Existing Management and Customer Service Systems**

Proposer shall describe the management systems and customer service systems its company uses to manage inquiries and complaints received from residential and commercial customers. If the proposer uses different systems for different communities, then the proposer shall provide a separate description of no more than three systems. The description of the management systems and customer service systems shall include, at a minimum:

- A. The name, type of equipment, and software used to maintain routing and customer service information.
- B. Management procedures for managing inquiries and complaints, and procedures used to minimize complaints (e.g., missed pick-ups, noise, spills, etc.).
- C. Description of system capability and/or procedures to ensure timely accessibility of information by jurisdictions served.
- D. Description as to whether individual call centers are established for each service area or if customer calls are handled by a centralized call center, and shall identify the location of call centers.
- E. Indication as to whether the system is used company-wide or for select jurisdictions (listing which jurisdictions).
- F. Description of how the customer service information interfaces with route data and billing data.
- G. Description of procedures used to satisfactorily respond to, record, and report common customer complaints such as: missed pick-ups; spills and litter resulting

from collection; collection schedule changes; broken or missing containers; improperly prepared set-outs; and noise complaints.

H. Description of how the company measures customer service with regard to the call center's responsiveness and accuracy of responses, as well as the quality of collection service. Identify specific performance metrics or targets your company tracks.

I. Identify if the company has a website that its customers use to obtain customer rates and service information, and to submit inquiries or complaints. Provide website address, if applicable.

#### **6.4.5 - Key Personnel**

Provide an organizational chart for key personnel and job descriptions indicating the qualifications and experience of key personnel the proposer would assign to: (1) the transition team; and, (2) the ongoing management of the services provided under the Franchise Agreement. Specify the amount of time each individual will be dedicated to provide the services specified in the Franchise Agreement. Provide names, and phone numbers of municipal references that have worked with the key proposed management team members. At a minimum, key personnel shall include the general manager, controller, operations manager, customer service manager, maintenance manager, and public education specialist or other personnel with similar titles.

#### **6.4.6 - Past Performance Record**

In responding to the following queries, please limit responses to activities associated with collection contracts only, not the management or operation of landfills, transfer stations, or other solid waste management facilities.

A. Criminal Proceedings. Describe any criminal proceedings in which the proposer, any affiliate of the proposer, and/or any director or officer of the proposer or affiliate (with respect to their actions in such capacity), and any individual identified as Key Personnel in the Proposal has been named as a defendant that are either currently pending or were concluded within the past five (5) years. For each proceeding, provide the name of the case, the court in which it was filed, the docket number, and the disposition.

B. Civil Litigation. Describe any lawsuit in which the proposer or any affiliate of the proposer has been named as a defendant or cross-defendant, either currently pending or were concluded within the past five (5) years. For each lawsuit, provide the name of the case, the court in which it was filed, the docket number, and the disposition. Lawsuits which involved only claims for personal injury or property damage arising from vehicle accidents which resulted in defense verdicts or in judgments against defendant of less than \$5,000 need not be disclosed.

C. Administrative Proceedings. Describe any administrative proceedings involving the proposer or any affiliate initiated by federal, state or local regulatory agencies



(including, by way of example, the United States Environmental Protection Agency, CalRecycle (formerly the California Integrated Waste Management Board), the California Department of Toxic Substances Control, the California Highway Patrol, the California Department of Motor Vehicles, the California Department of Industrial Relations, the State Water Resources Control Board or the Local Enforcement Agency) that are either currently pending or were concluded within the past five (5) years. For each, provide the name of the agency, the office or District in which the proceeding occurred, the nature of the proceeding, the disposition, and the amount of any fines or penalties assessed.

D. Payment of Liquidated Damages. List each jurisdiction in the above-mentioned counties (e.g., city, county, special district, or JPA) which has assessed liquidated damages against the proposer or any affiliate of the proposer within the past five (5) years in an amount greater than \$50,000. For each jurisdiction, list the amount of liquidated damages paid and the event initiating contractual liability for liquidated damages.

E. Worker Safety. For the proposer, and any affiliate of the proposer, provide information detailing its worker safety record for the past five (5) years. The information shall include employee safety metrics commonly used in the industry including but not limited to the number of hours lost for individual injuries per employee and workers' compensation insurance ratios.

#### **6.4.7 - Financial Information**

A. Financial Statements. Submit audited financial statements for the franchisee's proposed Guarantor. If proposer is a new entity, the proposal must include statements from the majority owners' existing business entities. All such statements are to be prepared in accordance with Generally Accepted Accounting Principles applied on a consistent basis and shall be audited in accordance with Generally Accepted Auditing Standards and shall include a statement by the chief financial officer of the entity described in Attachment 2 that there has been no material adverse change in such condition or operations as reflected in the submitted balance sheet and income statements since the date on which they were prepared.

B. Financing Plan. Describe the plan for financing all capital requirements (i.e., those listed in Attachment 5, Price Forms) in a "Sources and Uses of Funds" format, which describes the sources of required capital (e.g., banks, leasing companies, cash reserves, etc.) and uses (e.g., property, trucks, equipment, containers, reserves, etc.).

C. Insurance. Proposer must submit a certificate of insurance for existing insurance policies to serve as evidence that the proposer either has, or is able to obtain, the insurance coverage required in Article 11, Section 11.01 and Exhibit 11.01 of the Franchise Agreement. Within 30 days of award of contract, proposer will be required to provide an insurance endorsement listing the County of Santa Barbara as an additional insured for each insurance requirement.

D. Letter of Credit. Proposer must demonstrate their ability to acquire a Letter of Credit meeting the specifications listed in Article 11, Section 11.03 and Exhibit 11.03 of the Franchise Agreement. Within 30 days of award of contract, proposer will be required to provide the appropriate Letter of Credit.

## **6.5 Proposal for Requested Field Services**

Proposer shall describe how it plans to perform the collection services requested in Section 3 of this RFP and described in the Franchise Agreement. It is important to note that all single-family collection will be automated. Information must separately address all three service sectors: residential, multi-family, and commercial. Proposer must explain any differences in the method of delivering the services, equipment used, and containers to be provided. The description shall also note differences in terms of routing strategies, collection methods, vehicles, collection crew size, etc. In addition, proposer must describe in detail why its technical approach to the services were chosen and its benefits to the County.

Incorporated in the plan for how to perform the collection services requested in Section 3 should be the following, at a minimum:

**6.5.1** Routing strategy for residential, multi-family, and commercial; discussion of special routing (if any) for collecting in narrow streets; and route productivity assumptions (in terms of residential accounts per route per day and multi-family/commercial lifts per route per day) and where these productivity assumptions have been accomplished in other cities serviced by the proposer;

**6.5.2** Collection methodology (e.g., automated, semi-automated, one- or two-person crews, etc.), including discussion of special methods (if any) for collecting in more challenging service areas;

**6.5.3** Number of and description of the collection vehicles to be utilized (e.g. vehicle description, manufacturer and model number, cost, capacity, age, lease or ownership arrangements, etc.). New vehicles are required for residential, multi-family, and commercial collection services. (This requirement is primarily to ensure that comparable cost proposals are submitted. If a proposer is interested in using previously used equipment, separate costs for this scenario must be included in an Alternative Cost Proposal). New or used vehicles may be used for on-call collection services, drop box service, and support vehicles;

**6.5.4** Manufacturer's specifications of containers to be utilized. New Carts shall be provided for all services included in this RFP (i.e., carts, bins and drop boxes) This requirement is primarily to ensure that comparable cost proposals are submitted. If a proposer is interested in using previously used equipment, separate costs for this scenario must be included in an Alternative Cost Proposal. Container requirements are described in Section 3.5 and Section 6.6.6 of the RFP and Article 5, Section 5.03 of the Franchise Agreement. Proposer shall supply complete technical data and manufacturing specifications on the specific cart, bins and drop boxes being used. Proposer must also

provide a detailed user's list of other jurisdictions using the same make and model of cart. The County or its designee may use this information as a reference list regarding the quality of products and service records of the manufacturer;

**6.5.5** For residential services, proposer must present assumptions regarding the percentage of customers that will place materials curbside; the percentage of residential customers eligible for Carry-Out service (not curbside); and the projected percentage that will opt to pay for backyard service. Describe the basis for deriving these assumptions. Carry-Out service is backyard service provided to residents that are physically unable to transport carts curbside. This service is provided at no additional charge to residents that meet the eligibility criteria and provide medical verification. See Article 4, Section 4.04(8) of the Franchise Agreement. Backyard service is considered a premium service and residents will be charged accordingly.)

## **6.6 Education & Public Relations**

### **6.6.1. County Approval**

All written materials prepared by Franchisee pursuant to this agreement are subject to change by the County and will be submitted to the County for review per the schedule contained in Article 8, Section 8.08 of the franchise agreement prior to distribution. Franchisee will not distribute or otherwise use any written materials intended for the public without County approval as to both form and content.

### **6.6.2 Customer Orientation Packet**

A. Franchisee will provide all customers with an orientation packet of educational materials in English & Spanish as described in Article 4, Section 4.13(a) of the franchise agreement. The packet is to be delivered prior to the commencement of service by attachment to one of the customer's containers in a clear bag.

B. Franchisee will prepare 3 distinct orientation packets for:

- a) residential customers with carts for trash service;
- b) residential customers with bins for trash service; and
- c) commercial customers.

C. The orientation packet will include the following as appropriate for the customer type:

- a) Subscription summary indicating the type or service ordered, container number and type(s), day(s) of collection and monthly rates.
- b) Guidelines for the proper use of refuse, recycling & green waste containers.
- c) Instructions for the setting out of residential carts for collection, including the hours and rules for placement.
- d) Description of all services included in the customer's service level under the Franchise Agreement, including bulky items, sharps, batteries, carry-out and more.

### **6.6.3 Quarterly Newsletter**

Franchisee will produce and distribute to all customers a quarterly newsletter designed to educate customers on refuse, recycling and diversion. The information will be e-mailed upon request. Franchisee will produce and distribute additional educational materials as needed and as directed. All proposed materials will be submitted to the County for changes and approval 14 days prior to their scheduled distribution.

### **6.6.4 Correction Notices**

Franchisee will produce correction notices to be attached to containers in the event that the container was not collected or in any instance where the customer needs instruction on the proper use of the container. The notice will cover topics including excess weight, improper placement, wrong collection day and the presence of improper materials.

### **6.6.5 Web Site**

Franchisee shall maintain a web site containing information about refuse, recycling, green waste and other services provided. The web site will give customers the option of paying their bills online. The web site will include contact information, an e-mail address, a listing of the current rate schedule, links to the County [lessismore.org](http://lessismore.org) site, and other pertinent information.

### **6.6.6 Container Information**

Franchisee will provide labeling and signage indicating the correct usage of the container type, limitations as to weight and materials, and franchisee's name and phone number. Franchisee will be responsible for proposing the manner (stickers, hot stamp, in-mold graphics ...) and content of the information, with County approval required before the containers can be deployed and put into use.

### **6.6.7 Commercial Recycling Information**

Franchisee must comply with Exhibit 4.04b(2) (Business and Multi-Family Recycling Plan) of the franchise agreement including the following. Annually, the franchisee must send a separate mailing to each commercial and multi-family customer describing the commercial recycling ordinance and the benefits of recycling (decreasing customer cost) and encourage customers to establish a recycling program or expand its current recycling service. This mailing must be reviewed by the County prior to distribution to its customer base

### **6.6.8 Other Materials**

Franchisee is responsible for the production of all materials necessary to educate the public as to the refuse, recycling, green waste and other services available to its customers pursuant to this Franchise Agreement. Franchisee will produce these materials on its own volition or at the direction of the County.

### **6.6.9 News Media Relations**

Franchisee must follow the protocol identified below when interacting with the news media.

A. Requests for Interviews or Inquiries. Before responding to any inquiries from news media related to franchise services or County, Franchisee will discuss Franchisee's proposed response with County. Franchisee will use reasonable business efforts to inform County by telephone followed by printed copy of all requests for interviews, comment, or information related to franchise services or County within 24 hours of Franchisee's receipt of the request.

B. Franchisee News Releases. Franchisee will give County copies of draft news releases or proposed trade journal articles for prior County review and consent at least 5 business days in advance of release or submission. Franchisee will give County copies of articles resulting from media interviews or news releases within 5 days after publication.

C. County Copies. Within 5 days after publication or broadcasting, Franchisee will give County copies of text (by hard copy or e-text) or transcript mentioning franchise services or County, including the following:

- a. Articles following media inquiries,
- b. Texts of interviews,
- c. Franchisee news releases.

## **6.7 Transition Plan**

A timely, efficient and orderly transition of services is of the utmost importance to the County. Franchisee shall prepare a Transition Plan and shall adhere strictly to the Plan. Employees will be directed to work overtime and/or add extra shifts, as necessary, at Franchisee's sole cost, to assure compliance with the plan. Franchisee shall submit written status reports to the County on a weekly basis, beginning no later than the Friday of the week following execution of an Agreement, and upon County request, meet with the County to review implementation progress.

Franchisee will identify specific tasks and dates in its Transition Plan, including:

- Timeline showing the duration and completion date of major milestone events such as
  - vehicle purchase and testing;
  - container purchase, assembly and distribution;
  - collection and recycling of customer's old containers, at their request;
  - personnel hiring and training;
  - customer service and billing database development and implementation;
  - administration;
  - public education;
  - corporation yard acquisition and development (if necessary); etc.
- Identification of common problems that can occur in service initiation and strategies for preventing or managing such problems.
- Procedure for residential and commercial customers to select container size(s) and service frequency.
- Public education strategies to inform customers of the full array of services offered, types of material acceptable for each program, and how to participate fully.

## **6.8 Strategy to Meet Diversion Goals**

Franchisee will describe a plan for meeting or exceeding the diversion requirement in this RFP by material type and sector serviced (Zone 2 50%, Zone 4 45%, and Zone 5 40%). Additionally, franchisee will include information on additional diversion programs that may be implemented in the future in case the state increases the diversion mandate. These future programs would be subject to the procedure for Change in Scope of Franchise Services described in Article 9 of the draft Franchise Agreement.

## **6.9 Environmental Considerations**

Franchisee to provide examples of environmentally beneficial programs that are being provided in other service areas that will be implemented when serving the County, such as:

- Use of alternative fuel vehicles
- Water and power conservation measures
- Waste reduction and reuse
- Operations to reduce greenhouse gases
- Certification by Green Business Program

## **6.10 Disaster Planning**

Franchisee will identify what types of equipment, fuel, and labor could be provided in the event of a disaster in addition to the services contained in this RFP. Additionally, franchisee must describe how regular services would be modified in order to ensure public health and safety in the event that all resources that are necessary to meet the basic services are not available as well as how the franchisee would communicate to its customer base during a time of crisis.

## **6.11 Exceptions to RFP and Franchise Agreement**

To provide proposer with a clear understanding of the roles, responsibilities, rights, and obligations of the Franchisee and the County, the proposed Franchise Agreement has been prepared and is included as Attachment 1. Proposer is required to review the Franchise Agreement prior to submittal of their proposal. This review process allows proposer to prepare the proposal and costs for services with full consideration of its rights and obligations.

The County expects the Franchise Agreement will be executed by the selected Franchisee in substantially the same form as presented in Attachment 1. Proposer must describe in detail any proposed exceptions to the Franchise Agreement. Each exception or alternative must be presented separately by stating the specific exception or alternative, the suggested changes, if any, and the reason for the proposed exception or alternative. Proposers should note that if exceptions are taken, all required information as set forth above must be submitted. Exceptions taken or alternatives provided, without providing the required information will not be considered. Proposers should also note that the submittal of an exception or alternative does not obligate the County to revise the terms of the Franchise Agreement as published in the RFP, including such revisions as may be issued by the County during the RFP process. Proposer will be deemed to have accepted and agreed to all terms and conditions of the Franchise Agreement, which have not been noted as exceptions in the proposal. With this understanding, the selected Franchisee may not initiate discussion related to Franchise Agreement language for which no exceptions were noted.

The number, nature and materiality of exceptions to the model Franchise Agreement will be taken into account in evaluating proposals.

## **6.12 Cost Proposal**

Proposer shall follow the instructions provided below for preparation of the cost proposal. All elements described are required submittals with the exception of the alternative cost proposals. Proposers are to prepare base cost proposals solely on the program specifications set forth in the RFP documents without considering any exceptions or alternatives. The proposal assumptions, operating statistics, and cost proposal information submitted by proposer will be evaluated to determine the reasonableness of the contractor's compensation requirement and will serve as a baseline for establishing rates for FY 11/12.

Proposer shall be required to submit a complete set of Forms 1, 2 and/or 3 (depending on the zones Proposer is applying to service – Form 1 is for Zone 2, Form 2 is for Zone 4, and Form 3 is for Zone 5) contained in Attachment 5 reflecting the Base Cost Proposal for the core programs. Form 4 contains information relating to the number and type of routes that Proposer is proposing to use. Form 5 requires descriptions of the types of trucks and containers the Proposer is including in its Proposal. Form 6 identifies the specific costs associated with labor, equipment, disposal/processing costs, fees, and other administrative expenses included in the Base Cost Proposal. Depreciation should be spread evenly over the 8-year term of the agreement.

A complete set of forms is required for each zone Proposer is applying to service, for example, if a Proposer is applying to service both Zones 2 and 5, complete sets of forms must be filled out reflecting the costs for servicing each of these zones separately.

When proposers complete the Base Cost Proposal for the core programs, proposals shall be made based on the following assumptions:

**6.12.1.** The County is soliciting proposals for separate exclusive franchise agreements for each of the described service areas (Zones 2, 4 and 5);

**6.12.2.** The term of the agreements is 8 years;

**6.12.3.** The County is required to have a minimum of 2 service providers in the unincorporated area;

**6.12.4.** All core collection services described in Section 3 of the RFP and Article 4 of the Franchise Agreement shall be included in the scope;

**6.12.5.** The provision of the core services shall be governed by the terms and conditions of the Franchise Agreement;

**6.12.6.** New services shall commence July 1, 2011;

**6.12.7.** For the purposes of preparing the proposals, the following tipping fees will be assumed:

- A. Zone 2
  - Tajiguas Landfill trash \$67.50 per ton
  - Tajiguas Landfill green waste \$48.00 per ton
  - South Coast Recycle & Transfer Station commingled recyclables \$5.00 per ton
  
- B. Zone 4
  - Lompoc Landfill trash \$72.18 per ton
  - Waste Management processing facility:
    - Commingled recyclables \$0 per ton
    - Green waste \$34.21 per ton

OR

  - Tajiguas Landfill trash \$69.50 per ton
  - Tajiguas Landfill green waste \$48.00 per ton
  - South Coast Recycle & Transfer Station commingled recyclables \$5.00 per ton
  
- C. Zone 5
  - City of Santa Maria Landfill trash \$69.90 per ton
  - Waste Management processing facility:
    - Commingled recyclables \$0 per ton
    - Green waste \$34.21 per ton

**6.12.8.** For purposes of preparing the cost proposal, the number of accounts and container lifts that are currently provided by the existing service provider are included in Section 2 (Service Area Data), which has been provided by the current company servicing each area. Each proposer may choose to supplement this data with an independent field survey.

**6.12.9.** For the purposes of preparing the cost proposal, the tonnage currently collected by the existing service provider is contained in Section 2 (Service Area Data).

**6.12.10** All equipment used to provide services required under this Agreement and included in the Base Cost Proposal will be new and not previously used. If proposer is interested in using previously used equipment, an alternative cost proposal must be completed indicating the financial impact of the alternative proposal.

**6.12.11** Cost proposals shall not include franchise or solid waste program fees.

**6.12.12** Commercial bin rental rates shall be included in the commercial service rates, not listed separately.



### **6.13 Alternative Cost Proposal**

Provided that the proposer has submitted a proposal that meets all of the minimum requirements of this RFP, the proposer may also offer additional enhancements that exceed the requirements of the RFP and Franchise Agreement (such as providing collection services using 350 gallon containers in addition to 1.5 cubic yard containers or using previously used trucks or containers). If proposer would like to offer alternative or enhanced services, proposer must complete the affected forms for each alternative including associated costs spread over the 8-year term.

## **SECTION 7 – PROPOSAL EVALUATION PROCESS AND TIMELINE**

The following describes the process for evaluating proposals, evaluation criteria, and the proposed timeline.

### **7.1 Evaluation Process**

#### **7.1.1 - Clarification of Proposal Information**

Proposer may be asked to clarify information or submit additional information through written communications.

#### **7.1.2 - Investigations and Operations Field Trips, at County Option.**

The County may make independent investigations as to proposer's qualifications, including site visits to view existing operations.

#### **7.1.3 - Interviews at County Option**

The County has the option of requesting that proposer make presentations or attend an interview. Interviews will be in closed meetings. The County may submit a list of questions and issues it wishes proposer to address in the interview. Proposers may be asked to present their proposals to the County. Need to present will be based on evaluation of the proposals.

#### **7.1.4 - Adjustment to Service Request and/or Franchise Agreement at County Option**

If the County deems it appropriate due to proposed service supplements and contract exceptions contained in proposers' submittals, the requested services and Contractor Agreement may be modified and redistributed for a final proposer response.

#### **7.1.5 - Proposer Response to Modified Request**

Proposer must comply with the same requirements that apply to submittal of the initial proposal if the County chooses to adjust its original service request or Franchise Agreement.

#### **7.1.6 - Proposal Evaluation Criteria**

Following receipt of responses to any clarifications, interviews, field trips or modified requests, the County will evaluate each proposal using specified evaluation criteria.

#### **7.1.7 – Service and Contract Negotiations**

Once a preferred proposer has been selected for each zone, the County will begin negotiations to finalize the Franchise Agreement.

#### **7.1.8 – Award of Franchise Agreement**

Once a preferred agreement has been negotiated between the County and a proposer, it will be submitted to the Board of Supervisors for deliberation and approval. Although the

Board of Supervisors may consider recommendations of staff, the Board retains ultimate, final discretion to award the Agreement.

## 7.2 Evaluation Criteria

The proposals will be evaluated using the following evaluation criteria.

<b>Evaluation Criteria</b>	<b>Weighting</b>
Quality Service	35%
Company Qualifications & Experience	
Proposal for Collection Services	
Cost Competitiveness	35%
Innovative Diversion Programs	15%
Other	15%
Financial Stability	
Environmental Considerations	

The County reserves the right to act in the best interest of its residents and businesses, including the right to reject a proposal if the proposal is deemed not in the best interest of residents and businesses.

The potential factors that may be considered when developing the score for each criterion are presented below.

### **A. Company Qualifications and Experience**

- Business Structure
- Provision of similar services in other jurisdictions
- Past experience initiating new services
- Current management and customer service systems
- Key personnel
- Past performance record (litigation, liquidated damages, etc.)

### **B. Proposal for Collection Services**

- Routing strategies and assumed productivity
- Equipment proposed to be used
- Plan for servicing challenging areas
- Transition plan

### **C. Cost Proposal**

- Cost competitiveness relative to other proposals
- Reasonableness of costs (consistency between costs and operational assumptions)

### **D. Innovative Diversion Programs**

- Comprehensiveness of proposed diversion services (each service sector and material type targeted) including past performance and innovative

- approaches
- Strategy for encouraging participation
- Programs necessary to meet higher diversion levels

**E. Financial Stability**

- Capacity to fund capital and operating service costs through financial statements and financing plan to meet franchise obligations
- Evidence of Letter of Credit

**F. Environmental Considerations**

- Examples of environmentally beneficial programs that you will commit to implement in the County such as
  - alternative fuel vehicles,
  - Green Business certification,
  - operational practices to mitigate green house gas emissions, etc.

The Materiality of Exceptions will negatively affect the ranking of a proposal based on the number and nature of exceptions to the proposed Franchise Agreement

**7.3 Estimated Timeline**

The following is an estimate and is subject to change.

Release of RFP	September 30, 2010
Deadline for written questions	October 15, 2010
Proposal submittal deadline	November 15, 2010
Evaluation of proposals	Nov/Dec 2010
Potential clarification from proposers	December 2010
Potential interviews with proposers	Dec/Jan 2010/11
Potential modification of requested services and subsequent responses	January 2011
Potential response from proposers to modifications	January 2011
Negotiations with successful bidder	February 2011
Award of agreements	February 2011

**7.4 Limits on Disclosure of Proposals**

The County has determined that the public interest will be best served if proposals submitted in response to this RFP are not made available for review by other companies participating in the competitive selection process while the County is evaluating proposals (deliberative process). For that reason, proposals (and materials submitted during subsequent meetings and discussions with County staff) will not be made available to other proposers or the public generally any earlier than when the Board of Supervisors awards the agreements. All materials received from a proposer (other than those entitled to protection under Government Code Section 6254(k)) will, in any event, be made available for public review by the County after the Board of Supervisors has awarded the service agreements.

## **ATTACHMENTS**

**ATTACHMENT 1:  
Draft Franchise Agreement**

**(Due to its length, hard copies of the draft Franchise Agreement are available at the Santa Barbara and Santa Maria Clerk of the Board offices or the Resource Recovery & Waste Management Division office located at 130 E. Victoria Street, Suite 100 in Santa Barbara)**

## ATTACHMENT 2

### Process Integrity Compliance Form

The following process integrity rules shall remain in force throughout this Request for Proposal (RFP) process, beginning September 28, 2010 and continuing through the award of solid waste franchise agreements for service zones 2, 4 & 5 by the County of Santa Barbara Board of Supervisors.

The only permitted contact with the County regarding this RFP process are through telephone, e-mail, facsimile or mail solely with the following listed individuals:

Leslie Wells, Thomas Chiarodit or Mark Schleich  
County of Santa Barbara  
Resource Recovery & Waste Management Division  
130 E. Victoria Street, Suite 100  
Santa Barbara, CA 93101  
Telephone: (805)882-3611 for Leslie  
(805)882-3624 for Thomas  
(805)882-3603 for Mark  
Facsimile: (805)882-3601  
E-mail: [lwells@cosbpw.net](mailto:lwells@cosbpw.net)  
[tchiarodi@cosbpw.net](mailto:tchiarodi@cosbpw.net)  
[Schleich@cosbpw.net](mailto:Schleich@cosbpw.net)

Any attempt by a participant or someone acting on behalf of a participant to contact or interact with any elected or appointed official for the purpose of influencing the selection process will be grounds for disqualification from the selection process. Any participant who deviates from this communication process may be disqualified from the selection process at the sole discretion of the County of Santa Barbara.

Proposers must sign and include this form in their proposal or risk disqualification.

On behalf of my company, I understand and agree to abide by the rules established in this RFP and Process Integrity Compliance Form.

Company Name: \_\_\_\_\_  
Representative: \_\_\_\_\_ Title: \_\_\_\_\_  
Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Notary Public

My commission expires:

### ATTACHMENT 3

#### Anti-Collusion Affidavit

The following affidavit is submitted by proposer as a part of this proposal:

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

Proposer further states that the he has not been a party to any collusion among proposers in restraint of freedom of competition; by agreement to make a proposal at a fixed price or to refrain from submitting a proposal; or with any state official or employee as to quantity, quality, or price in the prospective agreement; or in any discussions between proposers and any County of Santa Barbara official concerning exchange of money or other things of value for special consideration in the letting of an agreement; that the proposer/Company has not paid, given or donated or agreed to pay, give or donate to any official, officer or employee of the County of Santa Barbara directly or indirectly, in the procuring of the award of agreement pursuant to this proposal.

Executed under penalty of perjury on this \_\_\_\_\_ day of \_\_\_\_\_, 2010 at \_\_\_\_\_.

Signed by: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2010 at \_\_\_\_\_.

Notary Public

My commission expires: \_\_\_\_\_



**ATTACHMENT 4: Commercial Recycling  
Ordinance Protocol and Guidelines  
(included as Exhibit 4.04b(2) in draft  
Franchise Agreement)**

## **ATTACHMENT 5: Price Forms**

**FORM 1: RESIDENTIAL SERVICES RATES**  
**(forms to be used for Zone 2 only)**

**RESIDENTIAL CART SERVICES RATES**

(includes extra item, batteries, Christmas trees, sharps, and disabled carry-out collection services)

**Single Family Homes or Multi-Family with Green Waste Service**

1x week refuse, 1 x week green (64 or 96 gal), bi-weekly recyclables (up to 192 gal)

Service Category	Monthly Rate
96 gallon refuse	
64 gallon refuse	
32 gallon refuse	
Additional 96 gal refuse	
Additional 64 gal refuse	
Additional 32 gal refuse	
Additional 96 gal green	
Additional 64 gal green	
Additional 32 gal green	
Additional 96 gal recyclables	
Additional 64 gal recyclables	
Additional 32 gal recyclables	

**Multi-family complexes with no green waste service (condos, townhomes, mobile home parks)**

1x week refuse, bi-weekly recyclables (up to 192 gal) - no green

Service Category	Monthly Rate
96 gallon refuse	
64 gallon refuse	
32 gallon refuse	
Additional 96 gal refuse	
Additional 64 gal refuse	
Additional 32 gal refuse	
Additional 96 gal recyclables	
Additional 64 gal recyclables	
Additional 32 gal recyclables	

**Multi-family complexes with no green waste (condos, townhomes, mobile home parks)**

2x week refuse, bi-weekly recyclables (up to 192 gal) - no green

Service Category	Monthly Rate
96 gallon refuse	
64 gallon refuse	
32 gallon refuse	
Additional 96 gal refuse	
Additional 64 gal refuse	
Additional 32 gal refuse	
Additional 96 gal recyclables	
Additional 64 gal recyclables	
Additional 32 gal recyclables	

**RESIDENTIAL SERVICES (ZONE 2) CONTINUED - pg 2**

**Extra Cart Services**

Service Category	Monthly Rate
Pup truck route charge	
Backyard service charge	
Distance charge (100 feet increments) over 500 ft negotiated	

**RESIDENTIAL BIN SERVICES RATES (multi-family complexes & single-family residences with recycling service)**  
 (includes up to 30% additional refuse capacity for recycling, extra items, batteries, Christmas trees, and sharps collection)

Service Category	Monthly Rate					
Container Type/Size	Number of Collections per Week					
	1	2	3	4	5	6
1.5 cubic yard - refuse						
2 cubic yard - refuse						
3 cubic yard - refuse						
4 cubic yard - refuse						
1.5 cubic yard - green						
2 cubic yard - green						
3 cubic yard - green						
4 cubic yard - green						
1.5 cubic yard - manure						
2 cubic yard - manure						
3 cubic yard - manure						
4 cubic yard - manure						

**FORM 2: RESIDENTIAL SERVICES RATES  
(forms to be used for Zone 4 only)**

**RESIDENTIAL CART SERVICES RATES - SANTA YNEZ (using Tajiguas as disposal site)**  
(includes extra item, batteries, Christmas trees, sharps, and disabled carry-out collection services)

**Single Family Homes or Multi-Family with Green Waste Service**  
1x week refuse, bi-weekly green (up to 192 gal), bi-weekly recyclables (up to 192 gal)

Service Category	Monthly Rate
96 gallon refuse	
64 gallon refuse	
32 gallon refuse	
Additional 96 gal refuse	
Additional 64 gal refuse	
Additional 32 gal refuse	
Additional 96 gal green	
Additional 64 gal green	
Additional 32 gal green	
Additional 96 gal recyclables	
Additional 64 gal recyclables	
Additional 32 gal recyclables	

**Multi-family complexes with no green waste (condos, townhomes, mobile home parks)**  
1x week refuse, bi-weekly recyclables (up to 192 gal) - no green

Service Category	Monthly Rate
96 gallon refuse	
64 gallon refuse	
32 gallon refuse	
Additional 96 gal refuse	
Additional 64 gal refuse	
Additional 32 gal refuse	
Additional 96 gal recyclables	
Additional 64 gal recyclables	
Additional 32 gal recyclables	

**Extra Cart Services - Santa Ynez (using Tajiguas as disposal site)**

Service Category	Monthly Rate
Pup truck route charge	
Backyard service charge	
Distance charge (100 feet increments) over 500 feet negotiated	

**FORM 2: RESIDENTIAL SERVICES (ZONE 4) CONTINUED - pg 2**

**RESIDENTIAL BIN SERVICES RATES - SANTA YNEZ (using Tajiguas as disposal site)**

**Multi-family complexes & single-family residences with recycling service**

(includes up to 30% of refuse capacity additionally for recycling, extra items batteries, Christmas tree, and sharps collection)

Service Category	Monthly Rate					
Container Type/Size	Number of Collections per Week					
	1	2	3	4	5	6
1.5 cubic yard - refuse						
2 cubic yard - refuse						
3 cubic yard - refuse						
4 cubic yard - refuse						
1.5 cubic yard - green						
2 cubic yard - green						
3 cubic yard - green						
4 cubic yard - green						
1.5 cubic yard - manure						
2 cubic yard - manure						
3 cubic yard - manure						
4 cubic yard - manure						

**RESIDENTIAL BIN SERVICES RATES - SANTA YNEZ (using Tajiguas as disposal site)**

(designed for ranchettes only - no recycling or extra services)

Service Category	Monthly Rate					
Container Type/Size	Number of Collections per Week					
	1	2	3	4	5	6
1.5 cubic yard - refuse						
2 cubic yard - refuse						
3 cubic yard - refuse						
4 cubic yard - refuse						
1.5 cubic yard - green						
2 cubic yard - green						
3 cubic yard - green						
4 cubic yard - green						
1.5 cubic yard - manure						
2 cubic yard - manure						
3 cubic yard - manure						
4 cubic yard - manure						

**FORM 2: RESIDENTIAL SERVICES (ZONE 4) CONTINUED - pg 3**

**RESIDENTIAL CART SERVICES RATES - LOMPOC VALLEY (using Lompoc as a disposal site)**  
 (includes extra item, batteries, Christmas trees, sharps, and disabled carry-out collection services)

**Single Family Homes or Multi-Family with Green Waste Service**

1x week refuse, bi-weekly green waste (up to 192 gal), bi-weekly recyclables (up to 192 gal)

Service Category	Monthly Rate
96 gallon refuse	
64 gallon refuse	
32 gallon refuse	
Additional 96 gal refuse	
Additional 64 gal refuse	
Additional 32 gal refuse	
Additional 96 gal green	
Additional 64 gal green	
Additional 32 gal green	
Additional 96 gal recyclables	
Additional 64 gal recyclables	
Additional 32 gal recyclables	

**Multi-family complexes with no green waste service (condos, townhomes, mobile home parks)**

1x week refuse, bi-weekly recyclables (up to 192 gal) - no green

Service Category	Monthly Rate
96 gallon refuse	
64 gallon refuse	
32 gallon refuse	
Additional 96 gal refuse	
Additional 64 gal refuse	
Additional 32 gal refuse	
Additional 96 gal recyclables	
Additional 64 gal recyclables	
Additional 32 gal recyclables	

**Extra Cart Services - Lompoc Valley (using Lompoc as a disposal site)**

Service Category	Monthly Rate
Pup truck route charge	
Backyard service charge	
Distance charge (100 feet increments) over 500 feet negotiated	

**FORM 2: RESIDENTIAL SERVICES (ZONE 4) CONTINUED - pg 4**

**RESIDENTIAL BIN SERVICES RATES - LOMPOC VALLEY (using Lompoc as a disposal site)**

**Multi-family complexes & single-family residences with recycling service**

(includes up to 30% refuse capacity additionally for recycling, extra items, batteries, Christmas trees, and sharps collection)

Service Category	Monthly Rate					
Container Type/Size	Number of Collections per Week					
	1	2	3	4	5	6
1.5 cubic yard - refuse						
2 cubic yard - refuse						
3 cubic yard - refuse						
4 cubic yard - refuse						
1.5 cubic yard - manure						
2 cubic yard - manure						
3 cubic yard - manure						
4 cubic yard - manure						



**FORM 3: RESIDENTIAL SERVICES RATES  
(forms to be used for Zone 5 only)**

**RESIDENTIAL CART SERVICES RATES**

(includes extra item, batteries, Christmas trees, sharps, and disabled carry-out collection services)

**Single Family Homes or Multi-Family with Green Waste Service**

1x week refuse, bi-weekly green waste (up to 192 gal), bi-weekly recyclables (up to 192 gal)

Service Category	Monthly Rate
96 gallon refuse	
64 gallon refuse	
32 gallon refuse	
Additional 96 gal refuse	
Additional 64 gal refuse	
Additional 32 gal refuse	
Additional 96 gal green	
Additional 64 gal green	
Additional 32 gal green	
Additional 96 gal recyclables	
Additional 64 gal recyclables	
Additional 32 gal recyclables	

**Multi-family complexes with no green waste service (condos, townhomes, mobile home parks)**

1x week refuse, bi-weekly recyclables (up to 192 gal) - no green

Service Category	Monthly Rate
96 gallon refuse	
64 gallon refuse	
32 gallon refuse	
Additional 96 gal refuse	
Additional 64 gal refuse	
Additional 32 gal refuse	
Additional 96 gal recyclables	
Additional 64 gal recyclables	
Additional 32 gal recyclables	

**Extra Cart Services**

Service Category	Monthly Rate
Pup truck route charge	
Backyard service charge	
Distance charge (100 feet increments) over 500 feet negotiated	

**FORM 3: RESIDENTIAL SERVICES (ZONE 5) CONTINUED - pg 2**

**RESIDENTIAL BIN SERVICES RATES**

**Multi-family complexes and single-family residences with recycling service**

(includes up to 30% addtl refuse capacity for recycling, extra items, batteries, Christmas trees, and sharps collection)

Service Category	Monthly Rate					
Container Type/Size	Number of Collections per Week					
	1	2	3	4	5	6
1.5 cubic yard - refuse						
2 cubic yard - refuse						
3 cubic yard - refuse						
4 cubic yard - refuse						
1.5 cubic yard - green						
2 cubic yard - green						
3 cubic yard - green						
4 cubic yard - green						
1.5 cubic yard - manure						
2 cubic yard - manure						
3 cubic yard - manure						
4 cubic yard - manure						



### Form 5

<b>Vehicles</b>	<b>Number</b>	<b>Annual Expense</b>	<b>Depreciation Type</b>	<b>Depreciation Years</b>
Automated Side-Loaders				
Front-End Loaders				
Pup Trucks				
Flatbed Trucks				
Utility				
Other				
<b>Containers</b>				
Carts				
Bins				

## Form 6

Expenses	Residential	Commercial	Multi-Family
<b>Wages &amp; Benefits</b>			
Drivers/Helpers			
Field Supervisor(s)			
Office Executive			
<b>Disposal/Processing</b>			
Landfill			
Green Waste			
Recycling			
<b>Fees</b>			
Franchise			
Solid Waste			
<b>Equipment</b>			
Depreciation - Trucks, Containers, Other			
Other - Maintenance, Insurance, Fuel...			
<b>Office/Yard</b>			
Rent/Lease			
Depreciation			
<b>Other</b>			
Overhead			
Profit			