

CITY OF WHITTIER

Request for Proposals For Solid Waste & Recycling Collection Services

**Mandatory Pre-Proposal Conference:
June 16, 2015, 9:00 A.M.**

**Proposals Due:
July 28, 2015, 4:00 P.M.**

Prepared by

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SECTION 1 – INTRODUCTION

1.1 OVERVIEW

The City of Whittier (City) currently provides solid waste, recyclable materials, and green waste collection services and recycling services to designated sections of the City. In addition, the City contracts with Consolidated Disposal Service and Waste Management to service designated areas of the City. The City is considering franchising its residential, multi-family and commercial solid waste and recycling services to a single company.

By issuing this Request for Proposals (RFP) for Solid Waste & Recycling Services, the City is receiving proposals to provide for the collection, disposal and processing of refuse, recyclable materials, and organic waste from its residential, multi-family, commercial sectors. In addition, the RFP covers other services including billing, public education and outreach, and customer service.

The City initiated this RFP process to plan future programs and services and select a future Contractor. The Contractor selection process will result in a new Agreement. The process involves a twelve month period for planning, soliciting and evaluating proposals, and selecting and negotiating with the selected Contractor, and an implementation period leading to commencement of services July 1, 2016.

Services under the proposed Agreement will commence on or about July 1, 2016 and the initial term of the Agreement will expire on June 30, 2026. The Agreement may be extended at the sole discretion of the City an additional 6 years for a maximum term of 16 years (including both the initial and extended terms). City may decide, at its sole and unfettered discretion, to sole source or renegotiate the Agreement at the end of the term.

Please note that participation in this procurement process is limited to the following five solid waste providers; 1) Athens Services, 2) Burtec/EDCO, 3) CR&R, 4) Republic Services, and 5) WMI. **There will be a mandatory pre-proposal conference on June 16, 2015 at 9:00 a.m.** in the City Council Chamber at 13230 Penn Street, Whittier, CA 90602. Proposers wishing to continue participation in this procurement process must attend the pre-proposal conference. The RFP will only be distributed only to proposers who have submitted a signed and notarized Proposer's Code of Conduct by June 5, 2015 (See section 5.10 and section 7.3 Attachment C – Proposer's Code of Conduct). **Proposals are due July 28, 2015 at 4:00 p.m.**

The successful Contractor will be required to execute the Agreement with the City as prepared by the City Attorney. The Agreement will be based on the Draft Agreement included as 7.1 Attachment A – Draft Agreement; and may be minimally modified to reflect unique needs (e.g., the optional programs selected). Services under the new Agreement will commence July 1, 2016. The City and the current authorized Contractors will continue to provide services under the existing Agreements up to and including June 30, 2016.

Note that many terms used in this RFP are defined in Article 1 of the Draft Agreement included herein as 7.1 Attachment A – Draft Agreement.

Participants in this RFP process should make note of and comply with the City’s Code of Conduct, Proposer’s Code of Conduct and Anti-Collusion Affidavit – 7.2 Attachment B – City of Whittier Code of Conduct, 7.3 Attachment C – Proposer’s Code of Conduct, and 7.4 Attachment D – Anti-Collusion Affidavit.

1.2 ORGANIZATION OF RFP

This RFP is organized into six sections as follows:

- Section 1** Provides a brief introduction to the RFP, summarizes the City’s goals, describes the City’s rights concerning the procurement process, and presents the procurement schedule.
- Section 2** Provides a description of the City of Whittier service areas and a summary of the current services as provided by the City and the current authorized Contractors.
- Section 3** Presents the scope of requested collection, disposal and processing of refuse, recyclable materials, and organic waste
- Section 4** Provides the RFP policies, conditions and process.
- Section 5** Describes the RFP submittal requirements.
- Section 6** Outlines the proposal evaluation process and criteria by which the proposals will be evaluated.
- Section 7** Attachments including 7.1 Attachment A – Draft Agreement, 7.2 Attachment B – City of Whittier Code of Conduct, 7.3 Attachment C – Proposer’s Code of Conduct, 7.4 Attachment D – Anti-Collusion Affidavit, and 7.14 Attachment N – Price Proposal Forms

1.3 CITY’S GOALS

The City’s goal is to provide high-quality and cost effective solid waste collection and recycling services while meeting the recycling diversion targets set by the City, State and Federal government.

The City’s goals for future services are as follows:

- Maximize the quality of services provided to customers;
- Provide service at rates that are at cost-effective in relation to the service provided, affordable, and competitive with current conditions ;
- Sustain the City’s community vision of maintaining a quality environment that optimizes environmental resources;
- Support the State’s goal of resource conservation, which prioritizes management of the waste stream using the following hierarchy: waste reduction, reuse, recycling, composting, transformation, and landfilling;
- Encourage state-of-the-art services;

- Minimize the impact on streets and alleys from collection vehicles; and,
- Receive a franchise fee from contractor(s).

1.4 RFP SCHEDULE

The key activities and completion dates for the RFP process are provided in Table 1 – RFP Schedule. The RFP process is described in detail in *Section 4 – RFP Policies, Conditions, and Process*. All questions regarding the RFP must be submitted in accordance with the instructions specified therein.

Table 1 – RFP Schedule

Activity	Completion Date*
City Approval of RFP	May 12, 2015
Distribute RFP and Draft Agreement	June 3, 2015
Mandatory Proposer’s Conference	June 16, 2015 9:00 A.M
Deadline to Submit Written Questions	July 10, 2015
Written Responses to Questions	July 23, 2015 or sooner
Deadline to Submit Proposals	July 28, 2015 4:00 PM
Completed proposal analysis delivered to Council & selection of Contractor(s) for negotiations by Council	October 13, 2015
New contract commencement	July 1, 2016

*Note that the City may modify this schedule as needed.

SECTION 2 – BACKGROUND

The information and presented in this section was obtained from the City’s Solid Waste Division and is presented for information purposes only. The proposer agrees to indemnify and hold the City harmless from any claims of damages incurred by proposer for its reliance on this data. Each proposer should take whatever steps it believes are necessary to reasonably determine the actual service requirements of the City and understand service conditions in the City when preparing a proposal.

2.1 DEMOGRAPHICS

The City of Whittier is located in Southeast Los Angeles County, California with a population of approximately 85,000. The City is bordered by Hacienda Heights on the northwest La Habra Heights, La Habra to the east, La Mirada to the south, Santa Fe Springs and Unincorporated County to the south, and, Pico Rivera and Montebello to the west.

According to the California Department of Finance, population and housing estimates for the City are as follows:

Table 2 – City of Whittier Demographics¹

Population	86,538
Total Dwelling Units	29,598
Percent Vacant	4.5%
Persons Per Household	3.0
Single-Family Detached	19,360
Single-Family Attached	1,165
Multi-Family 2 to 4 Units	2,306
Multi-Family 5 Plus Units	6,574
Mobile Homes	193

The census information is intended only to provide a broad overview. The City asserts no claim as to its accuracy.

¹ From California Department of Finance Table 2:3-5 City/County Population and Housing Estimates, 1/1/2014.

2.2 CURRENT COLLECTION SERVICE

The City is divided into three Refuse Collection Zones (see 7.5 Attachment E – Refuse Collection Zones Map, for a map of the service zones.) Refuse collection service is provided by Consolidated Disposal Service (CDS) and Waste Management (WM) under franchise agreements, and by the City’s Whittier Solid Waste Collection operation (WSWC).

Each Contractor services a designated service zone as follows;

Table 3 – Refuse Service Zones

Service Type	Zones		
	1	2	3
Residential Refuse	CDS	WM	WSWC
Curbside Recycling	CDS	WM	CDS
Green Waste	CDS	WM	CDS
Commercial Refuse	CDS	CDS	WSWC

All residential customers have solid waste, recycling, and green waste collection and are provided 64-gallon carts as the basic level of refuse service. Residential customers may request additional 64-gallon refuse carts for an additional monthly charge.

Recycling and green waste collection service is provided weekly in 96-gallon carts to residential customers on the same day as their refuse collection service. Residential customers may request up to five 96-gallon carts for recycling and/or green waste collection. Additional 96-gallon recycling carts are available to residents for an additional monthly charge.

A summary of the services currently provided are listed in Table 4 – Summary of Current Services.

Table 4 – Summary of Current Services

Service Type	Service Description
Single-Family	<ul style="list-style-type: none"> Weekly Automated Refuse Collection Weekly Automated Recyclable Materials Collection Weekly Green Waste Collection
Commercial / Multi-Family	<ul style="list-style-type: none"> Permanent and Temporary Refuse Bin Collection and Processing Permanent and Temporary Roll-Off Box Collection
City Services	<ul style="list-style-type: none"> City Facilities City-Sponsored Events
Other Services	<ul style="list-style-type: none"> Residential Bulky Item Collection Annual Holiday Tree Collection

2.3 CURRENT RATES & BILLING PROCESS

The current Authorized Contractors, CDS and WM are responsible for all Commercial, Multi-Family Dwelling and Residential billing services in their respective service zones. Commercial and Multi-Family Dwelling customers are billed monthly and Residential customers are billed quarterly. The current Authorized Contractor is permitted to bill in advance of services rendered.

Billing for the WSWC is provided through the water service on a bi-monthly basis. Under the new Agreement, the selected Contractor shall be responsible for all billing functions and associated costs.

Rates effective as of August 1, 2014, are provided in the tables that follow. Please consult 7.6 Attachment F – Refuse Collection Fees Ordinance 3021.

Table 5 – Residential Rates

2-Cart Service	Per Month
Single Family/Multiple Units (one 64 gal refuse cart & up to five 96 gal green waste/recycling carts.	\$22.66 ^{2*}
Lots 1/3 acre or larger	\$24.51 ²
UUT Exemption Qualified Discount	(\$5.00)
Each additional 64 gal. refuse or 96 gal. green waste/recycling cart (Must keep cart for four (4) billing cycles.	\$6.65
Multiple Units - First Three Units (Each). Each unit receives one 64 gal. refuse carts & up to five 96 gal. green waste/recycling carts.	\$19.24
- Four plus Units (Each Additional Unit) Add additional cart rental fee listed in Schedule B (see 7.6 Attachment F – Refuse Collection Fees Ordinance 3021. Complex will receive large container for units to share.	\$8.50
Special Condition & Disposal of Large/Unusual Items. (Minimum)	\$37.42
Overflow Tags (Per bag: each bag must weigh 30 lbs. or less)	\$2.14
Stenciling Service Address on Container (Per Container).	\$5.35
Back Yard Service	\$26.73
Return Trip (Due to setting container out late or returning container removed due to ongoing contamination or unauthorized usage after three warnings	\$53.45
Scheduled Return Trip per Container	\$37.42
Restart Service after Non-Payment	\$30.00

² Includes \$1.58 recycling fee and \$1.84 sweeping fee.

Table 6 – Commercial Rates

	1 x wk	2 x wk	3 x wk	4 x wk	5 x wk	6 x wk
1 CY Bin	55.80	109.10	162.40	215.70	269.00	322.3
<i>Each Add'l Bin</i>	53.96	93.58	133.20	172.82	212.44	252.06
2 CYD Bin	104.93	197.85	290.77	383.69	476.61	569.53
<i>Each Add'l Bin</i>	103.09	182.33	261.57	340.81	420.05	499.29
3 CY Bin	151.69	284.23	416.77	549.31	681.85	814.39
<i>Each Add'l Bin</i>	149.85	268.71	387.57	506.43	625.29	744.15
100 Gal Cart	28.01	61.5	94.99	128.48	161.97	195.46
<i>Each Add'l Cart</i>	26.17	45.98	65.79	85.60	105.41	125.22
300 Gal Cart	80.57	153.68	226.79	299.9	373.01	446.12
<i>Each Add'l Cart</i>	78.73	138.16	197.59	257.02	316.45	375.88

Commercial customers are billed bi-monthly and consists of several components including a base rate, container rental, and a fee. Please consult 7.6 Attachment F – Refuse Collection Fees Ordinance 3021 for a more complete description.

Table 7 – Temporary Refuse Container Service

Description	Base Rate	Each Additional Dump
1 Yard Container	\$46.36	\$14.97
2 Yard Container	\$61.31	\$22.43
3 yard Container	\$73.29	\$29.89

Table 8 – Temporary Roll-Off Container Service

Description	Base Rate
10 Cubic Yards (Concrete & Asphalt)	\$490.50
20 Cubic Yards	\$337.96
25 Cubic Yards	\$382.82
30 Cubic Yards	\$439.63
40 Cubic Yards	\$477.02
Additional daily fee after initial 7 calendar days	\$21.53
Impound Fee (plus landfilled tonnage cost)	\$208.31
Compactor/Roll Off box turn-around fee per dump	\$56.00

Table 9 – Permanent Refuse Compactor/Roll-Off Container Service

Description	Rate
10 Cubic Yards (Concrete & Asphalt)	\$608.22
15 Cubic Yards	\$384.31
20 Cubic Yards	\$418.69
25 Cubic Yards	\$442.63
30 Cubic Yards	\$469.56
35 Cubic Yards	\$493.49
40 Cubic Yards	\$530.89
Compactor/Roll Off cleaning	\$39.21
Compactor replacement key	\$11.21
Compactor replacement fob	\$22.39
Compactor pressure wash for wet waste spills (Per Month)	\$2.80
Impound Fee (plus landfilled tonnage cost)	\$208.31
Compactor/Roll Off box turn-around fee (per dump)	\$56.00

2.5 CURRENT SERVICE DATA

The City has obtained from the current Authorized Contractor the following data regarding Service. The City neither warrants nor accepts responsibility for the accuracy of the information.

Table 10 – Residential Collection Services

	Refuse 64 Gal Carts	Recycling 96 Gal Carts	Green Waste 96 Gal Carts
Standard Service	18,403	14,826	16,339
Extra Carts	1,800	898	2,525

The size, quantity and frequency of Commercial Bin service is provided in the following table:

Table 11 – Quantity of Commercial Bins/Carts as Reported By CDS

	1 x wk	2 x wk	3 x wk	4 x wk	5 x wk	6 x wk	On Call
1 CY	52						
2 CY	72	16	11		1	2	
3 CY	114	84	91	18	12	20	24
4 CY	1		5	1	7	5	
96 Gallon Carts	206						
Locks	41	15	11	5	4	10	

**Table 12 – Quantity of Commercial Bins/Carts
as Reported by the City**

Size	Quantity
100 Gal Cart	216
300 Gal Cart	1,126
1 CY Bin	16
2 CY Bin	47
3 CY Bin	1

**Table 13 – Total Tons (2013/14)
Received at Savage Canyon Landfill**

Source	Tons
Collection	43,000
Foreign	45,900
Self-Haul	1,200
Other	700
Total	90,800

Table 14 – 2013 CDS Tonnage³

Sector	Landfilled	Recycling	Green Waste	Total
Residential	10,376	5,643	15,514	31,533
Commercial	12,759	187	8	7,734
Roll-Off	2,568	819	1,418	4,805
TOTAL	20,483	6,649	16,940	44,072

³ The City does not vouch for the accuracy of this information. The tonnages are provided as reported by CDS.

Table 15 – 2014 WSWC Tonnage

Sector	Tons
Commercial Automated	7,767
Commercial Rear Loader	7,120
Roll-Off	7,748
Residential Automated	7,865
TOTAL	30,500

2.6 CURRENT REVENUE & FRANCHISE FEE

The entire, city-wide refuse collection operation generates about \$10.8M per year. CDS receives about \$4.5 in both residential and commercial services, WM receives about \$95K in residential services, and WSWC receives about \$6.26M in residential and commercial services. The most recent revenue totals are provided in Table 16 – 2013 Gross Revenue. Please note that WSWC does not break down revenue between residential and commercial services.

Table 16 – 2013 Gross Revenue

SECTOR	CDS	WM	WSWC	TOTAL
Residential	\$2,307,580	\$95,063		\$2,402,643
Commercial	\$2,179,803			\$2,179,803
Residential & Commercial			\$6,225,690	\$6,225,690
TOTAL	\$4,487,383	\$95,063	\$6,225,690	\$10,838,126

2.7 CURRENT DISPOSAL FACILITY

The City owns and operates Savage Canyon Landfill. The City will continue to own and operate the landfill. The successful Proposer will be expected to commit to a put-or-pay agreement to meet the 350 ton per day permitted capacity of the landfill.

2.8 DIVERSION RATES & PROGRAMS

The City is committed to fully complying with AB 939. The City’s goal is to maintain greater than a 50% diversion rate. Under the new agreement, the Contractor will be required to divert a sufficient amount to ensure that the City continues to meet the 50% AB 939 diversion mandate.

The City is committed to fully complying with AB 341. Under the new agreement, the Contractor shall implement an education and outreach program for Multi-Family Dwelling and Commercial customers as required by AB 341. Education, outreach and recycling program participation shall be documented by

the Contractor, and documentation shall be provided to the City for inclusion in Jurisdiction Annual Reports.

The City’s Jurisdiction Annual Report data is provided below in Table 17 – CalRecycle Jurisdiction Diversion/Disposal Rate Summary. As stated by CalRecycle, *“The per capita disposal rate is a jurisdiction-specific index and cannot be compared between jurisdictions. The per capita disposal rate is used as one of several “factors” in determining a jurisdiction’s compliance with the intent of AB 939, and allows the California Department of Resources Recycling and Recovery (CalRecycle) and jurisdictions to set their primary focus on successful implementation of diversion programs. Meeting the disposal rate targets is not necessarily an indication of compliance.”*

- Annual Per Resident Disposal Rate Target (Pounds Per Day): 9.0
- Annual Per Employee Disposal Rate Target (Pounds Per Day): 20.5

Table 17 – CalRecycle Jurisdiction Diversion/Disposal Rate Summary⁴

REPORT YEAR	REVIEW YEARS	JURISDICTION REVIEW STATUS	ANNUAL REPORT REVIEW STATUS	ANNUAL PER CAPITA DISPOSAL RATE (PPD) PER RESIDENT	ANNUAL PER CAPITA DISPOSAL RATE (PPD) PER EMPLOYEE
2007		Approved	Staff Reviewed	10.0	25.0
2008		Approved	Staff Reviewed	8.6	24.7
2009		Awaiting Review	Staff Reviewed	7.3	26.0
2010				6.5	26.9
2011				6.2	22.8
2012				6.5	23.5

2.9 FUTURE AGREEMENT TERM

The term of the new Agreement will commence upon approval and execution by the City. During the period between the execution of the new contract and July 1, 2016, the new agreement shall be in effect and will specify the activities to be completed during the implementation period. During the implementation period, the Current Authorized Contractor will continue to provide collection services under the terms of the existing Agreement. All services under the new Agreement will commence on July 1, 2016, and will continue for 10 years, expiring 2026. The agreement may be extended for a maximum of one (1) six (6) year extension at the sole and unfettered discretion of the City. A Draft Agreement is presented in 7.1 Attachment A – Draft Agreement. Requested services are summarized in Section 3 – Scope of Requested Services of this RFP.

⁴ Source CalRecycle Jurisdiction Diversion/Disposal Rate Summary (2007-Current).

SECTION 3 – SCOPE OF REQUESTED SERVICES

This section provides a description of the services solicited through this RFP. The Contractor shall have the exclusive right to collect solid waste, recyclable materials, and organic materials from all residential accounts in the City, except for those materials described in Section 3 of the Draft Agreement provided as (7.1 Attachment A – Draft Agreement in this RFP.

The services are separated by service sector (i.e., single-family, multi-family, commercial, and City facilities). In addition, all of the services are identified as either a “core” service or “optional” service. **The core services include all of the base services that will be provided by Contractor. The City will select the optional services, if any, to be provided by the Contractor, and the scope, terms, and conditions will be negotiated and included in the new Agreement. Proposer must respond and provide price proposals for core services and may provide price proposals for optional services.**

A summary of the requested collection services (and the relevant RFP section number) is presented in Table 18 – Summary of Requested Collection Services.

Table 18 – Summary of Requested Collection Services

3.1 Single-Family Dwelling (SFD) Collection Service
3.1.1 Core Services for SFD
3.1.1.1 Automated Weekly Refuse Collection
3.1.1.2 Automated Weekly Single-Stream Recyclable Materials Collection
3.1.1.3 Automated Weekly Green Waste Collection
3.1.1.4 Alley Collection
3.1.1.5 Hard to Service Areas
3.1.1.6 Annual Holiday Tree Recycling Collection
3.1.1.7 On-Call Bulky Waste & Electronic Waste Collection
3.1.1.8 Household Hazardous Waste Collection Events
3.2 Multi-Family Dwelling (MFD) Collection Service
3.2.1 Core Services for MFD
3.2.1.1 Refuse Collection
3.2.1.2 Single-Stream Recyclable Materials Collection
3.2.1.3 Green Waste Collection
3.2.1.4 Organic Waste Collection
3.2.1.5 Annual Holiday Tree Collection
3.2.1.6 On-Call Bulky Waste & Electronic Waste Collection
3.2.1.7 Household Hazardous Waste Collection Events

3.3 Commercial Collection Service
3.3.1 Core Services for Commercial
3.3.1.1 Refuse Collection
3.3.1.2 Single-Stream Recyclable Materials Collection
3.3.1.3 Green Waste Collection
3.3.1.4 Organic Waste Collection
3.3.1.5 On-Call Bulky Waste and Electronic Waste Collection
3.2.1.6 Share Compactors
3.3.2 Optional Services for Commercial
3.3.2.1 Mixed MSW MRF Collection and Processing (“Dirty” MRF)
3.4 City Facilities
3.4.1 Core Services for City Facilities
3.4.1.1 Refuse Collection
3.2.1.2 Single-Stream Recyclable Materials Collection
3.4.1.3 Green Waste Collection
3.4.1.4 Organic Waste Collection
3.4.1.5 On-Call Bulky Waste Collection
3.4.1.6 Abandoned Waste Collection
3.4.1.7 Universal Waste Collection
3.4.1.8 Bus Stop & Public Container Collection Service
3.4.1.9 City-Sponsored Events
3.4.1.10 Large Venue Events Recycling
3.4.1.11 Homeless Encampment Clean-Ups
3.5 Other Services
3.5.1 On-Call Temporary Services
3.5.2 Construction and Demolition Debris Recycling
3.5.3 Cart/Bin Roll-Out/Scout Service

The Draft Agreement is included in 7.1 Attachment A – Draft Agreement. It presents all of the contract terms and conditions including a complete description of the collection services requested. It also describes Contractor’s compensation and rate-setting methods, dispute resolution, indemnification, insurance, performance assurances, termination rights, defaults and remedy provisions, and the approach that will be used to manage the Contractor’s performance. **If there are differences between the summary of collection services provided in this RFP and the Agreement, the terms and conditions in the Agreement shall prevail.**

3.1 SINGLE-FAMILY DWELLING (SFD) COLLECTION SERVICE

SFD includes premises used for or designated as a single-family residential dwelling, including each unit of a multi-family dwelling up to three (3) Units for which separate collection services are provided to each dwelling unit.

3.1.1 Core Services for SFD

The default service level will be weekly, automated Collection of three (3) 96-gallon carts for each curb-serviced household; Black for trash, Blue for recycling, and Green for Green Waste.

3.1.1.1 Automated Weekly Refuse Collection

Contractor will provide each SFD with a new, wheeled cart for automated collection of refuse. The default service level will be a 96-gallon cart collected weekly. The Contractor must provide 32-gallon carts as substitutes depending on the Customer's preference and need. No discount will be given for using small carts. Customers may add additional carts as may be needed at an additional charge. Customers will be required to place the cart(s) curbside for collection, except for areas which are designated for "Alley Collection" (see section 3.1.1.4). Refuse collection service is mandatory for all service locations.

3.1.1.2 Automated Weekly Single-Stream Recyclable Materials Collection

Contractor will provide each SFD with a new, wheeled cart for automated collection of single-stream recycling material. The default service level will be a 96-gallon cart collected weekly. The Contractor must provide 64- and/or 32-gallon carts as substitutes depending on the Customer's preference and need. No discounts will be given for using smaller or no carts. Customers may add additional carts as may be needed at no additional charge. Customers will be required to place the cart(s) curbside for collection. Recycling collection will be made available at a minimum for: mixed paper (e.g., ledger, computer, junk mail, magazines, paperback books, cereal boxes, envelopes, paper shopping bags and non-metallic wrapping paper); corrugated cardboard; newspaper; scrap metal including aluminum cans, and foil; steel, bi-metal and tin cans; glass jars and bottles; PET plastic; HDPE plastic; plastics types 3-7; plastic tools and toys and other plastic materials (if readily identifiable as being recyclable); juice boxes and milk cartons (aseptic packaging, Tetra Pak); and telephone books.

3.1.1.3 Automated Weekly Green Waste Collection

Contractor will provide each SFD with a new, wheeled cart for automated collection of green waste. The default service level will be a 96-gallon cart collected weekly. The Contractor must provide 64- and/or 32-gallon carts as substitutes depending on the Customer's preference and need. No discount will be given for using smaller or no carts. Customers may add two (2) additional carts as may be needed at no additional charge. Customers may add additional carts beyond the first three (3) as may be needed at an additional charge. Customers will be required to place the cart(s) curbside for collection.

3.1.1.4 Alley Collection

Portions of the City are provided collection service at the alley. A map and a listing describing the specific streets which are currently designated for alley collection are provided in 7.7 Attachment G – Alley List & Map. The locations designated for alley collection are designated by the City and are subject to modification only with prior approval by the City.

3.1.1.5 Hard to Service Areas

Contractor must provide a thorough description of its plans to provide weekly, curbside collection of refuse, single-stream recyclable materials and green waste to hard-to-service areas such as steep hills, narrow streets, one-way streets, dead-ends, courts, alleys, etc., including discussion of collection methodology and equipment to be utilized.

3.1.1.6 Annual Holiday Tree Recycling Collection

Contractor will provide annual collection of holiday trees commencing the first collection day after December 25 and ending the third Saturday in January at no additional charge. Residents will be required to place the trees curbside for collection on their scheduled, weekly service day. Trees must be free of ornaments; garlands; tinsel and flocking; and stands must be removed. Contractor will be required to collect trees in sections up to six feet in length. Notwithstanding the above, In accordance with Section 3.5.2, third-party collectors may be retained for the purpose of Holiday Tree removal, recycling or disposal.

3.1.1.7 On-Call Bulky Waste and E-Waste Collection

Contractor will provide four (4) collection events per year. Customers are entitled to the collection of twelve (12) total items per dwelling per year, in any combination of collection days and items, at no additional charge. Items will be collected on the Customer's regular collection day. In accordance with Section 3.5.2, third-party collectors may be retained for the purpose of bulky item removal, recycling or disposal. Contractor will be required to separate and recycle all commodities that can be feasibly recovered.

Bulky waste collected by Contractor may not be landfilled or disposed of until the following hierarchy has been followed by the Contractor.

- (a) Reuse as is (if energy efficient)
- (b) Disassemble for reuse or recycling
- (c) Recycle (through participation of charitable organizations)
- (d) Disposal

Proposer will describe how it will encourage reuse and recycling and comply with the Agreement requirement to divert 50% of the tonnage collected through the on-call bulky waste service.

3.1.1.8 Household Hazardous Waste Collection

Contractor will provide, either directly, or through a City-approved subcontractor, two (2), citywide Household Hazardous Waste Collection Events at no additional charge. The dates and locations of the Events will be coordinated with Whittier City Staff. Whittier residents will be allowed to drop off unlimited items at the two events and the acceptable items will include, at minimum, the items that are listed on Table 19, as well as any items included as an Enhancement by the Contractor:

Table 19 – Household Hazardous Waste

ACCEPTABLE WASTE:

Garden Chemicals

Insect sprays
Weed killers
Other poisons
Fertilizer

Swimming Pool Chemicals

Pool acid
Chlorine: tablets, liquid

Automotive Waste

Motor oil
Antifreeze
Waxes
Polishes
Cleaners
Brake fluid
Gasoline
Used oil filters
Oily rags
Transmission fluid
Windshield washer fluid
Hydraulic fluid
Automotive batteries

Paint Products

Oil-based paint
Latex paint
Spray paint
Stripper
Stains
Caulking
Wood preservative
Glue
Thinner

Household Cleaners

Bleach
Cleaning compounds
Floor stripper
Drain cleaner
Tile remover and cleaners
Rust remover

Misc. Household

Household batteries-thermometers
Consumer electronics, TV, CRT
Fluorescent tubes
Thermometers
Hobby glue
Artist's paint

**Pharmaceuticals and medicines
(non-controlled)**

Sharps

UNACCEPTABLE WASTE:

Ammunition

Appliances (larger than microwave)

Asbestos

Biological waste

Commercial chemicals (for business use)

Construction materials

Driveway sealer (more than five gallons)

Radioactive materials

Explosives

Fire extinguishers

Leaking containers

Liquid mercury

Pressurized cylinders

Smoke detectors

Tires

Trash

Unknowns (must be tested)

Waste in 6-gallon or larger container

3.2 MULTI-FAMILY DWELLING (MFD) COLLECTION SERVICE

MFD customers include any residential premises with four (4) units or more. When discussing refuse, recyclable materials or green waste collection service changes with customers, Contractor must provide a rate schedule to customers denoting all service levels and all possible frequencies of collection.

3.2.1 CORE SERVICES FOR MFD

3.2.1.1 Refuse Collection

Contractor will provide bins, roll-off boxes and compactors for collection of refuse. Customers will have the opportunity to subscribe to the appropriate service level.

Bin and compactor services will be made available in sizes including; 1, 2, 3, and 6 cubic yards. Collection frequency will be at least once per week and up to six (6) times per week. Roll-off box service will be made available containers sizes including; 10 to 40 cubic yards. Roll-off boxes and Compactors, as provided by Contractor or by Customer, shall be serviced as needed. Contractor will be required to service bins stored within 50 feet of the public right-of-way if egress to the bins is paved and the slope is less than 7%. Otherwise, customer may put bin out for access or subscribe to roll-out service at an additional charge. Refuse collection service is mandatory for all service locations.

The City provides refuse collection to certain MDF and Commercial locations by providing 300-gallon containers and collecting them with automated side-loader vehicles. It is the responsibility of each proposer to survey the City and propose collection methodology for customers currently receiving service with 300-gallon containers. Proposers may continue use of 300 gallon containers or may propose an alternative that conforms to the space limitation, safety considerations and service requirements for those customers.

3.2.1.2 Single-Stream Recyclable Materials Collection

Contractor will provide wheeled carts and bins for collection of single-stream recyclable materials. Contractor will offer source-separated recyclable materials collection service to all Customers with four (4) cubic yards or more of weekly Refuse service and all other Customers requesting service. Carts will be made available including 64 and 96 gallons. Bins will be made available in sizes including 3 and 6 cubic yards. Collection frequency will be at least once (1) per week and up to six (6) times per week. Roll-off box and service will also be made available in containers sizes including: 20 to 40 cubic yards. Customers will designate the collection location. Participating Customers shall pay a separate fee for recyclable materials collection based on their service level in accordance with rate established by the City.

Recycling collection will be made available at a minimum for: mixed paper (e.g., ledger, computer, junk mail, magazines, paperback books, cereal boxes, envelopes, paper shopping bags and non-metallic wrapping paper); corrugated cardboard; newspaper; scrap metal including aluminum cans, and foil; steel, bi-metal and tin cans; glass jars and bottles; PET plastic; HDPE plastic; plastics types 3-7; plastic tools and toys and other plastic materials (if readily

identifiable as being recyclable); juice boxes and milk cartons (aseptic packaging, Tetra Pak); and telephone books.

In order to prevent the contamination of recyclables, the Contractor will provide “restricted access” lids for recycling collection containers, as needed.

3.2.1.3 Green Waste Collection

Contractor will provide wheeled carts and bins for collection of Green Waste, if requested. Customers will have the option to subscribe to the appropriate service level. Carts will be made available including 64 and 96 gallons. Bins will be made available in sizes including 2 and 6 cubic yards. Collection frequency will be at least once (1) per week and up to six (6) times per week. Roll-off box service will also be made available in containers sizes including: 20 to 40 cubic yards. Participating Customers will designate the collection location. Customers shall pay a separate fee for Green Waste collection based on their service level in accordance with rate established by the City.

3.2.1.4 Organic Waste Recycling

Contractor will develop and provide an organic waste recycling program that at minimum meets the standards required under AB 1826 at the established rates. Contractor shall be responsible for identifying Customers required to participate in the organic waste recycling program. Proposers shall describe how they will meet the requirements of AB 1826; including but not limited to, the initial outreach to customers, collection methodology, containers to used, type of vehicle, proposed collection schedules, and facilities to be used. The Collector shall be responsible for ensuring that their organic waste recycling program meets the requirements of AB 1826 and may be required by the City to modify its program from time to time.

3.2.1.5 Annual Holiday Tree Recycling Collection

Annually, commencing the first collection day after December 25 and ending the third Saturday in January, the Contractor shall collect holiday trees from MFDs at no additional charge. Contractor shall perform Collection of holiday trees on Customers’ normal Collection days at Customers’ Collection location for refuse. Trees must be free of ornaments; garlands; tinsel and flocking; and stands must be removed. Contractor will be required to collect trees in sections up to six feet in length.

3.2.1.6 On-Call Bulky Waste and E-Waste Collection

Contractor will provide on-call collection of bulky waste, including e-waste, from MFD customers using a method suitable for the MFD complex and agreed upon by the Customer or property manager.

Contractor will provide four (4) collection events per year. Customers are entitled to the collection of twelve (12) total items per dwelling per year, in any combination of collection days and items, at no additional charge. Items will be collected on the Customer’s regular collection day. In accordance with Section 3.5.2, third-party collectors may be retained for the purpose of

bulky item removal, recycling or disposal. Contractor will be required to separate and recycle all commodities that can be feasibly recovered.

Bulky waste collected by Contractor may not be landfilled or disposed of until the following hierarchy has been followed by the Contractor.

- (a) Reuse as is (if energy efficient)
- (b) Disassemble for reuse or recycling
- (c) Recycle (through participation of charitable organizations)
- (d) Disposal

Proposer will describe how it will encourage reuse and recycling and comply with the Agreement requirement to divert 50% of the tonnage collected through the on-call bulky waste service.

3.2.1.7 Household Hazardous Waste Collection

Contractor will provide, either directly, or through a City-approved subcontractor, two (2), citywide Household Hazardous Waste Collection Events at no additional charge. The dates and locations of the Events will be coordinated with Whittier City Staff. Whittier residents will be allowed to drop off unlimited items at the two events and the acceptable items will include, at minimum, the items that are listed in Table 19 under Section 3.1.1.8 of this Request for Proposals.

3.3 COMMERCIAL COLLECTION SERVICE

Commercial customers include all businesses, institutions and industrial operations, except for any business that is operated at a residential property. Contractor will be required to service carts, bins and roll-off boxes stored in customer's solid waste enclosure or other locations as requested by customer. When discussing refuse, recycling or green waste collection service changes with customers, Contractor must provide a rate schedule denoting all service levels and all possible frequencies of collection. Refuse collection is mandatory for all service locations.

3.3.1 CORE SERVICES FOR COMMERCIAL

3.3.1.1 Refuse Collection

Contractor will provide bins and roll-off boxes for collection of refuse. Customers will have the opportunity to subscribe to the appropriate service level. Bin services will be made available in sizes including; 1, 2, 3, and 6 cubic yards. Collection frequency will be at least once per week and up to six (6) times per week. Roll-off box service will be made available containers sizes including; 10 to 40 cubic yards. Roll-off boxes and Compactors, as provided by Contractor or by Customer, shall be serviced as needed. Customers will designate the collection container location. Contractor will be required to service bins stored within 50 feet of the public right-of-way if egress to the bins is paved and the slope is less than 7%. Otherwise, customer may put

bin out for access or subscribe to roll-out service at an additional charge. Refuse collection service is mandatory for all service locations.

3.3.1.2 Single-Stream Recyclable Materials Collection

Contractor will provide wheeled carts and bins for collection of single-stream recyclable materials. Contractor will offer source-separated recyclable materials collection service to all Customers with four (4) cubic yards or more of weekly Refuse service and all other Customers requesting service. Carts will be made available including 64 and 96 gallons. Bins will be made available in sizes including 3 and 6 cubic yards. Collection frequency will be at least once (1) per week and up to six (6) times per week. Roll-off box service will also be made available in containers sizes including: 20 to 40 cubic yards. Customers will designate the collection location. Participating Customers shall pay a separate fee for recyclable materials collection based on their service level in accordance with rate established by the City.

Recycling collection will be made available at a minimum for: mixed paper (e.g., ledger, computer, junk mail, magazines, paperback books, cereal boxes, envelopes, paper shopping bags and non-metallic wrapping paper); corrugated cardboard; newspaper; scrap metal including aluminum cans, and foil; steel, bi-metal and tin cans; glass jars and bottles; PET plastic; HDPE plastic; plastics types 3-7; plastic tools and toys and other plastic materials (if readily identifiable as being recyclable); juice boxes and milk cartons (aseptic packaging, Tetra Pak); and telephone books.

In order to prevent the contamination of recyclables, the Contractor will provide “restricted access” lids for recycling collection containers, as needed.

3.3.1.3 Green Waste Collection

Contractor will provide wheeled carts and bins for collection of Green Waste. Customers will have the opportunity to subscribe to the appropriate service level. Carts will be made available including 64 and 96 gallons. Bins will be made available in sizes including 3 and 6 cubic yards. Collection frequency will be at least once (1) per week and up to six (6) times per week. Roll-off box service will also be made available in containers sizes including 20 to 40 cubic yards. Customers will designate the collection location. Customers shall pay a separate fee for Green Waste collection based on their service level in accordance with the rate established by the City.

3.2.1.4 Organic Waste Recycling

Contractor will develop and provide an organic waste recycling program that at minimum meets the standards required under AB 1826 at the established rates. Contractor shall be responsible for identifying Customers required to participate in the organic waste recycling program. Proposers shall describe how they will meet the requirements of AB 1826; including but not limited to, the initial outreach to customers, collection methodology, containers to used, type of vehicle, proposed collection schedules, and facilities to be used. The Collector shall be responsible for ensuring that their organic waste recycling program meets the requirements of AB 1826 and may be required by the City to modify its program from time to time.

3.3.1.5 On-Call Bulky Waste and E-Waste Collection

Contractor will provide on-call collection of bulky waste, including e-waste, from commercial customers using a method suitable for the commercial premises and agreed upon by the Customer or property manager. Commercial generators will pay a bulky item collection fee as approved by the City.

3.3.1.6 Shared Compactor Service

The City services several business customers located in and around the uptown area with compactors which are shared by several businesses. The rate charged to each customer is based on a formula that considers each business's type, size and frequency of use. The location of these compactors, the business addresses, and the rate charged are provided in 7.8 Attachment H – Shared Compactors. The locations of the compactors are subject to change at the discretion of the City. The compactors are monitored with the "One-Plus" system.

Each Proposer is responsible for 1) evaluating the service needs of customers currently being serviced with shared compactors; 2) describing an operational plan to service these accounts, and, 3) proposing a rate methodology for this service. The existing compactors are owned and maintained by the City and are located on City property. The Contractor will become responsible for maintaining and replacing compactors as may be necessary to meet the requirement of the Agreement.

3.3.2 OPTIONAL SERVICES FOR COMMERCIAL

3.3.2.1 Mixed MSW MRF Collection and Processing ("Dirty" MRF)

Proposer may propose to provide mixed MSW MRF collection and processing services ("Dirty" MRF) as an option for the City's consideration. Proposers offering this option are required to describe the methodology to provide mixed MRF collection and processing, the percentage of diversion that will be achieved and the facility where the material will be processed. Proposers offering this option shall complete the provided form with corresponding rates for each level and frequency of service for the mixed MSW MRF collection and processing option.

3.4 CITY FACILITIES

City facilities will be provided all collection services at "no charge." Collections will be scheduled at a time mutually agreed upon by the Contractor and the City. The cost of these services will be included in the overall rate structure to provide services to the other three sectors (i.e., SFD, MFD and commercial). However, cost information on City Facilities must be included in response to this RFP. Current service levels are provided in 7.9 Attachment I – City Facilities.

3.4.1 CORE SERVICES FOR CITY FACILITIES

3.4.1.1 Refuse Collection

Contractor will provide wheeled carts and bins for collection of refuse. The City will have the opportunity to subscribe to the appropriate service level. Carts will be made available including 64 and 96 gallons. Bins will be made available in sizes including 1, 2, 3, 4, and 6 cubic yards. Collection frequency will be at least once (1) per week and up to six (6) times per week. Roll-off box service will be made available in container sizes including 10 to 40 cubic yards.

3.4.1.2 Single Stream Recyclable Materials Collection

Contractor will provide recycling collection service at City Facilities at no additional charge. Contractor will provide carts, bins and roll-off boxes for collection of recycling materials.

3.4.1.3 Green Waste Collection

Contractor will provide green waste collection service at City Facilities at no additional charge. Contractor will provide carts, bins and roll-off boxes for collection of green waste materials.

3.2.1.4 Organic Waste Recycling

Contractor will develop and provide an organic waste recycling program that at minimum meets the standards required under AB 1826 at the established rates. Contractor shall be responsible for identifying Customers required to participate in the organic waste recycling program. Proposers shall describe how they will meet the requirements of AB 1826; including but not limited to, the initial outreach to customers, collection methodology, containers to used, type of vehicle, proposed collection schedules, and facilities to be used. The Collector shall be responsible for ensuring that their organic waste recycling program meets the requirements of AB 1826 and may be required by the City to modify its program from time to time.

3.4.1.5 On-Call Bulky Waste and E-Waste Collection

Contractor will provide on-call collection of bulky waste items including E-Waste when requested by City within 24 hours of call at no charge.

3.4.1.6 Abandoned Waste Collection

The contractor shall collect bulky waste and other solid waste as a result of illegal or unauthorized dumping, or other code enforcement matters, occurring within the City, at no additional charge.

3.4.1.7 Universal Waste Collection

Contractor will provide, either directly, or through a City-approved subcontractor, an on-call, Universal Waste Collection Service at City Facilities at no charge. The program will collect, at minimum, the items that are listed in Section 3.1.1.4 of this Request for Proposals.

3.4.1.8 Bus Stop & Public Container Collection Service

Contractor will Collect Solid Waste of all bus stops and other public service Containers located throughout the City at no Charge to the City. The number of Solid Waste Containers and frequency of Collection shall be determined by the City's Public Works Director. Contractor shall transport and deliver the Collected Solid Waste to the Disposal Facility, the Materials Recovery Facility, or such other facility as is appropriate. A list of current bus stop and other public containers is provided in 7.13 Attachment M – Bus Stop & Public Containers

3.4.1.9 City-Sponsored Events

Contractor will provide wheeled carts, bins, and/or roll-off boxes to collect refuse, recyclable materials, and green waste and assist the venue and event organizers with developing recycling plans and reporting data as described in Section 4.06 of the Draft Agreement. When requested by event organizers, refuse and recycling collection service, special event boxes and liners, and signage to promote recycling and/or indicate the location of recycling containers. This may include providing numerous carts to distribute throughout the event for use by patrons. Carts to be made available include 64 and 96 gallon carts. Bins will be made available in sizes including 1, 2, 3, 4 and 6 cubic yards. Roll-off box service will be made available in container sizes including 10 to 40 cubic yards. Collection frequency will be provided as required by the Customer. Customers will designate the collection location(s).

The following is a list of events for which services shall be provided:

- Police Department Open House/Health Fair
- Summer Concerts in the Park (six at Central Park and six at Parnell Park)
- Eggstravaganza
- Annual Community Theatre Clean-Out

3.4.1.10 Large Venue Events Recycling

Contractor shall provide recycling services at special events or large venue events. Contractor shall assist City staff or its designee in the planning, coordination and implementation of the recycling programs for such events. Contactor shall be responsible for the preparation and submittal to the City a "waste reduction and recycling plan" prior to such events, and within 30 days following each such event shall submit a waste characterization report listing the amount of each material collected for disposal and recycling at the event.

3.4.1.11 Homeless Encampment Clean-Ups

Contractor will clean-up homeless encampments within 24-hours when requested by City staff. Currently, WSWC personnel respond to approximately four to six requests per year from the Whittier Police Department and code enforcement to clean-up homeless encampments. The clean-up event will be coordinated with City staff.

3.5 OTHER COLLECTION SERVICE CONSIDERATIONS

This Section presents service considerations required by Contractor that were not specified in Sections 3.1 through 3.4.

3.5.1 ON-CALL TEMPORARY SERVICES

Contractor will provide bins and roll-off boxes, upon request for temporary use, on an on-call basis to SFD, MFD and Commercial Customers. Bins placed in City's rights-of-way shall be subject to such requirements as may be imposed by City and at minimum shall be equipped with reflectors, reflective tape, reflective paint, or other reflective devices which make such Bins reasonably visible to vehicle traffic at night.

3.5.2 CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING

Contractor shall work with Customers requesting Construction and Demolition debris Collection services to ensure that requirements by the City for the recycling and disposal of construction and demolition waste are met, including; insuring that each covered project meets the minimum required diversion level.

3.5.3 CART/BIN ROLL-OUT/SCOUT SERVICE

Cart roll-out service will be offered to all cart-serviced customers for an additional charge.

Contractor shall provide "Roll-Out" Services as requested by the Customer for an additional charge. Roll-Out Services shall include, but not be limited to moving manually or by a specialized "scout" truck the Bins or Carts from their storage location for Collection and returning the Bins or Carts to their storage location.

3.5.4 PRIVATE PROPERTY ACCESS & WAIVER FORM

The City currently provides services at locations accessible only by entry into private property such as private streets, driveways or to provide back-yard service. Prior to receiving service, all such customers are required to submit a signed Release of Liability form. The locations where entry through a private street may be required, the locations currently receiving back-yard service, and the Release of Liability form are provided in 7.10 Attachment J – Private Property Access & Waiver Forms.

3.5.5 RESIDENTIAL ROUTES/RE-ROUTING

If an alternative collection schedule is proposed and accepted by the City, the Contractor must bear the full costs associated with any necessary changes including, notification to Customers, and street sweeping coordination and signage changes.

3.5.6 ADDITIONAL COLLECTION SERVICE REQUIREMENTS

Contractor shall

- Establish an office within a reasonable distance from the City boundaries to provide customer service and accept payments, in addition to providing any other customer service and billing services systems necessary to fulfill its obligations.
- Provide public education to residents and businesses. A detailed description of Contractor's public education responsibilities is provided in Section 3.7 of this RFP and Article 6.03 of the Draft Agreement.
- Furnish all labor, supervision, collection vehicles, collection containers, other equipment, materials, supplies, and all other items and services necessary to perform its obligations.
- Obtain a City business license.
- Pay all expenses related to the provision of services including, but not limited to, taxes, regulatory fees, utilities, etc.
- Provide all services in a thorough, safe and professional manner.
- Comply with applicable laws, regulations and ordinances.

3.6 CUSTOMER RATE ARRANGEMENTS

This section provides a description of rate arrangements that will apply to all four service sectors.

3.6.1 SFD RATE ARRANGEMENTS

The City will maintain an SFD rate structure that includes an integrated fee for collection that covers refuse, recycling, green waste, bulky item, and Household Hazardous Waste. A single rate structure will be continued.

3.6.2 MFD & COMMERCIAL RATE ARRANGEMENTS

The City will maintain a rate structure that includes a fee for refuse collection based on container size and frequency. The City will establish separate rates based on container size and frequency for recycling and green waste collection services. Customers will be encouraged to participate in recycling and green waste collection and will be required to pay a fee for recycling and green waste collection services based on subscription levels.

3.6.3 CITY FACILITIES

City facilities will be provided all collection services at "no charge". It is expected that the cost of these services will be recovered via the Contractor's service fees charged to SFD, MFD and commercial customers.

3.7 PUBLIC EDUCATION

Contractor shall be responsible for ensuring that its customers consistently receive a high level of customer service and responsiveness. Contractor shall prepare an annual public education plan and

meet with the City to review the plan. The City and Contractor shall meet at least quarterly to discuss all outreach materials and implementation of the outreach strategy. Contractor is responsible for additional public education activities as specified below, and Contractor must disclose all costs associated with the activities in its cost proposal.

3.7.1 CITY OF WHITTIER RESPONSIBILITIES

The City of Whittier will review and approve the Contractor's implementation of the public education and outreach campaign. The public education and outreach strategy implementation schedule will be developed by the Contractor and reviewed and approved by the City.

3.7.2 CONTRACTOR'S RESPONSIBILITIES

The Contractor will fund all aspects of the new services kick-off and ongoing public education campaign. Contractor will be required to provide the following services:

- 1) Develop and distribute public education and outreach materials during roll-out of the new collection services program. This will entail developing and distributing program literature with delivery of new carts and bins to all customers at inception of the new program.
- 2) Distribution of ongoing public education to residential, commercial, and institutional generators with a broad focus on waste prevention, reuse, recycling, environmental purchasing preferences, hazardous waste, electronic waste, and universal waste management.
- 3) Develop the public education strategy and materials to support the roll-out of new or added collection services.
- 4) Distribute public education and outreach materials to new customers during the term of the Agreement.
- 5) Provide public education and promotional materials to MFD accounts at inception of the new program and during the term of the Agreement.
- 6) Deliver set-out correction notices during the term of the Agreement.
- 7) Assist with developing City event recycling plans to increase community recycling participation and increase diversion results. Staff a booth at city events and distribute promotional and educational materials, as requested by City Staff.
- 8) Obtain the City's review and approval of all materials and plans prior to printing or implementation.

Proposers must provide samples within their response of public education and outreach materials, which were used in other programs; particularly those related to single-stream recyclable materials collection programs. Proposer must plan on developing the following public education materials and include a budget (i.e., including all aspects of production and distribution costs) and detailed description of each:

- 1) Preparation and distribution of program literature with delivery of new carts and bins to all customers at inception of the new program.
- 2) Preparation and distribution of a newsletter for all single-family and multi-family residents at least four (4) times annually, including; information on annual holiday tree recycling, twice annual Household Hazardous Waste events, Bulky Waste services,

acceptable items for the Recycling Collection Program and other Recycling education content.

- 3) Preparation and distribution of an electronic newsletter for businesses and multi-family property managers, including information on AB 341 requirements.

Proposer must provide its proposed budget and schedule for all of the initial program roll-out activities and for annual ongoing public education and outreach materials and activities.

3.7.3 STAFFING

Contractor will be required to have a management level employee on staff to serve as the Public Education Coordinator. Proposer must include the following in its proposal:

- 1) The percentage of time the designated staff-person will be dedicated to serve as a liaison to the City for the planning, implementation, coordination, and review of all public education and outreach materials and efforts, as well as a list of all other municipalities/customers to whom this staff-person's time is allocated.
- 2) The person or persons responsible for developing public education strategies and preparing public education materials (if an outside consultant is to be used, identify the consultant and include a brief description of the consultant's qualifications and years of experience).

3.7.4 MEETING REQUIREMENTS

The Public Education Coordinator is required to meet quarterly, and more frequently if necessary, with City staff to review public outreach activities.

3.7.5 REPORTING REQUIREMENTS

Contractor is required to prepare monthly and annual public education activity status reports. The annual reports will, in part, summarize the prior 12 months and also contain adjustments to current and ongoing event calendars.

3.8 CUSTOMER SERVICE

Contractor is responsible for ensuring that all staff and customer service representatives maintain a professional and courteous demeanor. Contractor shall be responsible for all employee interactions with customers. Contractor is required to ensure that its customers are consistently treated courteously and are presented with timely, responsive and thorough solutions to problems and requests for information. City of Whittier and Contractor shall meet monthly to discuss compliance with the customer service standards denoted in the Agreement. To ensure that customers in the City of Whittier obtain competent, professional and courteous customer service, Proposer shall submit a Customer Service Operations Plan. The Customer Service Operations Plan shall include, at a minimum, the following sections:

1. Call Center Performance
2. Website Content and Utilization

3. Customer Information Systems
4. Staffing, Response Times and other Service Metrics
5. Commercial Customer Service

Proposer must provide a detailed description of each section of the Customer Service Operations Plan.

3.8.1 CUSTOMER SERVICE CALL CENTER

Contractor is required to operate a customer service call center that will serve as the primary telephone point of contact and information for all services. The customer service call center hotline is required to be staffed live during regular business hours (i.e., Monday through Friday 8:00 a.m. to 5:00 p.m. and Saturday 8:00 a.m. to noon). In addition, the customer service call center will offer bilingual customer service by employing customer service representatives with English- and Spanish-language capabilities.

Additional customer service call center standards are included in the Draft Agreement. Proposer must provide one (1) example and describe its experience with operating a customer service call center.

- 1) Describe where the customer service call center will be located; if the call center is new or existing; and if the calls for other operations will be handled by the same call center.
- 2) Identify the name, type of equipment, and software used to maintain customer service information.
- 3) Indicate if the system is a new system that the company has not used elsewhere; if the system is currently used on a company-wide basis; or if the system is used by the company for select jurisdictions. Identify for which jurisdictions the system is used by the company.

3.8.2 CALL CENTER STAFFING

Proposer shall identify the number of customer service representatives (CSRs), their job functions, and number of hours per week that will be devoted to customer service. Proposer must provide its rationale for the proposed staffing level. Describe the work schedule of the CSRs. Provide the number of CSR supervisory staff and describe their responsibilities. Proposer must describe its training strategy for CSRs and CSR supervisory staff.

3.8.3 WEBSITE

Contractor is required to maintain a website that will serve as the primary web-based point of contact and information for all services. Contractor will be required to update the website monthly, and more frequently if necessary. In addition, the website will be required to offer the ability to schedule services such as, but not limited to:

- On-line bill payment at no additional charge,
- On-call bulky items collection,
- Extra pick-ups,
- Service changes,

- Cancellations, etc., and
- The ability to document and resolve complaints.

Proposer must describe how the website will allow customers to submit inquiries or complaints, request new service or change in service, and request on-call clean-up services. In addition, proposer must explain if it plans to manage the website with in-house staff or if a subcontractor will be used. Proposer must disclose the subcontractor that will be used.

3.8.4 CUSTOMER INFORMATION SYSTEM REQUIREMENTS

Contractor is required to use a customer information system with software applications capable of documenting all correspondence between Contractor and customers, and any other applicable service or customer contact information. Proposer must also provide a description of the capabilities of the software system to create summary reports.

3.8.5 REPORTING

Describe how City of Whittier will have direct access to the following:

- 1) Customer service logs and reports
- 2) Customer service records
- 3) Although it not required to do so, explain if the Contractor is able to provide a direct interface with electronic customer service records through “read-only” terminal or website

Proposer shall provide a description of Contractor’s customer service goals and how customer service goals are measured with regard to the Call Center’s responsiveness, accuracy of responses, and quality of collection service. Identify specific performance goals or targets that are tracked.

3.8.6 COMPLAINT RESOLUTION

3.8.6.1 Communication

Explain how communications will occur between company’s operations with a minimum feedback loop between customer service, billing, collection operations, and recycling staff. Describe how the customer service information system interfaces with routing and billing systems.

3.8.6.2 Resolution Process

Explain the process for resolving complaints, specified time periods for resolving complaints, responsibility for resolving complaints, and final resolution. This description shall explain procedures to satisfactorily respond to, record, and report common customer complaints such as: missed pick-ups (i.e., both individual accounts and multiple accounts on whole blocks or along a section of a street); spills and litter resulting from collection; collection schedule changes; broken or missing containers; improperly prepared set-outs; noise complaints; traffic

and sidewalk obstruction during collection; and safety around collection vehicles during operations.

3.9 BILLING REQUIREMENTS

Contractor will provide billing services to all Customers for all service levels.

3.9.1 SUBMITTAL REQUIREMENTS

Proposers shall submit the following:

- 1) Sample customer billings and a listing of jurisdictions where proposer currently provides billing services, including a contact name and phone number.
- 2) Description of its procedures for dealing with customer service, with regard to customer billing demands, during the transition and throughout the term of the Agreement.

3.9.2 BILLING SERVICE REQUIREMENTS

The billing service requirements are summarized below.

- 1) Annual Billing Audits. The Contractor will be required to conduct billing audits of all customers every four years of the Agreement, with the City maintaining the right to engage a third party for an independent audit.
- 2) Access to Billing Records. The City or selected representatives shall be allowed access by Contractor to billing records in electronic format at any time, upon one business day notice.
- 3) Annual Rate Notification. Contractor must annually, within 60 days prior to the effective date of a rate change, prepare and distribute a notice to each customer setting forth the Contractor's rates, annual holiday schedule, recycling programs offered, and a general summary of services required to be provided and optional services that may be furnished by Contractor. Notice may be included with billings or may be included as part of the Contractor's public education plan described in Section 3.7.
- 4) Single-Family Billing. The Contractor will bill all SFD directly on a quarterly basis, in advance. All bills must carry a due date, not "due upon receipt." Bill must be itemized, but may not designate that portion of a customer's bill attributable to the franchise fee as a separate item. Customers may, on an individual basis, request annual payment schedules, and Collector will work in good faith with individual customers to reasonably satisfy such requests. Collector will have the right to bill and collect for its services in advance of the rendition of services but shall refund any unused portion equal to two months or more of the amount collected in the event of disruption, revision, or termination of the services, or when residential premises are vacant for at least a three-month period and prior written notice of such vacancy has been given to the Collector.
- 5) Single-Family Billing Discount. SFD, who apply and qualify for the Utility Users Tax Exemption (UUT Exemption Qualified Discount) in accordance with Whittier Municipal Code Section 3.24.110.A.2, shall be entitled to a discount on solid waste collection fees.
- 6) Multi-Family and Commercial Billing. Bills must be itemized by type of service, but may not designate that portion of a customer's bill attributable to the franchise fee as a separate line item. All bills must carry a due date, not "due upon receipt." Contractor

- will bill all customers directly on a monthly basis, 30 days in advance. To start service, new customers will pay a pro-rated first month's service in advance.
- 7) Roll-Off Box and Temporary Bin Customers. For individually serviced Customers who request roll-off box (including temporary bin) service, the Contractor will accept major credit cards for payment. Individually serviced customers who do not use credit cards may be required to post a security deposit or to pay on a "Cash on Delivery" (C.O.D.) basis. For all other roll-off box customers, the Contractor will invoice monthly or semi-monthly in arrears with payment due within 15 days from the invoice date.
 - 8) Delinquent Accounts. Once a payment is 30 days past due, Contractor must send to the Customer a notice that service will be suspended if payment is not made within an additional 30 days. Service may only be suspended after these minimum time periods and notice. City will not be responsible for or assist with the collection of delinquent accounts.
 - 9) Automated Billing Payment. Contractor shall make available to all Customers an automated billing and payment system at no additional charge. This system should be website based and allow customers to view and pay bills through Contractor's website. Through the Contractor's website, Customers may request to cease paper billing and receive all bills through e-mail and/or Contractor's website. Contractor will ensure that the electronic billing and payment website conforms to industry-standard practices for electronic commerce security. Contractor must ensure that these customers are compiled in a list to ensure that billing inserts are mailed directly. Contractor shall promote the website-based billing and payment system on all paper bills sent to Customers.
 - 10) Street Sweeping Billing. Contractor will bill for street sweeping service on behalf of the City and shall remit street sweeping fees on a quarterly basis.

3.10 SOLID WASTE DISPOSAL & DIVERSION PLAN

Proposers must include a Solid Waste Disposal and Diversion Plan that demonstrates the proposer's ability to arrange for the disposal of Solid Waste originating in Whittier for the term of the Agreement. The plan should specify facilities and fees for the processing and disposal of all materials collected in the city.

Proposers must specifically identify by name and location, each facility to be used for disposal of MSW, processing of residential recyclable materials, processing of commercial source-separated recyclable materials, processing and final disposition of organic waste, and Mixed MSW processing if applicable. In addition, the price per ton at each facility upon which the proposed rates proposed are based must be provided.

The plan must include a plan to deliver 350 tons per day to Savage Canyon Landfill; a City owned and operated landfill. It will not be required that all MSW delivered to Savage Canyon Landfill originate in the City of Whittier, however, during the term of the Agreement, the Contractor shall be subject to a put-or-pay provision to deliver 350 tons of MSW per day, Monday through Saturday, to Savage Canyon Landfill. The landfill does not have the capacity to accept transfer trailers; consequently, all deliveries must be by refuse collection vehicles.

3.11 CONSTRUCTION & DEMOLOITION DISPOSAL & DIVERSION PLAN

As of January 1, 2014, the City of Whittier adopted the new 2013 California Building Standards Code. These new codes are used by our plans examiners and building inspection staff to evaluate minimum standards proposed for and used in construction projects throughout the City. This new code series includes Part 11 California Green Building Standards Code which provides, among other requirements, for 50% diversion from all construction and demolition materials generated at a C&D site. Although the City does not at this time have a C&D ordinance in effect, the City may adopt such an ordinance to require a percentage diversion of all materials generated at C&D sites within the City limits. The new Authorized Contractor must demonstrate it possesses the capacity to provide for the requirements of the “Green Building” requirements and additional requirements as may be set by the City.

3.12 OFFER OF EMPLOYMENT

The contractor shall offer employment to displaced employees of the City’s Solid Waste Collection Operation. That offer of employment may be limited to the employees who successfully pass contractor’s pre-employment DMV background check and drug screening. On the commencement date of the agreement, contractor shall employ the City employees that accept the contractor’s employment offer and shall guarantee employment of such persons for a period of time that is proposed by the contractor and approved by the City, unless the contractor terminates an employee for cause. A list of the current employees is provided in 7.11 Attachment K – WSWC Fulltime Staff.

3.13 CITY OWNED EQUIPMENT

On the commencement date of the Agreement, the new Contractor shall purchase, own, and take possession of collection vehicles and containers including residential carts, front-load bins and compactors, and roll-off boxes, owned by the City. The list of Vehicles to be purchased by the new contractor is specified in 7.12 Attachment L – Vehicle Listing. The City shall leave the bins purchased by the contractor(s) at each customer’s service location. Contractor shall coordinate with the City to transition from City-provided carts to Hauler provided carts.

Although the Contractor is required to purchase, own, and take possession of the equipment previously owned by the City, the Contractor is not obligated to use such collection equipment to provide the collection services required by the Agreement. The Contractor may sell the collection equipment previously owned by the City or use such equipment to provide services in other jurisdictions.

Contractor may elect to use the bins previously owned by the City or to replace such bins. If Contractor chooses to replace containers, the Contractor shall remove the container previously owned by the City and reuse, recycle, or properly dispose of the container. If collection equipment is used anywhere other than the City of Whittier, all painting schemes and/or labeling identifying the City must be removed prior to use.

3.14 IMPLEMENTATION AND TRANSITION PLAN

Proposer shall provide a detailed implementation and transition plan describing their approach to facilitating a smooth transition for all the collection services. The plan must clearly describe the

company's ability to implement the services in accordance with the schedule presented in Table 1 – RFP Schedule of this RFP. This description should include, but not be limited to:

- 1) A timeline showing the duration and completion date of major milestone events such as vehicle purchase and testing; container purchase, assembly and distribution; personnel hiring and training; customer service and billing database development and implementation; administration; public education; local office and corporation yard acquisition and development (if necessary); etc.
- 2) Assumptions regarding the participation of City staff.
- 3) Expectation of cooperation with current Contractor(s) regarding routing, billing and other factors.
- 4) Identification of common problems that can occur in service initiation and strategies for preventing or managing such problems.
- 5) Procedure for residential and commercial customers to select container size(s) and service frequency.
- 6) Contingency plans for all aspects of implementation.

3.15 POTENTIAL COLLECTION IMPACTS

The City specifies neither the technology nor the fuel type, but requires that residential cart collection and commercial bin collection vehicles be fully compliant with South Coast Air Quality Management District (SCAQMD) requirements and California Air Resources Board (CARB) regulations throughout the term of the contract.

3.16 FEES AND COST RECOVERY CHARGES

3.16.1 FRANCHISE FEE

Contractor will pay Franchise Fees to the City each month equal to ten percent (10%) of actual Gross Receipts remitted by Residential Customers for Solid Waste Collection services and thirteen percent (13%) of actual Gross Receipts remitted by Commercial and Multi-Family Customers for Solid Waste Collection service.

3.16.2 CONTRACT MANAGEMENT AND ENFORCEMENT FEE

The Contractor will pay the City a Contract Management and Enforcement Fee each month equal to one percent (1%) of actual Gross Receipts remitted by Customers for Solid Waste Collection services provided in the Service Area. The City shall use the fee to offset expenses related to contract management, compliance, monitoring, and enforcement. Compliance audits may include verification of billing, fee payments, gross receipts, tonnage, cost components used in the rate adjustment formula, diversion rates and waste audits.

3.16.3 PROCUREMENT REIMBURSEMENT PAYMENT

The Contractor shall reimburse the City for its costs related to the procurement and negotiation of this Agreement in the amount of One Hundred Fifty Thousand dollars (\$150,000) within ten (10) Business Days of the City's execution of this Agreement.

3.16.4 SIGNING FEE

The Contractor shall propose and pay the City a signing fee within ten (10) Business Days of the City's execution of this Agreement.

3.16.5 RECYCLABLE MATERIALS PAYMENT

The Contractor shall propose Recyclable Materials Payment on dollars per each ton for each ton of Recyclable Materials Collected by Contractor and delivered to a Recyclable Materials Processing Site.

SECTION 4 – RFP POLICIES, CONDITIONS, AND PROCESS

4.1 RIGHTS RESERVED BY THE CITY OF WHITTIER

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

- Issue addenda and amend the RFP;
- Request additional information and/or clarification from proposer;
- Extend the deadline for submitting proposals;
- Allow for the timely correction of errors and/or waive deviations;
- Withdraw this RFP;
- Disqualify proposals that do not fully comply with the requirements detailed in this RFP, its attachments, addenda, or clarifications;
- Disqualify incomplete proposals; proposals containing errors, inconsistencies, false, inaccurate or misleading information; proposals submitted after the deadline; or proposals with other process or content errors or deficiencies;
- Reject all proposals;
- Amend the Draft Agreement;
- Amend the City’s Municipal Code;
- Determine whether proposers are qualified;
- Award a proposal based on a combination of its qualitative and quantitative attributes;
- Take other actions the City deems are in the best interest of the City, its residents and businesses;
- Negotiate changes in the services proposed and/or described in the RFP or to incorporate other programs.

4.2 GENERAL RFP AGREEMENTS

This RFP shall not be construed by any party as an agreement of any kind between the City of Whittier, Proposers, and other parties.

This RFP does not obligate the City of Whittier to accept any proposal, negotiate with any proposer, award an Agreement, or proceed with the development of any project or service described in response to this RFP. The City has no obligation to compensate any proposer for its expense of preparing its proposal and participating in this procurement process.

Please note that the City's procurement of Solid Waste and Recycling Franchise Services is not subject to State or local public bidding laws, and the City does not intend to cause the current RFP process to become subject to such public bidding laws or regulations.

Unless Proposer takes specific exception in accordance with the procedure set forth in Section 5.11, submission of a proposal shall constitute acknowledgment and acceptance of all the terms and conditions contained in this RFP and Draft Agreement including all addenda or amendments issued by the City of Whittier as per the schedule provided in this RFP. Submittal of a proposal signifies proposer's commitment to provide the proposed services if selected. In addition, all aspects, conditions and components of proposals submitted shall be valid for two years. Proposals may not be altered after submittal, except in response to the City's request for clarification.

The City 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 City, and its consultants, 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 proposer's facilities. In addition, the City, or its consultants, may research proposer's past performance by reviewing litigation history, regulatory actions, highway driving records, and recycling history. The proposer's submission of a proposal shall constitute an agreement to cooperate with the City's review.

4.3 CODE OF CONDUCT

4.3.1 CITY OF WHITTIER CODE OF CONDUCT POLICY

With the goal of conducting the RFP process with transparency and integrity, the City of Whittier has approved a Code of Conduct policy, included herein as 7.2 Attachment B – City of Whittier Code of Conduct. The Code of Conduct policy provides guidance to elected officials and staff regarding disclosure of ex parte communications with RFP "participants" and potential censure by the City if anyone covered under the policy accepts gifts and compensation from participants. The code of conduct policy defines "participants" as employees or agents of participants in this RFP process.

4.3.2 PROPOSER CODE OF CONDUCT

Proposer is required to sign the Proposer Code of Conduct, included herein as 7.3 Attachment C – Proposer’s Code of Conduct, which is similar in nature to the Code of Conduct adopted by the City of Whittier. The Code of Conduct for proposers: (i) prohibits ex parte communications with City Council members; (ii) prohibits giving any gift or monetary compensation to a City Official or City staff member or consultants; (iii) prohibits collusive activities with other potential proposers.

The City has the right to disqualify the proposer from this RFP process. The Code of Conduct shall be signed and submitted to the City with the company’s proposal in accordance with instructions provided in Section 5.14.1.

4.4 PROPOSAL SUBMITTAL PROCESS

Proposer shall follow the proposal submittal process as outlined below. Electronic version of the RFP and Draft Agreement will be provided to all Proposers.

4.4.1 FUTURE CORRESPONDENCE AND ANNOUNCEMENTS

An email address has been set-up specifically for communication regarding this RFP. Future correspondence or announcements related to this RFP will be distributed via e-mail. Participating Proposers must submit all correspondence via email to the following email address:

WhittierRFP@sloanvazquez.com

4.4.2 MANDATORY PRE-PROPOSAL CONFERENCE

The mandatory pre-proposal conference will be held in the City Council Chamber located at 13230 Penn Street, Whittier, CA 90602 on **June 16, 2015 at 9:00 A.M.**

Proposers are encouraged to prepare and pose questions at the pre-proposal meeting. Preliminary oral responses to questions will be provided at the discretion of the City staff at the pre-proposal meeting. Written responses to questions raised at the pre-proposal meeting will be distributed by July 23, 2015 or sooner. In the event of any inconsistencies between oral responses provided at the pre-proposal meeting and written responses subsequently issued, the written responses must be used for the purpose of preparing proposals.

4.4.2 SUBMISSION OF WRITTEN QUESTIONS

City directs proposer to submit all questions and requests for information in writing directly to Sloan Vazquez, LLC. The deadline for submitting written questions is July 10, 2015. Written responses to questions submitted in writing will be distributed by July 23, 2015.

EMAIL: **WhittierRFP@sloanvazquez.com**

4.4.4 PROPOSAL SUBMITTAL

Proposer shall submit one (1) bound, fully executed original, four (4) bound copies, and one (1) un-bound copy of the complete proposal [a total of six (6) documents]. In addition, a USB flash drive containing an electronic copy of the proposal in Microsoft Word and all completed proposal forms (i.e., those provided in 7.14 Attachment N – Price Proposal Forms), in Microsoft Word, Excel or PDF format for a PC, shall be submitted in a sealed package. Proposals must be printed on 8½” x 11” paper. All pages shall be consecutively numbered; although, each section may start with a new page number if proceeded with the section number (e.g., Page 2-1 for the first page of Section 2).

The package shall be clearly labeled:

PROPOSAL FOR CITY OF WHITTIER FOR THE PROVISION OF SOLID WASTE & RECYCLING
COLLECTION SERVICES

FROM:

Name of Proposer:

Address:

Contact Person:

Telephone Number:

Fax Number:

E-mail:

The proposal may be mailed or hand delivered to:

Kathryn Marshall, City Clerk

City of Whittier
13230 Penn Street
Whittier, CA 90602

All proposals must be received by **4:00 P.M.** local time on **July 28, 2015**. Proposals received after this time and date may be rejected. Postmarks will not be accepted as proof of receipt.

Each proposal must be accompanied by security made payable to the City of Whittier in the amount of one hundred thousand dollars (\$100,000) and in the form of a certified check, cashier’s check, or bid bond. The security shall be submitted within the sealed proposal package in a separate, clearly labeled envelope. The purpose of the security is to guarantee that the successful Contractor will execute an Agreement with the City. If the selected Contractor does not execute an Agreement within 30 calendar days after receiving notice of the award of Agreement, the City of Whittier shall keep the security to offset the potential cost associated with identification of an alternate service provider(s) and schedule delays. Checks and bonds will be returned to all proposers no later than ten (10) calendar days after the City has executed an Agreement with the successful Contractor.

4.4.5 CLARIFICATION OF PROPOSAL INFORMATION

Proposer may be asked to clarify information through written communications and interviews or during site visits of each proposer's offices, customer service center, corporation yard and maintenance facilities, and disposal, transfer, and processing facilities. The clarification process may be performed by City staff and/or their consultants.

4.4.6 PRESENTATION TO CITY OF WHITTIER

One or more proposers may be invited to present their proposals to the City Staff and its designated representatives. Invitations to make presentations will be based on evaluation of the proposals.

4.4.7 SCHEDULE

The schedule of events presented in this Section is summarized in Table 1 – RFP Schedule in *Section 1 - Introduction*.

4.4.8 PUBLIC RECORD

All correspondence with the City including responses to this RFP will become the exclusive property of the City and will become public records under the California Public Records Act (Cal. Government Code Section 6250 *et seq.*) All documents that are sent to the City will be subject to disclosure if requested by a member of the public. There are a very limited number of narrow exceptions to this disclosure requirement.

Therefore, any proposal which contains language purporting to render all or significant portions of their proposal "Confidential", "Trade Secret", "Proprietary", and fails to provide the exemption information required as described below will automatically be considered a public record in its entirety and shall be disclosed to the requesting party without further consideration or notice.

The City will not disclose any part of any proposal before it announces a recommendation for award, on the ground that there is a substantial public interest in not disclosing proposals during the evaluation and negotiation process. After the announcement of a recommended award, all proposals received in response to this RFP will be subject to public disclosure.

Proposers that hold that portions of their proposal are exempt from disclosure under the Public Records Act must mark the portions considered as such and state the specific provisions of the Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. Do not mark the entire proposal as "confidential". The City will attempt to maintain the confidentiality of documents so marked but will not guarantee to do so.

SECTION 5 – SUBMITTAL REQUIREMENTS

This Section includes the required proposal outline and a description of the specific information proposers must include. Proposer must provide the information specified in this section as part of its proposal. Failure to provide all the required information may be grounds for rejection of a proposal.

Proposer should not need to restate the service requirements listed in the RFP and the Draft Agreement in their proposal. However, proposer is requested to focus on describing how its 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 restating the discussion. For example, if SFD refuse and recyclable materials 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.

5.1 PROPOSAL OUTLINE

Proposer shall present its proposal in accordance with the outline provided in Table 20 – Proposal Outline. The RFP sections that specify information to be provided by proposer for each section of its proposal is included in Table 20 – Proposal Outline. Additional information or data relevant to the proposal is optional and must be included by proposer as proposal attachments.

Table 20 – Proposal Outline

		Reference RFP Section
i.	Title Page	N.A.
ii.	Cover Letter	5.2
iii.	Table of Contents	N.A.
ES	Executive Summary	5.3
1.	Company Qualifications & Experience	5.4
	A. Business Structure	5.4.1
	B. Collection Experience	5.4.2
	C. Service Initiation Experience	5.4.3
	D. Customer Service Experience	5.4.4
	E. Key Personnel	5.4.5
	F. Legal & Regulatory Disclosures	5.4.6
	G. Financial Information & Requirements	5.4.7
2.	Programs	5.7
	A. SFD, MFD, Commercial and City Services Program Description	5.5.1
	B. Implementation Plan	5.5.2
	C. Solid Waste Disposal & Diversion Plan	5.5.3
	D. Construction & Demolition Material Disposal & Diversion Plan	5.5.4
	E. Employment Plan	5.5.5
	F. City Owned Equipment Purchase & Use Plan	5.5.6
	G. Enhancements	5.5.7
3.	Exceptions to the Draft Agreement	5.6
4.	Price Proposal Forms	5.7
5.	Options	5.8
6.	Proposed Innovations	5.9
7.	Other Proposal Forms	5.10
	A. Code of Conduct	5.10.1
	B. Anti-Collusion Affidavit	5.10.2
	C. Proposed Liquidated Damages	5.10.3
8.	Additional Information	5.10.4

5.2 COVER LETTER

The cover letter shall clearly identify the legal entity or entities submitting the proposal and state whether each entity is a sole proprietorship, partnership, corporation, or joint venture. The cover letter shall be signed by the designated representative authorized to bind proposer. The cover letter must state that the proposer is ready, willing and able to perform the services as proposed. All proposers must acknowledge receipt of all addenda to the RFP as issued and distributed by Sloan Vazquez by listing each Addendum and date issued in the cover letter.

5.3 EXECUTIVE SUMMARY

Proposer shall provide an executive summary to introduce its proposal; present its strategy and costs; and highlight unique aspects of its approach to servicing the City of Whittier.

5.4 COMPANY QUALIFICATIONS & EXPERIENCE

5.4.1 BUSINESS STRUCTURE

Proposer shall include the following in its proposal:

1. Confirm that proposer is authorized to do business in California.
2. Identify the legal entity that would execute the Agreement. State whether each entity is a sole proprietorship, partnership, corporation, or joint venture. Describe in detail the relationship of the proposer to the executing entity. If the proposer is a joint venture, describe where the entities have collaborated before.
3. State the number of years the 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 and creditors owed a debt greater than 10% of the company's total assets.
4. 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.

5.4.2 COLLECTION EXPERIENCE

Proposer must describe its experience serving jurisdictions in California of similar or larger size and similar demographics to the City of Whittier). Proposer's description for each comparable jurisdiction shall include:

1. The name of the jurisdiction where the services were provided, commencement date of services and term of the agreement;
2. The service provided (e.g., solid waste collection, recyclable materials, green waste collection, and other unique collection programs such as those for e-waste, u-waste, or household hazardous waste);
3. The name, address, and telephone number of the jurisdiction representative responsible for administering the agreement; and,

4. The number of residential (i.e., specify SFD and MFD), commercial (i.e., specify cart, bin, roll-off and other) and City (or other) customers served; tons collected, diverted, and disposed; and type and number of vehicles dispatched per day for each of the services provided.

5.4.3 SERVICE INITIATION EXPERIENCE

The City is interested in learning about each proposer's experience with service initiations that are comparable in size and scope to the services described in this RFP, especially, the implementation of new collection services in which the proposer replaced the existing contractor. Include a minimum of three reference projects for which the proposer has initiated a new collection contract and/or new collection services. For each reference program, the description shall include:

1. The name of the jurisdiction where the services were provided and commencement date and term of the agreement;
2. The service initiation performed (i.e., initiation of a new collection agreement, implementation of single stream recyclables collection, implementation of automated collection, universal roll-out/distribution of recycling service to all multi-family and commercial accounts, and length of time to complete);
3. The name, address, and telephone number of the jurisdiction representative responsible for administering the agreement;
4. The number of residential and commercial customers served, tons collected, tons diverted, tons disposed, and type and number of vehicles dispatched per day for solid waste, recyclable materials, and organic material services;
5. Description of how the company handled the specific requirements for the procurement of vehicles and personnel; training of personnel; billing and fee collection services; determination of routes and operating procedures; delivery of containers; public education; and the preparation of procedures to ensure a smooth transition from one company to another and one type of service to another, use of recycled content carts; and,
6. Identification of problems that occurred during the initiation of the new contract and solutions implemented to solve the problem(s).

5.4.4 CUSTOMER SERVICE EXPERIENCE

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:

- 1) The name, type of equipment, and software used to maintain routing and customer service information.
- 2) Management procedures for managing inquiries and complaints and procedures used to minimize complaints (e.g., missed pick-ups, noise, spills, etc.).
- 3) Description of system capability and/or procedures to ensure timely accessibility of information by jurisdictions served.

- 4) Description as to whether individual call centers are established for each service area or if customer calls are handled by a centralized call center and identification of the location of call centers.
- 5) Indication as to whether the system is used company-wide or for select jurisdictions (listing which jurisdictions).
- 6) Description of how the customer service information interfaces with route data and billing data.
- 7) 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; noise complaints; traffic and sidewalk obstruction during collection; and, safety around collection vehicles during operations.
- 8) Description of how the company measures customer service with regard to the call center's responsiveness and accuracy of responses, as well as the quality of collection service. Identify specific performance metrics or targets your company tracks. Provide actual reports for at least three jurisdictions that document the actual performance level against your targets including, at a minimum, average hold times of the customer service call center and missed pick-ups.
- 9) 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.

5.4.5 KEY PERSONNEL

Provide an organization 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 Agreement.

Specify the amount of time each individual will be dedicated to provide the services specified in the 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 chief executive officer (CEO) or president, chief financial officer (CFO), general manager, operations manager, customer service manager, maintenance manager, and public education coordinator. If specific individuals have not been identified for one or more positions, provide the job description and hiring criteria that will be used to select the individual.

5.4.6 LEGAL AND REGULATORY DISCLOSURES

- 1) Criminal Proceedings. Describe any criminal proceedings in which 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.
- 2) 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, or settlements, of less than \$10,000, need not be disclosed.

- 3) 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, the California Integrated Waste Management Board, the California Department of Motor Vehicles, the California Department of Industrial Relations, the State Waste Resources Control Board or any regional water quality control board) 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.
- 4) Payment of Liquidated Damages. List each jurisdiction (e.g., city, county, special district, or JPA) which 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.
- 5) Work 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 worker's compensation insurance ratios.
- 6) Customer Service. For the proposer, and any affiliate of the proposer, provide information detailing deficiencies in compliance with contractually stipulated customer service requirements for the past five (5) years. The information shall include a description of the areas of customer service that were not complied with, the duration and scope of the non-compliance, and how the Contractor addressed and/or resolved the problems.

Proposers may limit information requested in Items 2 through 6 to civil lawsuits, administrative proceedings, worker safety records, and customer service deficiencies to those arising out of the proposer's (and its affiliates') operations and facilities in the Counties of Imperial, Kern, Los Angeles, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara and Ventura.

5.4.7 FINANCIAL INFORMATION AND REQUIREMENTS

- 1) Financial Statements. Submit financial statements for the most-recently completed fiscal year for the legal entities that would execute the Agreement described in 7.1 Attachment A – Draft Agreement. 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 include a statement by the chief financial officer of the entity described in 7.1 Attachment A – Draft Agreement 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.

- 2) Financing Plan. Describe the plan for financing all capital requirements (i.e., those listed on the Price Proposal 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.). Attach supporting documents (e.g., commitment letters from banks or leasing companies) that demonstrate your ability to implement the financing plan. The names and contact information for the listed lenders shall be provided.
- 3) Surety. Each proposal must be accompanied by surety made payable to the City of Whittier in the amount of \$100,000 and in the form of a certified check, cashier's check, or bid bond.
- 4) Performance Bond. Demonstrated ability to secure a \$1,000,000 performance bond.

5.5 PROPOSED PROGRAMS

5.5.1 SFD, MFD, COMMERCIAL AND CITY SERVICES PROGRAM DESCRIPTION

Proposer shall describe how it plans to perform the collection services requested in Section 3 of this RFP and described in the Draft Agreement. Information must separately address all four service sectors: **Single Family Dwelling, Multi-Family Dwelling, Commercial, and City Services**. 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 was chosen.

Proposer shall include, at a minimum, the following information:

- 1) Routing strategy and productivity assumptions for SFD, MFD and commercial; discussion of route productivity assumptions (in terms of single-family accounts per route per day and commercial lifts per route per day). Collection routes shall be designed and times for collection established in a manner which minimizes problems of traffic, noise, air pollution, wear and tear on public streets, or other problems having the potential to adversely affect public health, safety or the environment.
- 2) Collection methodology (e.g., automated, semi-automated, one- or two-person crews, etc.)
- 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 and commercial collection services. New or used vehicles may be used for on-call clean-up services, roll-off box service, and support vehicles.**
- 4) Manufacturer's specifications of containers to be utilized. **New Carts shall be provided for SFDs and new or newly reconditioned containers may be provided for multi-family and commercial customers.** Container requirements are described in Section 7.06 of the Draft Agreement. Proposer shall supply complete technical data on the specific cart being used. The data should include manufacturing specifications. Proposer must also provide a user's list of other jurisdictions that used the same make and model of cart. The City or their designee may use this information as a reference list regarding the quality of products and service records of the manufacturer.

5.5.2 IMPLEMENTATION AND TRANSITION PLAN

Proposer shall describe its Implementation and Transition Plan as required in Section 3.14.

5.5.3 SOLID WASTE DISPOSAL AND DIVERSION PLAN

Proposer shall describe its Solid Waste Disposal and Diversion Plan as required in Section 3.10
Solid Waste Disposal & Diversion Plan

5.5.4 CONSTRUCTION AND DEMOLITION MATERIAL DISPOSAL AND DIVERSION PLAN

Proposer shall describe its Construction and Demolition Disposal and Diversion Plan as required in Section 3.11.

5.5.5 OFFER OF EMPLOYMENT

Proposer shall describe its plan to offer employment to displaced employees of the City's Solid Waste Collection Operation as required in Section 3.12.

5.5.6 CITY OWNED EQUIPMENT

Proposer shall describe its plan to purchase and take possession of collection equipment including collection vehicles and containers owned by the City as required in Section 3.13.

5.5.7 ENHANCEMENTS

Proposer shall describe enhancements included, if any, in its proposal. Enhancements shall be services or other offerings of value to the City of Whittier, its residents and businesses that are not required by this RFP and which are offered **at no additional charge**.

5.6 EXCEPTIONS TO THE DRAFT AGREEMENT

To provide proposer with a clear understanding of the roles, responsibilities, rights, and obligations of the Contractor and the City of Whittier, the proposed Agreement has been prepared and is included as 7.1 Attachment A – Draft Agreement. Proposer is required to review the Draft 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 City expects the Draft Agreement will be executed by the selected Contractor in substantially the same form as presented in 7.1 Attachment A – Draft Agreement. Proposer must describe in detail any proposed exceptions to the RFP. For each RFP exception noted, proposer shall provide alternative language for consideration by the City. The City shall reserve the right to determine if the exceptions are reasonable.

If the City chooses to enter into negotiations with a proposer, the noted comments and recommended alternative Agreement language will serve as a starting point for discussion. Proposer will be deemed to have accepted and agreed to any provisions of the RFP and/or proposed terms and conditions of the Draft Agreement, which have not been noted as exceptions in the proposal. With this understanding,

the selected Contractor may not initiate discussion related to Draft Agreement language for which no exceptions were noted.

5.7 PRICE PROPOSAL

Please complete and submit both paper and electronic copies of the Price Proposal Forms, included as 7.14 Attachment N – Price Proposal Forms, and available electronically.

5.8 OPTIONS

Proposer shall describe Options offered, if any, in its proposal. Options shall be services or other offerings of value to the City of Whittier, its residents and businesses that are not required by this RFP and **offered at an additional charge**.

5.9 PROPOSED INNOVATIONS

Proposers are encouraged to submit one or more proposals for service innovations, or cost-saving approaches. For each proposal for innovative and/or cost saving services, proposers are asked to provide a thorough description of its plans for the program, including, but not limited to, the following:

- The type and number of customers that would be targeted and basis for estimated tonnage levels and customer participation levels;
- Collection methodology, including discussion of special methods for collecting in hard-to-service areas such as narrow streets, courts, and alleys;
- Equipment to be utilized (e.g., equipment/vehicle description, number, types, cost, capacity, age, etc.). Describe plans for equipment replacements through the maximum term of the future franchise agreement;
- Transfer and processing facilities;
- Marketing strategy and markets;
- The benefits of the proposed service, and potential challenges related to the service and strategies for managing such changes; and,
- Communities where this program has been successfully implemented by proposer or others.

If innovative or cost-saving proposals are presented and result in a significantly different cost than the basic services requested under this RFP, proposer shall follow the cost proposal requirements specified in Section 5.7 and submit a separate set of cost forms for each alternative proposal described. If base service includes innovations that do not change the cost of the service, there is no need to submit a separate set of cost and rate forms.

5.10 OTHER PROPOSAL FORMS

5.10.1 CODE OF CONDUCT

Each proposer shall submit the Proposer’s Code of Conduct, signed and notarized (see 7.3 Attachment C – Proposer’s Code of Conduct. The Code of Conduct shall be signed by the designated representative authorized to bind the proposing company as documented on the Secretary’s Certificate. Proposers interested in participating in procurement process must submit the Code of Conduct, signed and notarized, to Sloan Vazquez, LLC. The RFP will be distributed to each proposer upon receipt of their executed Code of Conduct form. The Code of Conduct form may be emailed to Sloan Vazquez, LLC and must be received no later than June 5, 2015. The original form must be mailed to Sloan Vazquez, LLC. Please note a special email address has been set-up for all correspondence related to this procurement process.

Sloan Vazquez, LLC
18006 Skypark Circle, Suite 205
Irvine, CA 92614

Email: WhittierRFP@sloanvazquez.com

5.10.2 ANTI-COLLUSION AFFIDAVIT

Each proposer shall submit the Anti-Collusion Affidavit, signed and notarized (see 7.4 Attachment D – Anti-Collusion Affidavit.) The Anti-Collusion Affidavit shall be signed by the designated representative authorized to bind the proposing company as documented on the Secretary’s Certificate and must be submitted with the proposal.

5.10.3 PROPOSED LIQUIDATED DAMAGES

Each proposer shall complete and submit liquidated damages proposal using the form 7.14.11 provided in 7.14 Attachment N – Price Proposal Forms.

5.11 ADDITIONAL INFORMATION

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

SECTION 6 – PROPOSAL EVALUATION PROCESS

This section describes the proposed process for evaluating proposals and selecting the Contractor(s). Section 6.1 describes the parties that will be involved in the evaluation process including those that will make contract award recommendations for final approval by the City. Section 6.2 presents the evaluation criteria. Note that the City of Whittier reserves the right to modify this process in any way and at any time during the RFP and Contractor selection process.

6.1 PROPOSAL EVALUATION PROCESS

6.1.1 EVALUATION & SELECTION PROCESS

Sloan Vazquez, LLC will conduct a detailed evaluation of the proposals, request additional data, rank proposals, and provide comparative descriptions of the proposals. Sloan Vazquez will then manage the evaluation process and assemble the findings into a final report with a recommendation for the contract award.

The City Council will review the report and recommendation and take appropriate action.

6.1.2 EVALUATION STEPS

As described above, Sloan Vazquez will facilitate the evaluation process and provide technical support to the City Council. Sloan Vazquez will conduct the following tasks:

- Review all proposals received for compliance
- Prepare a comparative summary of proposals
- Rate proposals using a quantitative method based on the criteria presented in Section 6.2
- Analyze financial capabilities of companies
- Conduct reference checks
- Evaluate reasonableness and competitiveness of cost proposals
- Request clarification information from the proposer
- Attend and participate in the proposer interviews and site visits
- Rank proposals
- Provide further assistance to the City Manager and City Council as requested
- Finalize the proposal scores and rankings and form a recommendation for contract award

During the process, proposer may be required to attend interviews, allow site visits, and give presentations to the City of Whittier, if requested.

6.2 EVALUATION CRITERIA

Proposals will be evaluated, scored, and ranked using the criteria and weighting described in this section. The scores assigned will reflect the extent to which criteria is fulfilled relative to other proposals.

The evaluation criteria and percentage weight attributable to each evaluation criterion is presented in Table 21 – Evaluation Criteria & Maximum Evaluation Score.

Table 21 – Evaluation Criteria & Maximum Evaluation Score

Criteria	Maximum Evaluation Score
Responsiveness to RFP	Pass/Fail
Experience	12.5%
Customer Service	25%
Programs	25%
Price Proposal	30%
Enhancements	7.5%
Legal and Regulatory Disclosures	Noted
Financial Information and Requirements	Noted
Materiality of Exceptions to Draft Agreement	Noted
Options	Noted

The City of Whittier reserves the right to act in the best interest of its residents and businesses, including the right to reject a proposal that is given the highest quantitative scoring in the evaluation process if the proposal is not in the best interest of residents and businesses.

SECTION 7 – ATTACHMENTS

- 7.1 ATTACHMENT A – DRAFT AGREEMENT**
- 7.2 ATTACHMENT B – CITY OF WHITTIER CODE OF CONDUCT**
- 7.3 ATTACHMENT C – PROPOSER’S CODE OF CONDUCT**
- 7.4 ATTACHMENT D – ANTI-COLLUSION AFFIDAVIT**
- 7.5 ATTACHMENT E – REFUSE COLLECTION ZONES MAP**
- 7.6 ATTACHMENT F – REFUSE COLLECTION FEES ORDINANCE 3021**
- 7.7 ATTACHMENT G – ALLEY LIST & MAP**
- 7.8 ATTACHMENT H – SHARED COMPACTORS**
- 7.9 ATTACHMENT I – CITY FACILITIES**
- 7.10 ATTACHMENT J – PRIVATE PROPERTY ACCESS & WAIVER FORMS**
- 7.11 ATTACHMENT K – WSWC FULLTIME STAFF**
- 7.12 ATTACHMENT L – VEHICLE LISTING**
- 7.13 ATTACHMENT M – BUS STOP & PUBLIC CONTAINERS**
- 7.14 ATTACHMENT N – PRICE PROPOSAL FORMS**