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Request for Proposals (RFP) for Organic Materials Processing Services

RFP Circulation Date:

Wednesday, May 31, 2017

Mandatory Pre-Proposal Conference:

Wednesday, June 28, 2017 at 11:30 a.m. PDT

Proposal Submission Deadline:

Wednesday, August 16, 2017 at 11:00 a.m. PDT

Sonoma County Waste Management Agency
Patrick Carter, Executive Director
2300 County Center Dr., B-100, Santa Rosa, CA 95403

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88 **1 INTRODUCTION TO RFP DOCUMENTS**

89 **1.1. RFP Release**

90 This Request for Proposals ("RFP") for Organic Materials Processing Services is being issued by the
91 Sonoma County Waste Management Agency ("the SCWMA"). The SCWMA is soliciting proposals
92 from entities ("Proposer(s)") with demonstrated experience and qualifications in owning and
93 operating organics processing facilities, accepting organic material, and processing and diverting
94 such material as required in this RFP.

95 Sealed proposals for the provision of Organic Materials Processing Services will be accepted by
96 the SCWMA at 2300 County Center Drive, Suite B-100, Santa Rosa, CA 95403.

97 The specific requirements of the SCWMA's requested services are contained within the definitions
98 and body of the Agreement for Organic Materials Processing Services (Agreement), a draft of
99 which is included with this RFP as Attachments A and B. Prospective Proposers must examine the
100 Agreements in their entirety to ensure an understanding of the services being requested herein.
101 Any ambiguities or inconsistencies must be brought to the attention of the SCWMA in writing as
102 soon as possible.

103 In accordance with the Americans with Disabilities Act, persons needing assistance to participate
104 in this proceeding should contact the SCWMA, 707-565-3788 or [thora.collard@sonoma-](mailto:thora.collard@sonoma-county.org)
105 [county.org](http://www.sonomacounty.org), at least 48 hours prior to any meetings.

106 Proposers should be aware that the SCWMA's intent is for the delivery of organic material as soon
107 as possible, and as early as March 2018.

108 The RFP will be available beginning Wednesday, May 31, 2017 at the SCWMA
109 website: www.recyclenow.org/agency/request_for_proposals.asp.

110 Before submitting a proposal, each Proposer shall make all investigations and examinations
111 necessary to ascertain all conditions and requirements affecting the full performance of the
112 Agreement and to verify any representations made by the SCWMA. If the Proposer receives an
113 award as a result of its proposal submission, failure to have made such investigations and
114 examinations will in no way relieve the firm from its obligation to comply in every detail with all
115 provisions and requirements of Agreement, nor will a plea of ignorance of such conditions and
116 requirements be accepted as a basis for any claim whatsoever by the firm for additional
117 compensation.

118 Any questions regarding the availability of the RFP or technical questions regarding the RFP must
119 be directed in writing by either email or mail to:

120 Patrick Carter
121 Executive Director, Sonoma County Waste Management Agency
122 2300 County Center Dr., B-100, Santa Rosa, CA 95403
123 Patrick.Carter@sonoma-county.org

124 All questions must be submitted in writing and in accordance with the schedule put forth in
125 Section 1.3 of this RFP.

126 An RFP response will be deemed non-responsive and not considered unless accompanied by a
127 Proposal Bond in the amount of Twenty-Five Thousand Dollars (\$25,000). Additional information
128 on payments to the SCWMA can be found in Sections 2.5 and 3.11 of this RFP.

129 The SCWMA’s intent is to secure Organic Materials Processing Services in the most effective and
130 economical manner and therefore it will make the provider selection based on which Proposer(s)
131 best fulfills the requirements and provides the best value to the SCWMA, its Member Agencies,
132 and their residents and businesses. The SCWMA reserves the right to reject any and all responses
133 to this RFP without any cause whatsoever.

134 1.2. Mandatory Pre-Proposal Conference

135 A MANDATORY pre-proposal conference is scheduled to be held on Wednesday, June 28, 2017
136 beginning at 11:30 a.m. PDT at **2550 Ventura Avenue, Santa Rosa, CA 95403**. Proposers needing
137 travel directions may call **(707) 565-3788**.

138 Attendance by a representative of each Proposer at the MANDATORY pre-proposal meeting is a
139 requirement in order to be responsive to this RFP. No proposals will be accepted from a Proposer
140 that does not attend the MANDATORY pre-proposal meeting.

141 1.3. Procurement Schedule

142 The SCWMA plans to adhere to the following procurement schedule to the extent possible.
143 Changes to the procurement schedule shall be at the sole option of the SCWMA. Table 1 below
144 provides the major milestones of this RFP process.

TABLE 1: PROCUREMENT SCHEDULE	
RFP Released	Wednesday, May 31, 2017
Mandatory Pre-Proposal Conference	Wednesday, June 28, 2017 at 11:30 a.m. PDT
Last Day to Submit Questions	Wednesday, July 26, 2017 by 11:00 a.m. PDT
Proposals Due	Wednesday, August 16, 2017 by 11:00 a.m. PDT
Interview Qualified Proposers	September 18 – 22, 2017 (Tentative)
Site Visits (as needed)	October 9 – 13, 2017 (Tentative)
Recommendations to the SCWMA Board for Award	November 21, 2017 (Tentative)
The SCWMA Board Award of Agreement	December 2017 (Tentative)
Start Processing Services	March 2018

145 1.4. Procurement Goals/Summary of Intent

146 The SCWMA manages the franchised and self-hauled organic materials deposited at the five
147 County of Sonoma-owned transfer stations, and has arranged for several short-term processing
148 agreements with existing facilities. The SCWMA’s role with successful Proposers to this RFP
149 process will be to provide a committed flow of Organic Materials to Organic Materials Processing
150 Facilities, manage the Agreements for Organic Materials Processing Services, collect revenues
151 from County-owned facilities and/or franchised haulers, and pay the per ton rates for Organics
152 Processing Services for tons of SCWMA Organic Materials delivered to selected facilities.

153 The selected Proposer(s) would be paid a per ton rate that is set by through an agreement with
154 the SCWMA, in exchange for siting, owning, building, and managing the facility, as well as

155 processing the organic materials, and marketing the any finished products produced. Proposers
156 are responsible for all matters related to siting, permitting, owning and operating the Organic
157 Materials Processing Facilities, as well as for the processing of all delivered SCWMA Organic
158 Materials, and the disposal of all residuals in the County landfill system. Proposers are responsible
159 for all environmental regulations and will accept all responsibilities and liabilities of siting,
160 permitting, owning and operating their Facilities.

161 The SCWMA views the organic materials waste stream as a resource, and not as a waste
162 management problem. The SCWMA has adopted the following goals to guide this procurement
163 process:

- 164 ▪ Process and divert SCWMA Organic Materials at specific per ton dollar rates, for a
165 specific contract duration, and with minimum/maximum available tonnage capacity;
- 166 ▪ Divert Organic Materials in a manner that guarantees diversion credit under the
167 requirements of AB 939 and AB 1594. Material must be processed for diversion from
168 landfill disposal and is not to be used as Alternative Daily Cover (ADC) at a landfill;
- 169 ▪ Provide Sonoma County consumers a source of high-quality soil amendments and
170 mulches;
- 171 ▪ Provide access during reasonable times for the delivery of material from collection
172 routes and/or transfer stations;
- 173 ▪ Report the amount of incoming, outgoing, and on-site material monthly, in addition
174 to other reporting requirements detailed in Section 3.9 of this RFP;
- 175 ▪ Be responsive to the needs of the SCWMA and Member Agencies;
- 176 ▪ Maintain full compliance with all local, state and federal regulations and permitting
177 requirements;
- 178 ▪ Secure organic processing capacity for yard/green waste (with comingled residential
179 food scraps), wood waste, commercial food scraps,¹ and compostable food ware (full
180 list available in Section 3.3 of this RFP);
- 181 ▪ Provide a high level of service for the SCWMA’s residents and businesses;
- 182 ▪ Increase diversion and reduce disposal through the use of innovative techniques;
- 183 ▪ Provide cost-effective, efficient, and environmentally friendly processing methods;
- 184 ▪ Provide insurance and indemnification, including CEQA indemnification;
- 185 ▪ Implement environmentally progressive diversion programs that meet AB 939, AB
186 1826, AB 1383 and AB 1594 requirements and address achievement of the State’s
187 75% diversion goal and the SCWMA diversion goal of 70%; and

188 The SCWMA’s intent with the services provided as part of this RFP and the Draft Agreement is to
189 continue to provide the community with the appropriate level of service, at the highest quality,
190 and at the best price.

¹ Commercial food scraps are currently handled by Republic Services through their Master Operating Agreement with the County of Sonoma. The SCWMA does not control the flow of this material, but Republic Services may consider the use of alternative facilities. See Section 3.2 of this RFP.

191 The specifications contained within this RFP are designed to establish an effective, efficient,
192 uniform, and safe system of processing organic materials. To this end, the SCWMA has tried to
193 provide as much information as possible to all prospective Proposers in this RFP to allow them to
194 properly prepare their responses and compute fair and reasonable compensation and rate
195 quotes. However, it is the sole responsibility of the Proposer to calculate the per ton rates for
196 processing Organic Materials quoted in the applicable set of Rate Proposal Forms provided in
197 Section 6 (Attachment C) of this RFP document.

198 SCWMA's intent is to secure Organic Materials Processing Services, but not to the exclusion of
199 Proposers providing services to other non-SCWMA entities. However, in the event that Proposers
200 provide organic materials processing services to other non-SCWMA entities, for long-term
201 agreements (not short-term), the per ton rates charged to non-SCWMA entities cannot be lower
202 than those charged to the SCWMA for the same Organic Material Category, annual tonnage
203 amounts and contamination levels.

204 **2 BACKGROUND INFORMATION**

205 **2.1 Introduction**

206 The purpose of this section of the RFP documents is to familiarize prospective Proposers with the
207 SCWMA, Sonoma County, current collection and processing/disposal arrangements, and
208 proposed processing services.

- 209 ▪ Attachment A: Draft Agreement for Short-Term Organic Materials Processing
210 Services;
- 211 ▪ Attachment B: Draft Agreement for Long-Term Organic Materials Processing Services;
- 212 ▪ Attachment C: RFP Section 6 Forms, Word Format;
- 213 ▪ Attachment D: RFP Section 6 Form F, Excel Format;
- 214 ▪ Attachment E: Letter from City of Santa Rosa Regarding Potential Site for Organic
215 Waste Processing Facility;
- 216 ▪ Attachment F: SCWMA Amended and Restated Joint Exercise of Powers Agreement
217 for the Sonoma County Waste Management Agency;
- 218 ▪ Attachment G: Community Engagement Survey Responses;
- 219 ▪ Attachment H: The AGREEMENT FOR OPERATION OF THE CENTRAL LANDFILL AND
220 COUNTRY TRANSFER STATIONS BETWEEN COUNTY OF SONOMA AND REPUBLIC
221 SERVICES OF SONOMA COUNTY, INC., as executed on April 23, 2013.

222 Any term that is capitalized in this section is specifically defined in the Agreement (Attachments
223 A and B), and the meaning of such term is solely as defined therein. ***Each Proposer must fully***
224 ***review the Draft Agreements that are attached to this RFP and available online at***
225 ***www.recyclenow.org/agency/request_for_proposals.asp***.

226 This RFP has been developed through extensive community engagement including a survey
227 conducted electronically with nearly 300 responses (detailed in Attachment G), the acceptance of
228 public comments via electronic mail, and two public meetings. The results of this engagement
229 process have dictated the terms and conditions of this RFP and the evaluation criteria for this
230 process.

231 **2.2 The SCWMA**

232 The Sonoma County Waste Management Agency (SCWMA) is a Joint Powers Authority formed in
233 1992 and comprised of ten Member Agencies including Cloverdale, Cotati, Healdsburg, Petaluma,
234 Rohnert Park, Santa Rosa, Sebastopol, Sonoma, Windsor, and the County of Sonoma (see
235 Attachment F for JPA Agreement). SCWMA operates under a Joint Exercise of Powers Agreement.
236 SCWMA provides cost-effective outreach and education, planning and reporting, and household
237 hazardous waste (HHW) disposal to Member Agencies with the ultimate goal of meeting and
238 exceeding a minimum of 50 percent diversion as mandated by California State Law, AB 939.

239 Currently, the SCWMA also provides for the transport and processing of approximately 66,000
240 tons of curbside Organic Materials (yard/green waste and residential food scraps) collected
241 annually by franchised solid waste haulers and hauled to County transfer stations, from which the

242 waste is currently out-hauled to four out-of-County compost facilities under contract with
243 SCWMA.²

244 Member Agencies will decide individually whether to continue directing Organic Materials
245 through SCWMA, through sub-regional arrangements with haulers and organics processors, or
246 through their franchised haulers.

247 All proposed Organic Materials Processing Facilities must meet all local, state, and federal
248 environmental protection rules, regulations and laws, air and water quality permits, and can
249 process Organic Materials that results in residue no greater than ten percent (10%) by weight.
250 Site visits may be conducted as part of the proposal evaluation process.

251 2.3 Flow of Organic Material

252 The SCWMA intends to establish flow control commitments via written agreement with
253 participating Member Agencies prior to execution of any Agreements resulting from this RFP
254 process. All SCWMA Member Agencies have submitted Letters of Interest in committing flow of
255 Organic Materials to the SCWMA. Member Agencies that execute flow control agreements with
256 the SCWMA would be required to commit all tons of franchised Organic Materials to the SCWMA
257 for the maximum duration of any Agreements resulting from this RFP Process; SCWMA will direct
258 committed tons of Organic Materials to Organic Materials Processing Facilities in accordance with
259 the terms and conditions of the individual Agreements.

260 2.4 Organic Material Tonnages

261 SCWMA is interested in Organic Materials Processing Services options for yard/green waste (with
262 comingled residential food scraps as well as compostable food ware), wood waste, and
263 commercial food scraps.³

264 All Member Agencies in the SCWMA have expressed interest in the potential of committing flow
265 for the purposes of securing organics processing capacity to the SCWMA, which would then
266 arrange for delivery of these materials.

267 Table 2 (next page) details the amount of green and wood waste collected by franchised haulers,
268 delivered to County transfer stations, and out-hauled to Organic Materials Processing Facilities
269 from each Member Agency in 2016. Table 2 also provides self-haul tons that are delivered to
270 County transfer stations. Flow control over the self-haul tons does not rest with SCWMA and these
271 tons will not be committed as a part of any Agreements that result from this RFP process.
272 However, these tons may be available for Organic Materials Processing Facilities to capture
273 independent from SCWMA involvement.

274

² Not including the City of Petaluma, whose franchised solid waste hauler direct-hauls Organic Materials to Redwood Landfill's compost facility, totaling 11,130 tons in 2016.

³ Commercial food scraps are currently handled by Republic Services through their Master Operating Agreement with the County of Sonoma. The SCWMA does not control the flow of this material, but Republic Services may consider the use of alternative facilities from the information provided in this RFI. See Section 2.6 of this RFP.

Table 2: 2016 Green and Wood Waste Tonnages			
Member Agency	Franchised	Self-Haul	
	Tons of Green Waste (including comingled residential food scraps)	Tons of Wood Waste	Tons of Green Waste
Cloverdale	1,528	85	109
Cotati	1,117	84	218
Healdsburg	2,513	411	817
Petaluma (Self-haul only)	0	443	1,973
Rohnert Park	5,713	97	188
Santa Rosa *	25,654	943	2,851
Sebastopol	1,791	141	227
Sonoma *	258	907	542
Windsor	4,918	195	270
Unincorporated County of Sonoma	23,078	1,135	2,808

275 *Figures for Santa Rosa and Sonoma have been estimated based on the proportion of self-
276 hauled green waste in the other jurisdictions.

277 Table 3 below details the amount of garbage collected by franchised haulers and delivered to the
278 County Landfill from each Member Agency in 2016. The percentage of Organic Materials is
279 estimated based on a waste composition study conducted in 2014, and used to calculate the
280 estimated tons of Organic Materials remaining in the garbage stream.⁴

Table 3: 2016 Garbage Tonnages and Estimated Uncaptured Material Remaining					
Member Agency	Tons of Garbage	Estimate of Uncaptured Material Remaining			
		Green/Yard Waste	Residential Food Scraps	Commercial Food Scraps	Other Organics (Textiles, Manure, Composite)
Cloverdale	5,693	207	381	542	412
Cotati	5,742	209	384	547	416
Healdsburg	13,900	505	930	1,323	1,006
Petaluma	10,325	375	691	983	747
Rohnert Park	27,707	1,007	1,854	2,637	2,006
Santa Rosa	105,292	3,827	7,045	10,023	7,622
Sebastopol	9,922	361	664	944	718
Sonoma	18,932	688	1,267	1,802	1,371
Windsor	13,793	501	923	1,313	999
Unincorporated County of Sonoma	78,998	2,871	5,286	7,520	5,719

281 While a selected Proposer will not necessarily have an Agreement that encompasses all tons
282 available in the County, the number of tons proposed to be accepted at any facility will not have
283 a minimum amount of flow commitment (no “put or pay” provisions).

284 2.5 Sonoma County or SCWMA Fees

285 SCWMA and the County of Sonoma currently assess solid waste fees on solid waste materials that
286 are transferred or disposed of using Sonoma County solid waste facilities.

287 The current 2017 SCWMA fees are \$4.85 per ton and are collected on all tons of solid waste
288 disposed of or transferred at County facilities (including Organic Materials). The current 2017
289 Sonoma County fees include the Committed City Concession Fee of \$14.25 (\$10.25 for County),

⁴ Organic material was 30.7% of the disposal waste stream in the SCWMA-commissioned 2014 Waste Characterization Study. Additional detail, including percentages of specific waste types, can be found at http://www.recyclenow.org/pdf/sonoma_county_waste_characterization_study_2014.pdf.

290 per ton and are assessed on all tons of solid waste handled through the County facilities (including
291 Organic Materials).

292 SCWMA anticipates that both of these fees will be considered for collection on the Organic
293 Materials tons that would be processed from any resultant Agreement(s) from this RFP process.
294 However, these fees should not be included in the per ton rates for Organic Materials Processing
295 Services as proposed in Form K (Attachment D).

296 **2.6 Commercial Food Scraps Collection Program**

297 The SCWMA does not control the flow of source separated commercial food scraps collection, as
298 per the terms of Waste Disposal Agreements between its Member Agencies and Republic
299 Services. Republic Services may consider the use of alternative facilities for this material
300 depending upon the results of this RFP process. The selected Proposer(s) should be aware that
301 this material may ultimately be available as feedstock, although it is not included in the provided
302 tonnages in Section 2.4 of this RFP, and SCWMA does not dictate the destination of this material.

303 The Waste Delivery Agreements arranged between each Member Agency and Republic Services
304 stipulates that compensation for source separated commercial food scraps collection program is
305 to be made by Republic Services of Sonoma County to a city's franchised hauler, and no additional
306 compensation above the negotiated amount will be made to the franchised hauler for these
307 programs. This provision may be subject to future negotiation and/or clarification between the
308 City and Republic Services of Sonoma County, and each Member Agency's franchised hauler.

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310 **3 REQUESTED SERVICES**

311 Proposers to this RFP may propose to provide short-term and/or long-term Organic Materials
312 Processing Services. Following the SCWMA Board approval, the delivery of organic material to a
313 proposed facility (or facilities) is anticipated to start as early as March 2018.

314 Short-term Organic Materials Processing Services are anticipated to begin as early as March 2018,
315 for an initial Agreement term of three (3) years, with the possibility of five (5) one (1) year
316 extensions. Short-term Agreement (or Agreements) are intended to provide for Organic Materials
317 Processing Services during the time which long-term Organic Materials Processing Facility(ies) are
318 permitted, constructed, and made operational. Attachment A to this RFP is the Draft Agreement
319 for Short-Term Organic Materials Processing Services.

320 Long-term processing services are desired to start as soon as possible, at initial date of Organic
321 Materials acceptance at proposed Facility(ies) as proposed by Proposers; the SCWMA desires that
322 Proposers for long-term processing services propose a specific and reasonable date that the
323 SCWMA may anticipate start of delivery of Organic Materials to proposed facilities by franchised
324 haulers. Long-term Organic Materials Processing Service Agreements are anticipated for initial ten
325 (10) year terms, with the option for fifteen (15) and twenty (20) terms. Proposers are instructed
326 to provide pricing for ten (10) , fifteen (15) and twenty (20) year terms as applicable; if a Proposer
327 is not willing to accept shorter term Agreements, that Proposer should not provide pricing for
328 acceptance of Organic Materials for that term in Form F (Attachment D).

329 Long-term processing service Agreement(s) may be extended twice, by five (5) years each, at the
330 SCWMA's sole option, and subject to meeting performance requirements as specified in the
331 Agreement. Attachment B to this RFP is the Draft Agreement for Long-Term Organic Materials
332 Processing Services.

333 **3.1 Overview of Base Services**

334 The SCWMA is interested in entering into an Agreement for Processing of Organic Materials for
335 facilities that are fully operational, retain and comply with all required permits and regulations,
336 and meet the expectations of this RFP. Proposers should note that the SCWMA anticipates
337 procuring Organic Processing Services via Agreements with multiple Proposers and for multiple
338 Organic Materials.

339 Organic Materials Processing Facilities must not at any time operate under any unresolved Notice
340 of Violations or Cease and Desist Orders and must meet all local, state, and federal environmental
341 protection rules, regulations and laws, and shall process Organic Materials resulting in residue no
342 greater than ten percent (10%) by weight.

343 The SCWMA does not require that Proposers have completed property agreements, local
344 approvals, or that Proposers have begun facility permitting at the time of proposal. However, a
345 site location must be established, and a clear and direct plan for acquiring the needed permits
346 within the needed time frame must be provided. For long-term Agreement(s) (those that exceed
347 a 3-year base term), proposers must indicate the specific date upon which the SCWMA Member
348 Agencies may direct franchised haulers to deliver Organic Materials to the proposed facility(ies).
349 Organic Materials may be delivered to a transfer station prior to delivery to the Proposed
350 facility(ies), or hauled directly by franchised haulers to the facility(ies).

351 **3.2 Facility Options**

352 The SCWMA is interested in proposals for compost facilities, anaerobic digesters, gasification,
353 biochar, pyrolysis, vermicompost, or other technologies that diverts organic materials from
354 landfill under state law and produce compost or other soil amendments. The SCWMA is also
355 interested in wood chipping services to be marketed separately onsite.

356 There may be opportunities for Proposers to work in partnership with SCWMA member agencies
357 and/or local waste water treatment plants in developing Organic Materials Processing Services.
358 Proposers are encouraged to consider mutually beneficial partnerships with local agencies and
359 waste water treatment plants and to explore potential synergies that could result in co-benefits
360 related to proposed Organic Materials Processing Services (e.g. utilizing excess heat from waste
361 water treatment plants, etc.). Please see Attachment E: Letter from the City of Santa Rosa
362 Regarding Lease Potential of City-Owned Land.

363 Proposers for long-term processing services will be required to obtain and remain in compliance
364 with all necessary land-use permits, solid waste permits, water and air permits, and other such
365 permits as may be necessary. Permitting entities (potentially including but not limited to the local
366 City, Town or County in which proposed facilities will be located, the Local Enforcement Agency
367 [LEA], the Water Board and the Air Quality Management District) will provide specific direction
368 regarding studies, terms and conditions that must be met for permitting. Proposers are solely
369 responsible for obtaining all necessary permits; the SCWMA has no direct role in permitting of
370 proposed facilities.

371 Proposers must anticipate that permitting agencies will require studies, terms and/or conditions
372 in a variety of areas, which must be considered and addressed by Proposers in developing the
373 Technical Proposal as required by this RFP (Section 5.5.4).

374 All proposed facilities requiring a solid waste facility permit will require the amendment of the
375 Non-Disposal Facility Element of the SCWMA Integrated Waste Management Plan.

376 **3.3 Organic Materials Accepted**

377 Per the terms of the Draft Agreement, the SCWMA intends to procure for a facility or facilities to
378 accept the following material types. Proposers may propose on one or more than one material
379 stream, and should indicate as such in the Technical Proposal as well as Form F (Attachment D).
380 Find more instructions on how to format Form F in Sections 3.10 and 5.5.5 of this RFP.

381 **1. Wood Waste:** pieces of unpainted and untreated dimensional lumber, and any
382 other wood pieces or particles generated from the manufacturing or production
383 of wood products, harvesting, processing or storage of raw wood materials,
384 milled lumber with no paints, varnishes, finishes, glues, or treatments, sawmill
385 waste, wood crates, and source separated construction and demolition material
386 including sheetrock (which material may contain nails, doorknobs, joist hangers),
387 excluding pressure treated wood, creosote treated wood, particle board, and
388 unprocessed logs.

389 **2. Green Waste:** wood crates, ivy, palm, yucca and cactus, grass cuttings, weeds,
390 leaves, pruning, branches, dead plants, brush tree trimmings, dead trees (on
391 average not more than twelve (12) inches in diameter) and four (4) feet in length,
392 and similar materials generated at Premises, separated and set out for Collection,

393 processing, and Recycling. The requested materials do not include materials not
394 normally produced from gardens or landscapes, such as, but not limited to, brick,
395 rock, gravel, large quantities of dirt, concrete, sod, non-Organic Materials, oil, and
396 painted or treated wood or wood products.

397 **3. Mixed Organic Materials:** fruits, vegetables, grain products, dairy products,
398 meat, seafood, and other compostable food scraps generated at residential
399 premises from normal household activity, including kitchen fats and greases (not
400 oil), napkins, wood crates, ivy, palm, yucca and cactus, grass cuttings, weeds,
401 leaves, pruning, branches, dead plants, brush tree trimmings, dead trees (on
402 average not more than twelve (12) inches in diameter) and four (4) feet in length,
403 and similar materials generated at Premises, separated and set out for Collection,
404 processing, and Recycling. The requested materials do not include materials not
405 normally produced from gardens or landscapes, such as, but not limited to, brick,
406 rock, gravel, large quantities of dirt, concrete, sod, non-Organic Materials, oil, and
407 painted or treated wood or wood products.

408 **4. Mixed Organic Materials with Compostable Food Ware:** fruits, vegetables, grain
409 products, dairy products, meat, seafood, napkins, acceptable food packaging
410 items such as pizza boxes, paper towels, compostable food packaging (meeting
411 the standards established by ASTM 6400 and ATRM 6868), compostable bags,
412 waxed cardboard and food soiled paper products, and other compostable food
413 scraps generated at residential premises from normal household activity,
414 including kitchen fats and greases (not oil), wood crates, ivy, palm, yucca and
415 cactus, grass cuttings, weeds, leaves, pruning, branches, dead plants, brush tree
416 trimmings, dead trees (on average not more than twelve (12) inches in diameter)
417 and four (4) feet in length, and similar materials generated at Premises, separated
418 and set out for Collection, processing, and Recycling. The requested materials do
419 not include materials not normally produced from gardens or landscapes, such
420 as, but not limited to, brick, rock, gravel, large quantities of dirt, concrete, sod,
421 non-Organic Materials, oil, and painted or treated wood or wood products.

422 **5. Commercial Food Scraps⁵:** fruits, vegetables, grain products, dairy products,
423 meat, seafood, and other compostable food scraps generated at residential
424 premises from normal household activity, including kitchen fats and greases (not
425 oil).

426 **6. Commercial Food Scraps with Compostable Food Ware:** food-soiled paper,
427 fruits, vegetables, grain products, dairy products, meat, seafood, napkins,
428 acceptable food packaging items such as pizza boxes, paper towels, compostable

⁵ Proposers should also note that while the SCWMA does not control the flow of commercial food scraps, Republic Services may consider the use of alternative facilities from the information provided in this RFI. SCWMA's Commercial food scraps is currently handled by Republic Services through their Master Operating Agreement with the County of Sonoma. Residential food scraps are collected commingled with green waste in all Member Agencies except the City of Sonoma.

429 food packaging (meeting the standards established by ASTM 6400 and ATRM
430 6868), compostable bags, waxed cardboard and food soiled paper products, and
431 other compostable food scraps generated at residential premises from normal
432 household activity, including kitchen fats and greases (not oil).

433 **7. Other Organic Materials:** The SCWMA is also interested in the possibility of
434 selected Proposers providing organic materials processing services for biosolids
435 such as from sewage treatment plants as well as manure or other agricultural
436 byproducts.

437 3.4 Other Organic Waste Streams

438 SCWMA is interested in the possibility of Proposers providing processing services for other waste
439 streams, potentially including biosolids, manure, and other agricultural organic waste materials.
440 While Proposers are encouraged to consider providing processing services for these materials,
441 SCWMA has no control of these other organic material waste streams, and cannot provide a flow
442 commitment for these materials, nor does SCWMA intend to include processing of these other
443 waste materials. Processing agreements for these organic materials may not be facilitated by the
444 SCWMA, and may be considered separately from this RFP process.

445 3.5 High-Quality End Products

446 The SCWMA is interested in facilities that produce a high-quality end product, such as compost,
447 mulch, soil amendments, or other end products that will be made widely available for use in
448 Sonoma County.

449 Proposers should note that Sonoma County consumers have expressed interest in widespread
450 availability of high-quality compost and other soil amendments that will be suitable for home
451 vegetable gardening or agricultural application. If proposing a compost facility, compost produced
452 must be CDFA-approved, and compost material that meets OMRI standards is preferred.
453 Proposers should note that the SCWMA is also interested in delivering compostable bags and
454 other materials that are not allowed under OMRI standards.

455 The Agreement requires that 90% of outgoing material be marketed and not disposed. The
456 remaining less than 10% residual must be disposed of using the County landfill or transfer station
457 facilities. It will be the sole responsibility of selected proposers to transport and dispose of all
458 residual materials to County facilities, and to pay the then-current per ton rates established for
459 landfill disposal.

460 In the Technical Proposal, Proposers are required to provide estimates of the types of products
461 anticipated to be produced and clear standards for the quality of the material.

462 3.6 Compost Giveaway (optional)

463 Proposer may offer finished compost or soil amendment product to the Member Agency(ies) and
464 their residents, at a suggested volume of three hundred and fifty (350) cubic yards of compost
465 twice per year, at no additional cost to the SCWMA or the ratepayers. Proposers should describe
466 their proposal to provide compost/soil amendment to the SCWMA in the Technical Proposal.

467 **3.7 Diversion Standards**

468 Selected proposers will be responsible for diverting from disposal at least **ninety percent (90%)**
469 of all Organic Materials delivered by SCWMA Member Agency franchised haulers, starting on the
470 date of the agreement, and measured for each quarter and year for all material accepted at the
471 facility, including material delivered under the terms of this Agreement and all other material
472 accepted at the facility(ies).

473 All Organic Materials accepted at the facility(ies), including third-party and self-haul material, shall
474 be Processed and marketed for use as compost, mulch, soil amendment, or other end uses that
475 under state law constitute “diversion,” and none shall be disposed, except for Residual. Organic
476 Materials may not be used as Alternative Daily Cover, Alternative Intermediate Cover, or for other
477 Beneficial Reuse Purposes, as stated in the Draft Agreement.

478 **3.8 Billing and Customer Service**

479 Proposers that are awarded Agreements will bill the SCWMA for tons of Organic Materials
480 delivered by designated franchised haulers from SCWMA member agencies and from County-
481 owned transfer stations. The SCWMA shall not be responsible for payment for material delivered
482 directly to designated facilities by self-haulers or third parties.

483 The SCWMA will approve the format used by the Proposer for billing. Proposers will provide
484 competent, professional, and courteous customer service and will designate qualified
485 representatives and operators to serve as the main point of contact with the SCWMA.

486 **3.9 Reporting**

487 The amount of material shall be reported monthly and quarterly under the requirements laid out
488 in Exhibit B, Reporting to the SCWMA, in the Draft Agreements (Attachments B and C to this RFP).

489 **3.10 Organic Materials Tipping Per Ton Rate**

490 Proposers must include proposed per ton rates by Organic Material Type and by annual tonnage
491 amount in Form F (Attachment D) of this RFP.

492 The proposed per ton rate for processing Organic Materials must be proposed as the per ton rate
493 that would be charged for acceptable of Organic Materials at the specified facility(ies), not
494 including any fees that may be charged by Sonoma County or the SCWMA, but including any other
495 fees that may be assessed by other entities.

496 The per ton fee proposed in Form F will not be additive or cumulative across material categories,
497 but should encompass the Proposer’s entire cost proposal for each bracketed category. In other
498 words, if a Proposer gives a per-ton rate of \$30 for 20,000-40,000 tons of Green Waste and a rate
499 of \$40 for 40,000-60,000 tons of Mixed Organics, the SCWMA will have the option of selecting the
500 \$30 rate for Green Waste and committing 20,000-40,000 tons of Green Waste to that facility, with
501 no agreement made for other Material Categories whatsoever.

502 If Proposers choose to propose at the 3-year term length under the terms of the Draft Agreement
503 for Short-Term Processing Services, they should fill out Form F-1.

504 If Proposers choose to propose under the terms of the Draft Agreement for Long-Term Processing
505 Services (complete a Form for each term length that would apply):

- 506 ▪ At the 10-year term length, fill out Form F-2;
- 507 ▪ At the 15-year term length, fill out Form F-3; and
- 508 ▪ At the 20-year term length, fill out Form F-4.

509 At least one Form F should be submitted, but not all four are required. Proposers should clearly
510 indicate the term length(s) at which they are proposing to provide services within their Technical
511 Proposal, as indicated in Section 5.5.4.

512 Adjustments such as contamination charges may be proposed, if desired. Contamination levels of
513 2.5% to under 5% by weight will be assumed to be in the Per Ton rates included in Form F.
514 Proposers should note such additional rates as may be contemplated in Form F as provided.
515 Proposers shall establish a protocol, including a contamination monitoring methodology,
516 applicable contamination thresholds, and methodology for identifying reject-able loads at the
517 scale house in Technical Proposal, Section 5.5.4. This plan – as amended upon the request of the
518 SCWMA – will be an exhibit to the executed Agreement.

519 Future adjustments to the Organic Materials Processing Per Ton Rates will be based on the annual
520 percentage change in the CPI for the San Francisco-Oakland-San Jose Region (Series ID:
521 cuura422Sa0 Not Seasonally Adjusted, All Items, All Urban Consumers (CPI-U) for San Francisco-
522 Oakland-San Jose, California), not to exceed 3%. Proposers may suggest alternative escalation
523 indices for consideration by SCWMA; however, rates must be initially proposed under the
524 assumption of annual adjustments by CPI.

525 If Proposer receives any revenues from the sale of processed Organic Materials or other
526 byproducts of processing, it will be retained by the Proposer. The SCWMA believes it is
527 appropriate for the successful Proposer to retain these revenues, and directs Proposers to take
528 these monies into account when proposing a per ton rate for Organic Materials Processing
529 Services.

530 In the event that Proposers provide organic materials processing services to other non-SCWMA
531 entities, for long-term agreements (not short-term), the per ton rates charged to non-SCWMA
532 entities cannot be lower than those charged to the SCWMA for the same Organic Material Type,
533 annual tonnage amounts and contamination levels.

534 3.11 Payments to the SCWMA

535 Proposers must note that in addition to the below payments, Proposers shall also provide a
536 Proposal Bond upon submission of the Proposal, and a Performance Bond if selected via this
537 process, as detailed in Section 4. The SCWMA assesses a fee on Organic Materials in the County
538 as described in Section 2.5, which should not be included in the rates proposed.

539 3.11.1 Facility Review Payment

540 For each long-term Organic Materials Processing Agreement, the SCWMA may conduct one (1)
541 Facility Review of performance under the Agreement every five (5) years. The Proposer shall be
542 responsible for the cost of each review up to a maximum of **Twenty-Five Thousand Dollars**
543 **(\$25,000)** per Review. Payment shall be made in full to the SCWMA prior to the start of each
544 Facility Review.

545

546 **4 GENERAL PROVISIONS**

547 **4.1 RFP Documents**

548 These RFP documents constitute the complete set of proposal specifications and forms. All forms
549 and applicable documents must be executed and submitted in a sealed envelope, as described in
550 Section 5 of this RFP. Proposals not submitted on the proposal forms shall be rejected. By
551 submitting a proposal, the Proposer agrees to be subject to all terms and conditions specified
552 herein. No exception to the terms and conditions shall be allowed. Submission of a response to
553 this RFP constitutes a binding offer by the Proposer.

554 Proposers are expected to examine the RFP documents, including the Agreement, proposal forms,
555 and all other instructions provided herein. **FAILURE TO DO SO WILL BE AT THE PROPOSER'S RISK.**

556 **4.2 Additional Terms and Conditions**

557 Except as is set forth in Section 5.5.6 of this RFP, no additional terms and conditions included with
558 the RFP shall be evaluated or considered. Any and all such additional terms and conditions shall
559 have no force and effect and are inapplicable to this RFP.

560 **4.3 Interpretations and Inquiries**

561 Any questions concerning the intent, meaning, and interpretation of the RFP documents shall be
562 submitted in writing and received no later than 11:00 a.m. PDT on July 26, 2017. Questions not
563 submitted in writing will not be accepted or considered. Written inquiries shall be addressed to
564 by either in writing by mail or by email:

565 Patrick Carter
566 Executive Director, Sonoma County Waste Management Agency
567 2300 County Center Dr., B-100, Santa Rosa, CA 95403
568 Patrick.Carter@sonoma-county.org

569 Submission of a proposal will serve as prima facie evidence that the Proposer has examined the
570 Agreement and the Service Area and is fully aware of all conditions affecting the provision of
571 Collection Services.

572 Proposers are to promptly notify the SCWMA, in writing, if the proposer discovers any ambiguity,
573 discrepancy, omission, or other error in the RFP. Any such notification must be directed to the
574 SCWMA promptly after discovery, but in no event later than 11:00 a.m. PDT on July 26, 2017.
575 Modifications and clarifications will be made by addenda as provided below.

576 **4.4 Verbal Agreements**

577 No verbal agreement or conversation with any officer, agent, or employee of the SCWMA, either
578 before or after execution of the Agreement, shall affect or modify any of the terms or obligations
579 contained in the Agreement. Any such verbal agreement or conversation shall be considered as
580 unofficial information and in no way binding upon the SCWMA or the Proposer. No person is
581 authorized to give oral interpretations of, or make oral changes to the RFP documents. Therefore,
582 oral statements will not be binding and shall not be relied upon. Any interpretation of, or changes
583 to the RFP documents will be made in the form of a written addendum to the RFP document and

584 will be furnished by the SCWMA to all Proposers who attend the mandatory pre-proposal
585 conference and provided the required Communication Protocol, Form A (find Form A, this RFP,
586 and its attachments on the SCWMA
587 website: www.recyclenow.org/agency/request_for_proposals.asp).

588 Only those interpretations of, or changes to the RFP document that are made in writing and
589 furnished to the Proposers by the SCWMA may be relied upon.

590 4.5 Qualification of Proposer

591 The Proposer must be qualified by experience, adequate financing and ability to provide all labor
592 and equipment to do the work called for in the Agreement.

593 4.6 Conflict of Interest

594 All Proposers must disclose, with their proposal, the name of any officer, director, agent, or any
595 relative of an officer, director, or agent who is an employee, elected official or appointed official
596 of the SCWMA. Furthermore, all Proposers must disclose the name of any the SCWMA employee,
597 elected official or appointed official who owns, directly or indirectly, an interest of five percent
598 (5%) or more in the Proposer's firm or any of its branches or subsidiaries.

599 4.7 Non-Collusion Affidavit of Proposer and Disclosure 600 of Non-Compete Agreements

601 Any Proposer submitting a proposal to this RFP must complete and sign the Non-Collusion
602 Affidavit of Proposer and Disclosure of Non-Compete Agreements form included in Section 6 of
603 these RFP documents (Attachment C), and submit that document with its proposal. This shall
604 include disclosure of any and all "non-compete agreements" that Proposer may have with other
605 solid waste services providers that would prohibit other solid waste service providers from
606 proposing on this RFP.

607 4.8 Disqualification of Proposers

608 More than one (1) proposal from an individual, firm, partnership, corporation, or association
609 under the same or different names will not be considered. Reasonable grounds for believing that
610 a Proposer is involved in more than one proposal for the same work will be cause for rejection of
611 all proposals in which such Proposers are believed to be involved.

612 4.9 Legal Requirements

613 Proposers are required to comply with all provisions of Federal, State, County, and local laws,
614 ordinances, rules and regulations that are applicable to the services being offered in this RFP. Lack
615 of knowledge of the Proposer shall in no way be a cause for relief from responsibility or constitute
616 a cognizable defense against the legal effects thereof.

617 **4.10 Familiarity with Laws and Ordinances**

618 The submission of a proposal for the services requested herein shall be considered as a
619 representation that the Proposer is familiar with all Federal, State, and local laws, ordinances,
620 rules, orders, and regulations which affect those engaged or employed in the provision of such
621 services, or equipment used in the provision of such services, or which in any way affects the
622 conduct of the provision of such services; and no plea of misunderstanding will be considered on
623 account of ignorance thereof.

624 **4.11 Contractual Agreement**

625 The SCWMA shall not be obligated to any Proposer to enter into an Agreement with the Proposer
626 despite the SCWMA's governing body prospectively awarding the Agreement to a Proposer. The
627 SCWMA shall be obligated to a Proposer if and only if the SCWMA enters into an Agreement for
628 the services with the Proposer, and further, no action will lie against the SCWMA to compel the
629 SCWMA to execute any such Agreement, or to recover from the SCWMA any damages, costs, lost
630 profits, expenses, etc., that any Proposer may incur if the SCWMA chooses not to sign such
631 Agreement. No enforceable contractual relationship arises until the SCWMA signs the Agreement,
632 no action shall require the SCWMA to sign such Agreement at any time, and each Proposer waives
633 all claims to damages, lost profits, costs, expenses, etc., as a result of the SCWMA not signing such
634 Agreement.

635 **4.12 Facilities**

636 The SCWMA reserves the right to inspect each Proposer's facilities at any reasonable time, during
637 normal working hours, with prior notice to determine that the Proposer has a bona fide place of
638 business and is a responsible Proposer.

639 **4.13 Insurance and Indemnification**

640 The SCWMA has set forth the insurance and indemnification requirements in the Draft
641 Agreement. Proposers must review and obtain an understanding of these requirements before
642 submitting a proposal.

643 **4.14 Agreement Modifications**

644 The SCWMA reserves the right to make modifications to the Agreement to more fully effectuate
645 the intent of this RFP and the Agreement. A draft of the Agreement is available
646 at www.recyclenow.org/agency/request_for_proposals.asp.

647 As stated in Section 5.5.6, Proposers may provide a list of Agreement exceptions, subject to the
648 requirements in that section. **The SCWMA has no obligation to accept any proposed service
649 alternative or Agreement exception.** Proposals will be evaluated based on the required services
650 and Agreement language as set forth in this RFP.

651 **4.15 Proposal Bond**

652 Proposers are required to submit a separate proposal bond from a surety company licensed to do
653 business in the state of California, or a cashier's or certified check issued by a bank in the amount
654 of **Twenty-Five Thousand Dollars (\$25,000)**.

655 A proposal will be deemed non-responsive and will not be considered unless accompanied by the
656 proposal bond, certified check, or cashier's check. Such deposit shall be a guarantee that the
657 Proposer, if awarded the Agreement, will furnish a performance bond and other required
658 information. If the Proposer fails, refuses, or neglects to furnish the required performance bond
659 and information, the SCWMA may retain the deposit or cash the certified check or enforce the
660 proposal bond as compensation for liquidated damages for the Proposer's breach.

661 After the proposals are opened, checked, and duly considered, the SCWMA will release each of
662 the Proposer's surety as follows:

- 663 ▪ Agreements Approved – The surety of the Proposer(s) will be released when the
664 Performance Bond(s) and all other required documents have been received and the
665 executed Agreement(s) has been approved by the SCWMA.
- 666 ▪ Proposals Rejected – If proposal is rejected, all sureties will be returned within three days
667 after such rejection.

668 **4.16 Withdrawal or Revision of Proposal Prior to the**
669 **Closing Time Set for Receiving Proposals**

670 A Proposer may, prior to the due date and time of the Proposal, and without prejudice, withdraw,
671 modify, or correct a proposal after it has been deposited with the SCWMA, provided a request is
672 made in writing to the SCWMA, whose name, address, and contact information is provided herein.
673 Any revision shall be deposited prior to the closing time set for receiving proposals. Modification
674 or corrections of proposals may be made by means of email or other written communications,
675 provided such modifications or corrections are received by the SCWMA prior to the closing time
676 set for receiving proposals.

677 No corrections in proposals will be acceptable unless each correction is signed by the Proposer
678 and provided in hard-copy to the SCWMA. A proposal in which omissions occur or which has been
679 conditioned by the Proposer in a manner that is unacceptable to the SCWMA may be rejected.
680 Corrections may be made until the closing time set for receiving proposals. No modifications or
681 corrections may be made subsequent to closing time set for receiving proposals.

682 **4.17 Acceptance or Rejection of Proposals**

683 The SCWMA reserves and holds at its discretion the following rights and options:

- 684 ▪ Issue addenda to the RFP, including extending or otherwise revising the timeline for
685 submittals;
- 686 ▪ Cancel the RFP;
- 687 ▪ Request clarification and/or additional information from the Proposer at any point in
688 the procurement process;

- 689 ▪ Execute an Agreement (or Agreements) on the sole basis of the original proposal or
690 any additions to proposal submissions;
- 691 ▪ Reject any or all proposals, waive irregularities in any proposal, accept or reject all or
692 any part of any proposal, waive any requirements of the RFP, as may be deemed to
693 be in the best interest of the SCWMA;
- 694 ▪ Reissue the RFP;
- 695 ▪ Modify the RFP through published Addenda;
- 696 ▪ If during the course of negotiations with a selected PROPOSER, the SCWMA
697 determines in its sole discretion that an acceptable Agreement cannot be negotiated,
698 the SCWMA reserves the right to suspend negotiations with that PROPOSER and
699 begin negotiations with another PROPOSER. Also, the SCWMA reserves the right to
700 undertake simultaneous negotiations of the final Agreement with more than one
701 PROPOSER.
- 702 ▪ Request “Best and Final” offers;
- 703 ▪ Conduct interview(s) with any PROPOSER(s);
- 704 ▪ Negotiate terms and conditions that are different from those described in this RFP
705 and Agreement;
- 706 ▪ Contact references provided and seek information from any client with which the
707 PROPOSER has done business; and
- 708 ▪ Take other such action that best suits the needs of the SCWMA and/or its citizens.

709 Any or all proposals will be rejected if there is reason to believe that collusion existed among the
710 Proposers. Proposals received from participants in such collusion may not be considered for the
711 same work when and if re-advertised.

712 4.18 Award of Agreement(s)

713 The award of an Agreement (or Agreements), if made, will be made by the SCWMA Board to
714 Proposer(s) whose proposal(s) best fulfills the requirements of this RFP and provides the best
715 value to the SCWMA, its Member Agencies and their residents and businesses. SCWMA’s
716 assessment of the best value may include the best combination of proposals and/or Proposers
717 that meet the needs and expectations of this RFP. No awards will be made until all necessary
718 investigations have been made to determine the responsiveness and responsibility of the
719 Proposer(s) under consideration.

720 After opening the proposals, the SCWMA may require the selected Proposer(s) to submit a
721 verified statement disclosing all ownership interests, whether direct, indirect, or beneficial, and
722 including intermediate and ultimate ownership interests where several levels of ownership exist,
723 disclosing any single source in excess of thirty percent (30%) of outstanding debt, and disclosing
724 any person or entity that has guaranteed in excess of thirty percent (30%) of the Proposer’s
725 outstanding debt; furthermore, such disclosure shall contain any information of or relating to any
726 and all common ownership, control, management, or common pecuniary benefit the proposing
727 entity, its owners, management, or representatives possess or retain in any other entity now
728 participating, or proposing to participate, in the Agreement with the SCWMA. The SCWMA Board
729 shall be the sole judge as to the responsiveness and the responsibility of the Proposer to
730 satisfactorily perform the work specified within the Agreement.

731 As soon as practicable after opening the proposals, the Proposer(s) recommended for award of
732 the Agreement(s) will be submitted to the SCWMA Board for approval.

733 In the event the SCWMA Board approval is not received within **two hundred and sixty (260)**
734 **calendar days** after opening of the proposals, the Proposer(s) may request that it be released
735 from the Agreement obligation and that its proposal bond is released, in which case the SCWMA
736 shall release the Proposer's bond.

737 The foregoing action by the SCWMA or the Proposer(s) shall in no way provide any cause
738 whatsoever for claim against the SCWMA by the Proposer(s).

739 **4.18.1 Appeals Process**

740 Prior to award of an Agreement(s), the SCWMA will issue a "Notice of Intent" to award to all
741 Proposers. Proposers shall have three (3) businesses days from the receipt of the "Notice of
742 Intent" to submit written protest of the SCWMA's intent to award. Proposer must provide
743 SCWMA with a complete and comprehensive "Statement of Dispute" that discusses all the
744 reasons why the PROPOSER disputes the SCWMA's determination or decision and submit all
745 documentary evidence relied on by the PROPOSER. The Statement of Dispute must meet the
746 following conditions and requirements:

- 747 a) The Statement of Dispute must contain a complete statement of the factual and legal
748 basis for the protest.
- 749 b) The Statement of Dispute must specifically refer to the specific portions of the RFP, which
750 form the basis for the protest, and all documentary evidence relied upon.
- 751 c) The Statement of Dispute must include the name, address and telephone number of the
752 person representing the protesting party.
- 753 d) The party filing the Statement of Dispute must concurrently transmit a copy of the initial
754 protest document and any attached documentation to all other parties with a direct
755 financial interest, which may be adversely affected by the outcome of the protest. Such
756 parties shall include all other PROPOSERS, who shall have seven (7) calendar days to
757 respond to the Statement of Dispute.

758 The SCWMA will review the Statement of Dispute, and may elect to hold an administrative hearing
759 thereon, and may request PROPOSER to produce such further evidence as SCWMA deems
760 material to a decision on the issue, after which time SCWMA will issue a determination which
761 shall be final. The procedure and time limits set forth in this paragraph are mandatory and are
762 the PROPOSER's sole and exclusive remedy in the event of protest and failure to comply with
763 these procedures shall constitute a waiver of any right to further pursue the protest, including
764 filing a Government Code Claim or legal proceedings. Failure to strictly follow this procedure shall
765 waive any further rights to dispute the SCWMA's decisions and determinations made during the
766 RFP process.

767 **4.19 Addenda**

768 Any addenda issued in conjunction with this RFP must be submitted as part of the original
769 proposal packet with a wet signature. Any addenda will be posted to The SCWMA's website
770 at www.recyclenow.org/agency/request_for_proposals.asp.

771 The Proposer shall sign each addendum issued and shall attach an addendum acknowledgement
772 sheet to their proposal in order to have the proposal considered. If signed versions of the addenda
773 are not included with the original proposal, the proposal will be deemed non-responsive and will
774 not be considered. If it becomes necessary to issue an addendum that requires a change in the

775 RFP or the Draft Agreement within five (5) days of the due date for proposals, the SCWMA will
776 extend the due date as necessary to allow Proposers to address changes in their proposals.

777 Informational questions and answers that do not require formal changes to the RFP or Draft
778 Agreement will also be posted to the website at the address provided above. These will be
779 provided as informational items, and not formal addenda.

780 4.20 Certification of Service Area Conditions, Service 781 Area Requirements, and Agreement Terms

782 By the submission of a proposal to do the work, the Proposer certifies that a careful examination
783 of the Service Area, all RFP documents, including the Draft Agreement, and all other documents
784 listed in Section 2 of this RFP has taken place, and that the Proposer is fully informed concerning
785 the requirements of the RFP documents and Agreement, the physical conditions to be
786 encountered in the work, the quality and quantity of service to be performed, and of materials
787 and equipment to be furnished. **The Proposer will not be entitled to additional compensation
788 upon subsequently finding that conditions require methods or equipment other than that
789 anticipated in making the proposal.**

790 4.21 Performance Bond

791 A performance bond in the form as set forth in Form L of Section 6 of this RFP (Attachment C) is
792 required from the successful Proposer(s) within ten (10) calendar days from the date the SCWMA
793 Board approves the Agreement(s) in an amount of **One Million Dollars (\$1,000,000)**.

794 The performance bond shall be executed by a surety company licensed to do business in the State
795 of California; having a rating of, or equivalent to "A: VII" by A.M. Best & Company, approved by
796 the SCWMA; and included on the list of surety companies approved by the Treasurer of the United
797 States.

798 The Proposer **must provide**, as a part of the proposal response, a commitment letter from a State
799 of California licensed Surety Company, as set forth in the preceding paragraphs, to provide such
800 performance bond. ***The letter of commitment must specifically accept the performance bond
801 language and the amount of the performance bond as stipulated by the SCWMA in this RFP.***

802 As an alternative to the performance bond required by the Agreement, at the SCWMA's option,
803 Proposer may deposit with the SCWMA an irrevocable letter of credit as set forth in the Draft
804 Agreement.

805 4.22 All Proposals are Public Records

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

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

815 **Do not mark the entire proposal as “Confidential”.**

816 The SCWMA will not disclose any part of any proposal before it completes negotiations, on the
817 ground that there is a substantial public interest in not disclosing proposals during the evaluation
818 and negotiation process. After the completion of negotiations, all proposals received in response
819 to this RFP will be subject to public disclosure. If you believe that there are portion(s) of your
820 proposal which are exempt from disclosure under the Public Records Act, you must mark it/them
821 as such and state the specific provision in the Public Records Act which provides the exemption
822 as well as the factual basis for claiming the exemption. For example, if you submit trade secret
823 information, you must plainly mark the information as “Trade Secret” and refer to the appropriate
824 section of the Public Records Act which provides the exemption as well as the factual basis for
825 claiming the exemption.

826 Although the California Public Records Act recognizes that certain confidential trade secret
827 information may be protected from disclosure, the SCWMA may not be in a position to establish
828 that the information that a Proposer submits is a trade secret. If a request is made for information
829 marked “Trade Secret” or “Proprietary”, the SCWMA will provide Proposer(s) who submitted the
830 information with reasonable notice in order for Proposer(s) to seek protection from disclosure by
831 a court of competent jurisdiction.

832 **4.23 Subcontractors**

833 Proposers must list any Subcontractors to be used for any and all services (i.e., transportation, ,
834 etc.). These Subcontractors are subject to approval by the SCWMA, and will be included in the
835 Agreement as Exhibit 6.

836 **5 PROPOSAL PREPARATION INSTRUCTIONS**

837 **5.1 Receipt of Proposals**

838 The SCWMA will accept written and sealed proposals to furnish all labor, equipment, materials,
839 tools, insurance, supervision, and all other items incidental thereto, and to perform all work
840 necessary and specified in the prescribed manner and time to provide Organic Materials
841 Processing services in the SCWMA Service Area in accordance with the terms and conditions set
842 forth in the Agreement. **Sealed proposals will be accepted until 11:00 a.m. PDT, Wednesday,**
843 **August 16, 2017 at the office listed below.**

844 Each proposal and supporting documentation must be submitted in a sealed envelope or
845 container plainly labeled in the lower-left corner: "PROPOSAL FOR ORGANIC MATERIALS
846 PROCESSING" along with the proposal submission date and time. Proposers must also include
847 their company name and address on the outside of the envelope or container. Proposals must be
848 delivered to:

849 Patrick Carter
850 Executive Director, Sonoma County Waste Management Agency
851 2300 County Center Dr., B-100, Santa Rosa, CA 95403
852 Patrick.Carter@sonoma-county.org

853 Proposers are responsible for making certain that proposals are delivered to the SCWMA at the
854 above address. Mailing of a proposal or receipts of postal or other delivery agents does not ensure
855 that the proposal will be delivered on time or delivered at all.

856 Proposals will be accepted in person, by United States Mail, or by private courier service. No
857 proposals will be accepted by oral communication, telephone, fax, e-mail, or mail. Forms
858 (including Form F) must be submitted in hard-copy under the prior provisions, and must also be
859 submitted electronically via USB compatible memory drive. Proposals may be withdrawn prior to
860 the above scheduled time set for receipt of proposals. No Proposer may withdraw a proposal after
861 the above scheduled time for opening the proposals. Any proposal received after the date and
862 hour specified will be rejected and returned unopened to the Proposer.

863 Proposers may submit one (1) proposal for more than one (1) processing facility, in which case
864 Proposers must include one (1) Technical Proposal (see Section 5.5.4 of this RFP) and one
865 complete set of Forms (see Section 5.5.5 of this RFP) for each proposed facility.

866 The SCWMA reserves the right to postpone the date and time for opening proposals through an
867 addendum.

868 **5.2 Submittal Signatures and Printing Requirements**

869 All prices and proposals must be in ink or typewritten. No pencil figures or erasures are permitted.
870 Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in
871 ink by person signing the proposal. All proposals must be signed in ink with the firm's name and
872 by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

873 **5.3 Pre-Proposal Conference**

874 **A MANDATORY PRE-PROPOSAL CONFERENCE** will be held on Wednesday, June 28, 2017 at 11:30
875 a.m. PDT, at:

876 Hearing Room
877 Sonoma County Permit and Resources Management Department
878 2550 Ventura Avenue
879 Santa Rosa, CA 95403

880 Failure to attend the mandatory pre-proposal conference shall render a proposal submitted by a
881 non-attendee to be deemed non-responsive, and the proposal from the non-attendee shall not
882 be considered for award. Proposers must provide a completed Form A – Communication Protocol,
883 by the close of the mandatory pre-proposal conference. Failure to do so will result in any response
884 submitted by that Proposer to be deemed non-responsive and their proposal shall not be
885 considered for award. Decisions on these matters by the SCWMA shall be final.

886 At the pre-proposal conference, representatives of the SCWMA will be available to answer
887 questions and explain the intent of this RFP. All questions or concerns raised during this meeting
888 must also be submitted in writing such that the SCWMA may respond to these questions in
889 Addenda to this RFP document. Proposers are specifically directed not to attempt to contact or
890 directly interact with any elected or appointed official on the SCWMA Board of Directors, Member
891 Agency Councils, or other elected bodies. Proposers are further directed not to attempt to contact
892 or directly interact with staff from any SCWMA Member Agencies.

893 Proposers are again cautioned that only interpretations of, or changes to, the RFP documents
894 received from the SCWMA in writing may be relied upon.

895 **After the pre-proposal conference, written questions submitted by Proposers that attended the**
896 **pre-proposal conference and received by the SCWMA no later than 11:00 a.m. PDT on**
897 **Wednesday, July 26, 2017, will be responded to in writing by the SCWMA.**

898 5.4 Preparation of Proposals

899 Seven (7) sets of the proposals (double-sided copies), all placed in binders with a cover indicating
900 the Proposer name and proposal title and number must be submitted. Proposers shall also
901 provide a digital copy of the complete proposal, with all proposal documents excluding cost forms
902 in one PDF file, and the complete cost forms in a separate **Microsoft Excel** file, on a USB
903 compatible memory drive. Additional copies may be requested by the SCWMA at its discretion.

904 All required original signatures must be in blue ink. All corrections made by the Proposer to any
905 part of the RFP document must be initialed in blue ink. Only one (1) proposal from any individual,
906 firm, partnership, or corporation under the same or different names will be considered.

907 Proposals by corporations must be executed in the corporate name by two (2) corporate officers.
908 The original RFP submitted must be signed as an original. One signature must be from the
909 chairman, president, or vice-president, and the other signature must be from the chief financial
910 officer, assistant treasurer, secretary, or assistant secretary. The corporate address and state of
911 incorporation shall be shown below the signature.

912 Proposals by partnerships must be executed in the partnership name and signed by a partner.
913 His/her title must appear under his/her signature, and the official address of the partnership must
914 be shown below the signature. No Proposer shall take exception to the specifications herein.
915 Proposals taking exception to the specifications may be rejected as non-responsive.

916 **5.5 Proposal Content**

917 In order to expedite the evaluation process, each proposal shall be organized in accordance with
 918 this Section as outlined in Table 4. Instructions for preparing each section of the proposal shown
 919 in the outline are given in the following subsections. Proposals that do not follow the specified
 920 format outlined below, or fail to provide the required documentation, may have their proposals
 921 rejected or they may receive lower scores during the evaluation process. In the event of any
 922 conflict between any of the proposal documents, resolution thereof shall be in the SCWMA’s sole
 923 discretion.

924 Proposers shall provide the information as requested and as applicable to the proposed services.
 925 Headings and section numbering utilized in the proposal shall be the same as those identified in
 926 Table 4. Proposals shall include the following information in the format indicated.

SECTION	TABLE 4
1	COVER LETTER
	PROPOSAL BOND
	PERFORMANCE BOND COMMITMENT LETTER
	TABLE OF CONTENTS
2	EXECUTIVE SUMMARY
3	QUALIFICATIONS
4	STATEMENT OF FINANCIAL QUALIFICATIONS
5	TECHNICAL PROPOSAL
6	FORMS
7	SERVICE EXCEPTIONS/ALTERNATIVES (if applicable)
8	APPENDIX

927 **5.5.1 Cover Letter, Proposal Bond, Performance Bond Commitment**
 928 **Letter, Table of Contents, Receipt of Addenda**

929 All proposals must be accompanied by a cover letter not exceeding the equivalent of two (2) pages
 930 and must include:

- 931 ▪ Name, address, telephone number, fax number, and email address of applicant’s key
 932 contact person;
- 933 ▪ Description of the type of organization (e.g. corporation, partnership, including joint
 934 venture teams and subcontractors) submitting proposals;
- 935 ▪ Name of the entity that will sign the Agreement, in the event one is awarded;
- 936 ▪ A written statement certifying that Proposer has examined, understood, and agreed
 937 to the Draft Agreement;

- 938 ▪ A written statement warranting that the requirements of the Agreement as described
939 in this RFP document, its enclosures, and all addenda, by listing all addenda and dates
940 received, and the seven (7) documents as listed on page 10 of this RFP, have been
941 thoroughly reviewed and the Proposer has conducted all due diligence necessary to
942 confirm material facts upon which the proposal is based;
- 943 ▪ A written statement acknowledging the validity of the proposal contents including
944 proposed tipping and pricing for a period of two hundred sixty (260) days; and
- 945 ▪ A written statement acknowledging that the Proposer will enter into the Agreement
946 with the SCWMA if selected as the SCWMA's Collection Service provider.

947 The following items must be appended to the cover letter:

- 948 ▪ Proposal Bond;
- 949 ▪ Performance Bond Commitment Letter;
- 950 ▪ Receipt of Signed Addenda;
- 951 ▪ Table of Contents; and
- 952 ▪ Executive Summary – Not to exceed four (4) pages. Must highlight the major elements
953 of the Proposer's qualifications and proposal, including a brief description of the
954 Proposer's initial schedule. All information must be provided in a concise manner.

955 5.5.2 Qualifications

956 **Key Staff Persons (including Proposer's Service Supervisor and Collection Service Manager**
957 **assigned to the SCWMA).** Proposers must identify each person and provide resumes for key staff
958 proposed for the service identified herein.

959 **Staff Responsibilities.** Proposers must provide names and resumes of principal officers, partners,
960 or other officials or managers who will be performing substantive responsibilities required under
961 the Agreement. Proposers must describe relevant technical experience of key personnel, and
962 their background in providing Organic Materials processing services.

963 **References.** Proposers must provide a minimum of four (4) clients that the SCWMA may contact
964 to conduct a reference check. The Proposer must be providing or have provided similar services
965 as requested herein to these references the within the last three (3) years.

966 **Conflict of Interest Statement.** Proposers must warrant that no gratuities have been or will be
967 offered or given by Proposer, or any agent or representative of the Proposer, to any officer or
968 employee of the SCWMA or any participant in the selection of a Proposer to furnish the services
969 described herein in order to secure a favorable treatment regarding the evaluation, scoring, and
970 Agreement award process.

971 **Litigation and Notice of Violation History.** The Proposer must provide a history for the last five
972 (5) years of all claims settlements, arbitrations, litigation proceedings, and civil actions involving
973 One Hundred Thousand Dollars (\$100,000) or more, and all criminal actions in which the
974 company, its parent company, subsidiaries, all partners, or principals were involved. For each
975 case, the Proposer must provide the following:

- 976 ▪ The name of the claim, arbitration, litigation or action;
- 977 ▪ The amount at issue or the criminal charges alleged; and
- 978 ▪ The resolution of the case.

979 The Proposer must also provide details of any current or threatened legal actions in California
980 against the Proposer or its parent company, subsidiaries, all partners, principals, or joint venture
981 company(ies) by a governmental entity contracting with the Proposer or its parent company for
982 services relating to solid waste management, or against such a government entity by the Proposer
983 or its parent company or joint venture company(ies). For each action, the Proposer must provide
984 the following:

- 985 ▪ The name of the action;
- 986 ▪ The court in which the action is pending;
- 987 ▪ The action number; and
- 988 ▪ The amount at issue.

989 The Proposer shall provide a list of all Notice of Violations and/or enforcement actions taken
990 against it during the last five (5) years by any regulatory agency such as, but not limited to, the
991 United States Environmental Protection Agency, Air Quality Management District, a Local
992 Enforcement Agency under the California Integrated Waste Management Act, or Cal/OSHA. The
993 list shall include the name of the regulatory agency and the date of the enforcement action and a
994 copy of any Notice of Violation. The Proposer shall inform the SCWMA if it has had a permit,
995 franchise, license, entitlements or business licenses that have been revoked or suspended in the
996 last five (5) years.

997 The Proposer must list any liquidated damages, administrative fines, charges, or assessments that
998 total Fifty Thousand Dollars (\$50,000) or greater in any one (1) calendar year during the last five
999 (5) years that have been paid by the Proposer to a public agency as a result of solid waste
1000 management services provided by Proposer. The list shall include the name of the public agency,
1001 the date and amount of the liquidated damages, administrative fines, charges, or assessments,
1002 and the reason the public agency assessed the liquidated damages, administrative fines, charges,
1003 or assessments.

1004 The Proposer must list any claims against a bid, proposal, or performance bond and the results
1005 and failure to receive a bid, proposal, or performance bond, or any contractual defaults or
1006 termination in the last fifteen (15) years.

1007 **5.5.3 Financial Qualifications**

1008 The Proposer must provide a written statement of its financial qualifications to perform the work
1009 described in this RFP. The statement must thoroughly describe and provide documentation of the
1010 Proposer's ability to secure financing for all trucks, facilities, other equipment and labor required
1011 to perform all services described in this RFP, as must include the total estimated amount of
1012 expense and financing that is expected to be incurred and utilized in performing the work.

1013 This statement must be accompanied by a letter from Proposer's bank/financial institution clearly
1014 stating that the Proposer has adequate assets and/or irrevocable line of credit that is sufficient to
1015 compensate for all capital costs, equipment costs, start-up costs, and a minimum of three (3)
1016 months' operating costs, and all required payments to the SCWMA.

1017 The Proposer must provide copies of audited financial statements for the entity that is proposed
1018 to sign the Agreement, for the most recent three (3) fiscal years. Audited financial statements
1019 should include: balance sheet, income statement, statement of changes, footnotes, and
1020 subsidiary schedules.

1021 In the event that a Proposer does not have audited financial statements, three years of business
1022 tax returns, with supporting schedules, may be provided. However, tax returns are not an

1023 alternative to providing audited financial statements; if the Proposer has audited financial
1024 statements, those must be provided.

1025 The SCWMA reserves the right to require submission by Proposer, at no cost to the SCWMA, an
1026 opinion by a Certified Public Accountant with regard to the financial status of such Proposer,
1027 including ownership of, or interest in, equipment and facilities prior to award of an Agreement.

1028 As is set forth in this RFP, the SCWMA will make reasonable efforts, but makes no representation,
1029 that it will be able to maintain total confidentiality of Proposer's financial information. A Proposer
1030 that submits financial information that it asks to have treated as confidential must submit a
1031 statement justifying the request, reference it in the proposal and label it as a separate
1032 attachment, clearly identifying it as confidential. At all times, the SCWMA will comply with the
1033 provisions of the California Public Records Act.

1034 5.5.4 Technical Proposal

1035 Proposers are required to provide a description of the manner in which the requested services
1036 are to be provided. The SCWMA will place significant emphasis on Proposer's proposed work plans
1037 during the evaluation process. The Technical Proposal will be Exhibit A to the Agreement.
1038 Contamination measurement methodology will be Exhibit F to the Agreement.

1039 Proposers shall provide a detailed Plan that may address needs as listed in Sections 1.4 and 3 of
1040 this RFP, and specifically must include:

1041 A. FACILITY

- 1042 ▪ Whether the Proposer is proposing to provide short-term (3-year base term) or long-
1043 term (10- to 20-year base term) Organic Materials Processing Services, as described
1044 in detail in Section 3 of this RFP;
- 1045 ▪ The name and owner of the proposed facility, and location of the facility;
- 1046 ▪ Detailed description of technology that will be utilized and/or processing operating
1047 plan, and business plan/model including flow necessary to operate;
- 1048 ▪ For long-term facilities, a detailed schedule and plan for planning, obtaining all
1049 necessary permits (list which permits are necessary to operate this facility, and list
1050 the expected date for receipt of all necessary permits, by permit) and construction,
1051 start date of operation and start date that SCWMA Organic Materials may be
1052 delivered;
- 1053 ▪ For long-term facilities, indicate whether a facility using an equivalent technology has
1054 been permitted within the United States and California;
- 1055 ▪ Anticipated recovery rates for the facilities. **Note that post processing residual must**
1056 **be ten percent (10%) or less by weight as measured by outbound tons on a quarterly**
1057 **basis;**
- 1058 ▪ Operating limitations of facility, including whether a scale house will be provided or
1059 weighing services acquired through separate agreements with other entities;
- 1060 ▪ Material types accepted (please use the terms provided in Section 3.3);
- 1061 ▪ Hours of operation;
- 1062 ▪ Assessment of site conditions, potentially including but not limited to those listed
1063 below. Proposers must demonstrate to the satisfaction of SCWMA that the proposed
1064 facilities will be able to acquire all necessary land use and other permits to operate,

- 1065 and the types of site conditions listed below are anticipated to be required by those
1066 permitting agencies:
- 1067 ○ Seismic;
 - 1068 ○ Floodplains;
 - 1069 ○ Wetlands;
 - 1070 ○ Endangered Species Habitat;
 - 1071 ○ Unstable Soils;
 - 1072 ○ Major Aquifer Recharge Areas;
 - 1073 ○ Depth to Groundwater;
 - 1074 ○ Permeable Strata and Soils;
 - 1075 ○ Non-attainment Air Areas;
 - 1076 ○ PSD Air Areas;
 - 1077 ○ Private land;
 - 1078 ○ Proximity to Major Transportation Routes, Development, Public
1079 Services, Recreational, Cultural, or Aesthetic Areas, Airport Zones,
1080 and Waste Stream; and
 - 1081 ○ Appropriate Zoning.
- 1082 ■ Please provide plan for, and evidence of the ability to provide for, the following
1083 documents which will be required for facility permitting. This proof may be in the
1084 form of documents prepared for other facility permits:
- 1085 ○ Site plan in conformance with requirements for facility permit (may
1086 be draft);
 - 1087 ○ Report of Facility Information including odor impact mitigation plan
1088 if and as required through the permitting process (may be draft);
 - 1089 ○ Runoff management plan (may be draft);
 - 1090 ○ Erosion and sediment control plan (may be draft);
 - 1091 ○ Noise control plan (may be draft);
- 1092 ■ Proposer will provide SCWMA with a clear protocol for how different material types
1093 will be managed at various stages of processing, to ensure that no material is stored
1094 on site for longer than allowed under permits;
- 1095 ■ Describe a protocol, including a contamination threshold, surcharge, and
1096 methodology for identifying reject-able loads at the scale house. Such contamination
1097 monitoring must be accompanied with detailed recordkeeping that is maintained at
1098 all times on site (will be Exhibit C to executed Agreement);
- 1099 ■ Describe plan for “overs” management – note that “overs” from Organic Materials
1100 Processing must not be used as ADC or for beneficial reuse purposes;
- 1101 ■ Ability of facility to produce high quality end products for use in Sonoma County (note
1102 that compost must be must be CDFA-approved). Selected Proposer’s responses will
1103 be used as Exhibit D to the executed Agreement:

- 1104 ○ Describe methodology for meeting consumer standards;
- 1105 ○ Anticipated quality of finished soil amendment or compost material
- 1106 with detailed plan for maintaining finished product quality;
- 1107 ○ Detailed marketing plan, including detailed description of public
- 1108 outreach and education to educate the public about the availability
- 1109 of and promoting the use of high quality finished products in Sonoma
- 1110 County;
- 1111 ○ Plan for contingencies for changes in markets, and the average
- 1112 dollar/ton anticipated to be received for the sale of compost or other
- 1113 outgoing material from facility;
- 1114 ○ Finished product lines, including high and low nitrogen composts,
- 1115 types of mulch products and the projected quantities of each, as well
- 1116 as detailed specifications to be used for each finished product line
- 1117 which should be at least as specific and stringent as the U.S.
- 1118 Composting Council Seal of Testing Assurance; and
- 1119 ○ Percentage of products meeting organic certification standards.
- 1120 ■ Describe how facility can provide flexibility including the ability to adapt to changing
- 1121 regulatory environment and advancements in technology;
- 1122 ■ Ancillary description of information provided in Form F (instructions for filling out
- 1123 Form F can be found in Sections 3.10 and 5.5.5 of this RFP):
- 1124 ○ The anticipated permitted capacity of facility and the ability to
- 1125 accommodate the SCWMA's needs over the term;
- 1126 ○ The proposed tonnage range that will be accepted at the facility; and
- 1127 ○ The term length(s) that are being proposed (which should be in
- 1128 alignment with the provided Forms F-1, F-2, and F-3; for example, if
- 1129 proposing a 10-year and 15-year term, and not a 20-year term, Forms
- 1130 F-2 and F-3 should be filled out, and Forms F-1 and F-4 should be left
- 1131 blank);
- 1132 ■ Efforts to minimize future litigation. Outline any potential legal issues, such as flow
- 1133 control, that could lead future litigation; and
- 1134 ■ Provide detailed description of proposed approach to accepting non-SCWMA Organic
- 1135 Materials from other parties, including self-hauled loads of Organic Materials.
- 1136 B. SAFETY
- 1137 ■ Staffing safety requirements;
- 1138 ■ Approach to worker health and safety in the performance of all duties;
- 1139 ■ Contamination and Hazardous Waste management protocol; and
- 1140 ■ Health and safety management procedures.
- 1141

- 1142 C. REPORTING
- 1143 ▪ Provisioning for the detailed reporting as required by the Draft Agreement for Organic
1144 Materials Processing Services, including a description of how such data will be
1145 collected and reported;
- 1146 ▪ Method used to track tonnage delivered, stored, processed, marketed, beneficially
1147 reused, and residue disposed, as required by the Agreement and delineated in Section
1148 3.9 of this RFP; and
- 1149 ▪ Process for reporting complaints and dispute resolution to the SCWMA.
- 1150 D. OPERATIONS
- 1151 ▪ Scale procedures;
- 1152 ▪ Unloading and turnaround time;
- 1153 ▪ Tipping procedures for incoming loads;
- 1154 ▪ Load checking program;
- 1155 ▪ Fuel type used for on-site equipment; and
- 1156 ▪ Labor discussions (lockouts/strikes), agreement terms and history.
- 1157 E. SUSTAINABILITY
- 1158 ▪ The response must detail efforts to minimize and mitigate climate impacts. Details
1159 should include efforts to:
- 1160 (a) Minimize equipment emissions;
- 1161 (b) Maximize methane recovery;
- 1162 (c) Minimize unprocessed organics; and
- 1163 (d) Purchase energy from renewable sources or carbon credits.
- 1164 ▪ The response must detail efforts to minimize environmental and other impacts on
1165 host communities;
- 1166 ▪ Environmental Stewardship (all environmental management policies and activities
1167 related to the proposed activities should be described, including the use of alternative
1168 fuel vehicles, use of recycled products throughout operations, internal waste
1169 reduction and reuse protocol, water and resource conservation activities within
1170 facilities (design, construction and operation), compliance with laws governing E-
1171 Waste, HHW, and U-Waste, and use of non-toxic products when possible);
- 1172 ▪ Describe the net energy usage of the facility. Energy consumption in the processing
1173 less the energy if any fuels produced;
- 1174 ▪ Use of local vendors; and
- 1175 ▪ Innovative “green” approach to providing services.
- 1176 Proposers shall also indicate whether they will offer a Compost Giveaway program, the volume
1177 proposed to be offered, and any other related information.

1178 5.5.5 Forms

1179 Proposers must provide a copy of Form A of Section 6 (Attachment C) by the close of the
1180 MANDATORY pre-proposal meeting, and Proposers must complete Forms B-G of Section 6
1181 (Attachment C), in the order they are listed in Section 6, with their proposals. Proposers shall use
1182 only the forms and format provided. Any deviation from those provided may be grounds for
1183 rejection of the entire proposal.

1184 Proposers shall use only the forms and format provided. Any deviation from those provided may
1185 be grounds for rejection of the entire proposal. If a Proposer is proposing more than one potential
1186 Organic Materials Processing Facility, the Proposer must complete one set of forms for each
1187 Organic Materials Processing Facility proposed.

1188 Proposers must submit Form F (Attachment D) using the provided Excel spreadsheet. Form F may
1189 also be provided in PDF form within the text of the proposal, and should be printed and submitted
1190 with the hard copy proposal. Instructions for filling out Form F can be found in Sections 3.10 and
1191 5.5.5 of this RFP.

1192 5.5.6 Proposal Service Alternatives and Agreement Exceptions

1193 Proposers may submit alternatives to the services listed in this RFP, or exceptions to the
1194 Agreement language. **However, Proposers must propose on all required services as included in**
1195 **this RFP or their proposal will be rejected as being non-responsive.** If service alternatives or
1196 Agreement exceptions are presented, as provided for in this section of the RFP, they must be
1197 included as an attachment to the proposal and must contain the price of the service alternatives
1198 using the forms provided in Section 6 of this RFP (Attachment C), and must include specific
1199 language necessary for inclusion in the Agreement.

1200 Each Agreement exception must be presented by stating:

- 1201 1. The specific exception;
- 1202 2. The page and line numbers of the exception
- 1203 3. The suggested changes to the program related to the exception
- 1204 4. The suggested changes in the Agreement language related to the exception; and
- 1205 5. The manner in which the proposed change would benefit the SCWMA, the Service
1206 Recipients or both.

1207 **Please note that the SCWMA has no obligation to accept any proposed service alternative or**
1208 **Agreement exception.** Proposals will be evaluated based on the required services and Agreement
1209 language as set forth in this RFP.

1210 5.5.7 Appendix

1211 Proposers may provide any additional technical information (i.e. only information specifically
1212 related to equipment of services to be provided) that they believe to be applicable to this proposal
1213 and include such information as an appendix. Proposers are discouraged to include marketing
1214 material, education and outreach material or other additional information not related to the
1215 equipment or services to be provided.

1216 **5.6 Evaluation of Proposals**

1217 Those proposals that have passed the initial “Pass/Fail” review described below will be evaluated
1218 and scored by the Evaluation Team, which may consist of the SCWMA staff members, the SCWMA
1219 Board members, and Member Agency staff, based on the following evaluation criteria:

- 1220 ▪ Proposer Qualifications (e.g. experience, past practices, references, litigation history,
1221 proven track record of maximizing landfill diversion);
- 1222 ▪ Feasibility of Proposal (e.g. technical approach, processing technology, landfill
1223 diversion ability, GHG impacts, standards of finished products, marketing plan for
1224 finished products, demonstrated ability to effectively acquire all necessary operating
1225 permits, demonstrated ability to comply with CEQA and produce all necessary
1226 environmental impact assessments);
- 1227 ▪ Compatibility of Proposal with overall SCWMA needs (e.g. how SCWMA, in its sole
1228 determination, can best serve the needs of its Member Agencies, residents and
1229 businesses by selecting the mix of Proposals);
- 1230 ▪ Degree to which Proposal meets SCWMA’s desire to see high quality compost/soil
1231 amendment finished products widely available for purchase and use in Sonoma
1232 County, as described in detail in Proposer’s marketing plan;
- 1233 ▪ Per Ton Tipping Rates for Organic Material categories and annual tonnages.

1234 The results of the evaluation process will be presented to the SCWMA Board for direction on the
1235 next steps in the evaluation, negotiation, and selection process. In determining and evaluating
1236 the best proposal, the prices will not necessarily be controlling, but quality, efficiency, utility,
1237 general terms, delivery, suitability of the service offered, and the reputation of the service in
1238 general use will also be considered, with any other relevant factors deemed appropriate by the
1239 SCWMA. Site visits may be conducted to proposed or existing sites operated by Proposers as part
1240 of the evaluation process.

1241 **5.6.1 Pass/Fail Review**

1242 A panel of the SCWMA staff members and such other parties as the SCWMA deems necessary,
1243 will conduct an initial “Pass/Fail” review of all proposals submitted to check for completeness
1244 and compliance to the proposal requirements. Proposals that have been determined to be
1245 complete and in compliance with the proposal requirements will undergo further evaluation.
1246 Proposals that are not complete or are not in compliance with the submittal requirements may
1247 be disqualified from further evaluation and will be returned to the Proposer (See Form L).
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1250 **6 PROPOSAL FORMS**

1251 Provided as Attachment C: RFP Section 6 Forms Word and Attachment D: RFP Section 6 Forms
1252 Excel.

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