



**March 4, 2014**

**REQUEST FOR PROPOSALS  
FOR  
OPERATION OF HOUSEHOLD HAZARDOUS WASTE  
PROGRAMS  
FOR THE  
SONOMA COUNTY WASTE MANAGEMENT AGENCY**

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**Proposals due 3:00 p.m. on April 7, 2014**

**Submit proposal to:**

Lisa Steinman, Waste Management Specialist  
Sonoma County Waste Management Agency  
2300 County Center Drive, Suite B100  
Santa Rosa, CA 95403

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# 1. INTENT AND BACKGROUND

## 1.1 Definitions

This section contains definitions that are used throughout this RFP.

<b>AGENCY:</b>	The Sonoma County Waste Management Agency, a joint powers authority composed of the County of Sonoma and the nine incorporated jurisdictions within Sonoma County: Cloverdale, Cotati, Healdsburg, Petaluma, Rohnert Park, Santa Rosa, Sebastopol, Sonoma, and Windsor.
<b>AGENCY REPRESENTATIVE</b>	Agency Representative shall mean a person or persons assigned by the Agency to manage or oversee the Program.
<b>CALRECYCLE</b>	CalRecycle shall mean The California Department of Resources Recycling and Recovery.
<b>CENTRAL DISPOSAL SITE</b>	Central Disposal Site shall mean the County of Sonoma's Central Disposal Site, located at 500 Mecham Road, Petaluma, California, which is comprised of approximately 398 acres and includes the Central Landfill and the Central Transfer Station in addition to other operational facilities for composting, household hazardous waste, reuse, and recycling.
<b>CESQG</b>	CESQG shall mean a conditionally exempt small quantity Generator or commercial source which meets the criteria for conditionally exempt small quantity Generators as specified in Section 261.5 of Title 40 of the Code of Federal Regulations (Section 25218.1(a) of the California Health and Safety Code).
<b>CHEMIST</b>	An individual with a Bachelors degree in chemistry or related science or a minimum of three years of field experience and appropriate training
<b>CONTRACT</b>	Exhibit C of this RFP
<b>CONTRACTOR</b>	Contractor shall mean Hazardous Waste Contractor
<b>COUNTY:</b>	County shall mean the County of Sonoma, a political subdivision of the State of California.
<b>CUPA</b>	The Central Unified Project Agency (CUPA) is the local regulatory agency responsible for regulating the HHW Facility and Mobile Program and enforcing all applicable regulations for the operation of the HHW Facility and Mobile Program collections.
<b>DIRECTOR</b>	Director shall mean the Agency's Executive Director.
<b>DOOR-TO-DOOR</b>	

**COLLECTION SERVICE**

Door-to-Door Collection Service shall mean service consisting of travel to specified location and pickup and hauling of HHW or CESQG waste to the permanent HHW Facility. This service is currently named the Toxic Rover and services residents only.

**DTSC**

DTSC is the Department of Toxic Substances Control, the State regulatory agency for hazardous waste.

**EFFECTIVE DATE**

Effective Date shall mean the date of Agreement

**EMERGENCY RESPONSE AGENCIES**

Emergency Response Agencies shall mean agencies associated with the Agency or its member jurisdictions that respond to emergency Hazardous Waste incidents within Sonoma County.

**EMERGENCY RESPONSE WASTE**

Emergency Response Wastes shall mean wastes delivered to the HHW Facility from Emergency Response Agencies for purposes of storage and/or disposal.

**GENERATOR**

Generator shall mean the party responsible for any specified Hazardous Waste as defined below.

**HAZARD CLASS**

Hazard Class shall mean the category of hazard assigned to a hazardous material under the definitional criteria of part 178 of 49 C.F.R. Ch.1 and the provisions of the §172.101 Table in such subchapter.

**HAZARDOUS WASTE**

Hazardous Waste shall mean any substance, chemical, waste or other material which is listed, defined or otherwise identified as "hazardous" or "toxic" under any federal, state, local or administrative Agency ordinance or any regulation, order, rule or requirement adopted thereunder, or law or any material that because of its quantity, concentration, or physical or chemical characteristics, poses a significant, present or potential hazard to human health or safety or to the environment if released into the environment, as well as any formaldehyde, polychlorinated biphenyl, petroleum, petroleum product or by-product, crude oil, natural gas, natural gas liquids, liquefied natural gas or synthetic gas usable for fuel or mixture thereof, radon, asbestos, and "source," "special nuclear" and "by-product" material as defined in the Atomic Energy Act of 1985 (42 U.S.C. Section 3011 et seq.) and California's Hazardous Waste Control Law (HWCL).

**HAZARDOUS WASTE LOAD CHECK PROGRAM**

Hazardous Waste Load Check Program shall mean the Hazardous Waste load checking program in operation at the Central Disposal Site and the transfer stations located in Sonoma County.

**HAZCATTING or**

<b>HAZCAT</b>	HazCatting shall mean the process by which the Hazard Class of unknown wastes are identified.
<b>HEALTH AND SAFETY CODE (H &amp; SC)</b>	California Health and Safety Code and its implementing regulations.
<b>HISTORICAL CLEAN-OUTS</b>	Historical Clean-outs are one time amnesty opportunities for businesses to clean-out accumulation of hazardous waste without incurring penalties or losing their CESQG status. Historical Clean-outs are limited to 1,000 kilograms. Historical Clean-outs can be requested in permit variances for CESQG door-to-door collection programs, but are not addressed in law or regulation.
<b>HOUSEHOLD HAZARDOUS WASTE (HHW)</b>	Household Hazardous Waste shall mean any Hazardous Waste generated incidental to owning or maintaining a place of residence. Household Hazardous Waste shall not include any waste generated in the course of operating a business concern at a residence.
<b>HOUSEHOLD HAZARDOUS WASTE (HHW) FACILITY</b>	HHW Facility shall mean the Permanent Household Hazardous Waste Collection Facility located at the Central Disposal Site.
<b>HOUSEHOLD TOXICS FACILITY</b>	Household Toxics Facility shall mean an alternate name for the Permanent Household Hazardous Waste processing Facility located at the Central Disposal Site.
<b>LEGAL REQUIREMENTS</b>	Legal Requirements shall mean all applicable local, state and federal laws, ordinances, rules, regulations, codes and orders, as may be amended from time to time, including, but not limited to, the California Hazardous Waste Control Law ("HWCL") (Cal. Health & Safety Code §25100 <u>et seq.</u> ), the provisions of the HWCL related to small quantity Generators (Cal. Health & Safety Code §25218 <u>et seq.</u> ), All regulations implementing the HWCL, including but not limited to: 22 C.C.R. §66001 <u>et seq.</u> ; the California Occupational Safety and Health Act (Cal. Labor Code §6300 <u>et seq.</u> ); the Federal Occupational Safety and Health Act (29 U.S.C. §651 <u>et seq.</u> ); Federal Resource Conservation and Recovery Act (42 U.S.C. §6901 <u>et seq.</u> ); and all Department of Transportation Regulations relating to hazardous materials (Subtitle B, Chapter I, Subchapter C of Volume 49 of the Code of Federal Regulations).
<b>MOBILE PROGRAM</b>	Mobile Program shall mean weekly hazardous waste collection events using a vehicle specially equipped to handle Household Hazardous Waste, in accordance with all Legal Requirements, held at Mobile

Program Sites with up to ninety (90) participants per event. This program is currently named Community Toxics Collections (CTC) and services both residents and businesses.

**MOBILE PROGRAM SITE(S)**

Mobile Program Site shall mean the location of a temporary Hazardous Waste collection event that is operated in conjunction with the HHW Facility.

**MOBILE PROGRAM VEHICLE**

Vehicle(s) that is (are) licensed to haul hazardous waste and safety equipment to offer temporary hazardous waste collection events to other areas of the County in conjunction with the permanent HHW Facility. Waste collected by the Mobile Program Vehicle must be transported to the permanent HHW Facility for consolidation and proper disposal as designated by the HHW program.

**OPERATOR**

The successful Proposer who enters into a contract with the Agency.

**PAINTCARE**

PaintCare Inc. a non-profit (501(c)(3) organization, established by the American Coatings Association to implement California's Paint Stewardship Law.

**PBR NOTIFICATION**

A PBR Notification is a Permit-by-Rule Notification. Since a PBR Permit does not require an application and approval process by the State, a PBR Notification is accepted in lieu of an application to inform the State and CUPA that a facility is in operation. Each Mobile Program collection site requires a PBR Notification.

**PBR PERMIT**

PBR permit is a Permit-by-Rule Permit required for HHW facilities under CCR, Title 22. Each Mobile Program collection site requires a PBR Permit.

**PROGRAM**

Program shall mean the Agency's Household Hazardous Waste program for the handling and processing of Household Hazardous Wastes and Hazardous Wastes received from Residents, CESQG's, through the Door-to-Door Collection Services and Mobile Program, the Hazardous Waste Load Check Programs and emergency response waste.

**RESIDENT**

Resident shall mean an individual or individuals that live in Sonoma County. For purposes of this Agreement, Resident implies an individual bringing waste generated from personal use and not in the course of a business venture, even if the business venture is housed within the Resident's home.

**RFP**

Request for Proposals

**REUSE WAIVER**

A reuse waiver shall mean a waiver of liability specifically designed for use by the reuse program.

<b>VARIANCE</b>	A variance grants a permit holder special permission to operate outside the standard regulations set forth for a Permit within the limits set forth in the variance. Variances, for the purpose of this Agreement, are granted by DTSC and include, but are limited to, the Door-to-Door Collection Service variances and the CESQG transportation variance.
<b>TSDF</b>	TSDF shall mean a treatment, storage or disposal facility that is permitted by the appropriate agencies to take and manage Hazardous Waste.

**1.2 Overview of Requested Services**

The Sonoma County Waste Management Agency (AGENCY) is seeking proposals from a Contractor to operate a HHW Facility, accompanying weekly Mobile Program and a Door to Door Collection Service, Hazardous Waste Load Check Program, provide CESQG services, and handle emergency response wastes. The Contractor will be required to receive, package, treat, store, and dispose of HHW and CESQG wastes. The contract for services being sought under this RFP will be between the successful Proposer and the AGENCY.

The AGENCY intends to award an approximate thirty-two (32) month contract, for the period of July 1, 2014 through February 11, 2017.

The AGENCY, formed in April 1992, is the joint powers authority of the nine incorporated cities and the County of Sonoma. The AGENCY’s original agreement was for 25 years. Thus, unless renewed or extended, the AGENCY agreement will sunset in February 2017. The mission of the AGENCY is waste diversion required by State law AB939. The AGENCY’s programs include household hazardous waste, composting, wood waste recycling, planning and education.

Sonoma County, located on the northern coast of the U.S. state of California, is the largest and northernmost of the nine San Francisco Bay Area counties. Its population at the 2010 census was 483,878.

The AGENCY, acting on behalf of a joint powers agreement between nine cities and the County of Sonoma, is the entity responsible for the implementation of household hazardous waste programs to eliminate improper disposal of hazardous wastes. The current parties to the joint powers agreement are:

- |                    |                      |
|--------------------|----------------------|
| City of Cloverdale | City of Cotati       |
| City of Healdsburg | City of Rohnert Park |
| City of Petaluma   | City of Santa Rosa   |
| City of Sebastopol | City of Sonoma       |
| Town of Windsor    | County of Sonoma     |

The AGENCY is seeking contractors to provide proposals based on an established contract, Exhibit C Form of Agreement. Proposers must provide a cost proposal on the Contract as written to be considered to have submitted a complete proposal. Exhibit A: Outline of Scope of Services will define the scope of services for this RFP.

The HHW Facility is located at the Central Disposal Site. The AGENCY has a license agreement for the use of the premises where the HHW Facility resides with the County of Sonoma (Exhibit F: License Agreement for Use of County Facilities with Site Map). All capital improvements will be provided and owned by the County of Sonoma, through its Department of Transportation and Public Works, Integrated Waste Division (IWD).

The HHW Facility provides services for Sonoma County residents and CESQG businesses. The HHW Facility is open to the public Thursdays, Fridays, and Saturdays, excluding holidays observed by the Central Disposal Site (i.e., New Years, Independence Day, Labor Day, Thanksgiving and Christmas). CESQG businesses are provided services, by appointment only, on Tuesdays and Wednesdays. The HHW Facility Operator shall provide all the labor necessary to run the program.

The HHW Facility Operator shall also be responsible for the accompanying Mobile Program, Door to Door Collection Service, and Hazardous Waste Load Check Program. All requirements are included in Exhibit C: Form of Agreement.

Currently, approximately 24,323 customers are utilizing the HHW Facility and accompanying Mobile Collection and Door to Door programs.

**Fiscal Year 12/13 Participation**

<b>Program</b>	<b>Participation</b>
Household Toxics Facility	21,942
Mobile Collection Program (Community Toxics Collections)	1,997
Door to Door (Toxic Rover)	93
Conditionally Exempt Small Quantity Generator Program (CESQG)	291
Total	24,323

The HHW Facility Operator will have several different responsibilities:

- Collect household hazardous waste from residents at the HHW Facility;
- Collect hazardous waste from conditionally exempt small quantity generator businesses (CESQG) at the HHW Facility;
- Operate a reuse depot for reusable hazardous products, including bulked latex paint, latex and oil base paint, received through the HHW Facility;
- Operate a weekly Mobile Program for residents and CESQGs;
- Collect load check wastes from the Central Disposal Site and all four County transfer stations (see Exhibit G for locations);
- Operate a Door-to-Door Collection Service;
- Accept emergency response wastes collected by emergency response agencies in Sonoma County;
- Educate the public about safer alternatives to toxic products.

The AGENCY is dedicated to the waste management hierarchy and shall require the Operator to maximize the reuse program’s potential as described in the Contract Exhibit C. Additionally, the Operator shall be required to implement cost saving handling methods as opportunities arise or more efficient methods are discovered. One of the key attributes the AGENCY seeks for the Operator is a willingness to optimize the amount of waste that can be managed within the existing budget constraints.

HHW historical and collection data in Exhibit E and participation data have been provided to assist PROPOSERS in understanding the potential waste volumes, waste streams, and program participation.



Quantities listed in Exhibit E are not be construed as a commitment. No minimum or maximum is guaranteed or implied.

**All data and information furnished by the AGENCY or referred to in this RFP are furnished for the PROPOSERS's convenience. The AGENCY does not guarantee that such data and information are accurate and assumes no responsibility whatsoever as to their accuracy or interpretation. PROPOSERS shall satisfy themselves as to the accuracy or interpretation of all such information or data.**

A Pre-Proposal tour for Potential PROPOSERS interested in touring the HHW Facility will be held on **Friday March 14, 2014, from 10:00 a.m. to 12:00 a.m.**, at the following address:

Central Disposal Site, Household Toxics Facility (Bldg. 5), 500 Mecham Road, Petaluma, California, 94952

Exhibit A will define the key parameters and Scope of Services requested by the AGENCY for this RFP.

### **1.3 Responsibility of AGENCY**

The AGENCY will provide the following:

- A. AGENCY shall provide the building for HHW operations.
- B. AGENCY shall maintain EPA identification numbers for the HHT Facility and sites used for the Mobile Program.
- C. AGENCY shall act as the generator for hazardous waste.

## **2. GENERAL INFORMATION**

The general guidelines for preparing a response to this RFP are explained in this section.

### **2.1 Questions**

All questions pertaining to this RFP must be directed to:

Lisa Steinman, Waste Management Specialist  
Sonoma County Waste Management Agency  
2300 County Center Drive, Suite B100  
Santa Rosa, CA 95403  
fax: 707/565-3701 e-mail: Lisa.Steinman@sonoma-county.org

Questions must be submitted no later than 3:00 p.m. on **March 24, 2014**; no response will be made to questions submitted after this date. An addendum to this RFP will be prepared in response to any questions received. The PROPOSER is solely responsible for providing their email address and fax number by **March 24, 2014** to the contact above so that the addendum can be circulated as soon as available. The AGENCY cannot assure that every entity receiving a RFP will receive the addenda. All addenda shall become part of the Agreement documents, and all PROPOSERS are bound by such addenda, whether or not received by the PROPOSER.

### **2.2 AGENCY Contact for Information**

All requests for additional information regarding this RFP should be directed to the AGENCY's Waste

Management Specialist, noted above. Do *not* directly contact other AGENCY staff or members of the Board of Directors. Individuals or organizations that do so may be disqualified from further consideration. AGENCY will recognize only those responses to inquiries issued in writing by AGENCY in Addendum form as binding modifications to this RFP.

### **2.3 Appeals Process**

Should any PROPOSER dispute the AGENCY's determinations and findings during the RFP process, such PROPOSER shall give the AGENCY written notice of the matter in dispute within five (5) days of PROPOSER's first knowledge of the decision or determination. The PROPOSER shall thereafter, within ten (10) days of PROPOSER's first knowledge of the AGENCY decision or determination in dispute, provide AGENCY with a complete and comprehensive "Statement of Dispute" that discusses all the reasons why the PROPOSER disputes the AGENCY's determination or decision and submit all documentary evidence relied on by the PROPOSER. The Statement of Dispute must meet the following conditions and requirements:

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

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

### **2.4 Confidentiality**

AGENCY has made a determination in accordance with Section 6255 of the Government Code that all Proposals submitted in response to this RFP shall not be made public by AGENCY until the time AGENCY is considering award of a contract for the services. In addition, AGENCY has made a determination in accordance with Section 6255 of the Government Code that all PROPOSER proprietary financial information which is specifically identified by the PROPOSER as "confidential" shall not be made public by AGENCY and shall be returned to each PROPOSER, unless otherwise required by law. In the event a PROPOSER wishes to claim other portions of its proposal exempt from disclosure under the Public Records Act, it is incumbent upon PROPOSER to clearly identify those portions with the word "confidential" printed on the lower right-hand corner of the page, along with a written justification as to why such information should be exempt from disclosure. Blanket designations of "confidential" shall not be effective. However, AGENCY will make a decision based upon applicable laws. AGENCY shall notify PROPOSER of any requests for disclosure under the Public Records Act. If the PROPOSER wishes to prevent the disclosure of such material, the PROPOSER shall bear the sole burden of seeking review in a court of competent jurisdiction. In addition, PROPOSER shall defend and indemnify AGENCY from any claims and/or litigation relating to a claim of confidentiality.

Proprietary or confidential data must be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. The cost of services shall not be designated as proprietary or confidential information.

### **3. INSTRUCTIONS TO PROPOSERS AND PROCEDURES FOR SUBMITTAL**

#### **3.1 Submittal Rules**

Proposals must be presented in accordance with the information requested in Section 4, Proposal Requirements. Other relevant information that the PROPOSER feels is appropriate may be included. The following rules shall apply:

1. All proposals shall be submitted in writing and be in accordance with the requirements of this Request for Proposals. No facsimile or emailed proposals will be accepted.
2. Three (3) copies of the proposal shall be submitted to the AGENCY no later than **3:00 p.m.** on the time clock located at 2300 County Center Drive, Suite B100, Santa Rosa, California, on **April 7, 2014**. The package of proposals must be clearly labeled on the outside with the name and the address of the firm submitting the proposal with the words: "Operation of Household Hazardous Waste Programs" in the address. One of the copies of the proposal shall be unbound to allow for ease of copying. Proposals must be addressed and delivered to the AGENCY contact found in Section 2.1 above.
3. PROPOSERS shall label one of the copies "Original", which shall govern in the event of any inconsistency among copies of the proposal. This original copy shall be bound.
4. Each proposal shall be printed on 8 1/2" by 11" paper, double-sided where appropriate, or if larger paper is required, it must be folded to 8 1/2" by 11". Paper should be at least 30% post-consumer recycled content.
5. Each proposal shall include all information required by this RFP and any subsequent addenda.
6. Proposals received after the required submittal date will be rejected and will be returned unopened. The AGENCY will not, in any manner, be liable or responsible for any late delivery of proposals.

#### **3.2 Evaluation Process**

The AGENCY shall evaluate each proposal. All determinations with regard to the evaluation of proposals will be at the sole discretion of the AGENCY. Each proposal shall first be evaluated for completeness and for compliance with the requirements of this RFP. The AGENCY will then evaluate the benefit of the proposed services described in the proposal to the AGENCY and its citizens.

The objective of the AGENCY is to determine the best option for operation of the household hazardous waste programs.

To this end, the AGENCY shall consider all relevant factors, including, but not limited to:

- Direct costs
- Proposer's qualifications, experience, regulatory compliance, and safety record
- References from existing or prior clients
- Proposers financial stability
- Disposal Methods

- Any indirect costs, benefits, or risks arising out of the Proposal that directly or indirectly impact the AGENCY's constituents.

Exhibit C is a draft Agreement which governs the operation of the HHW Facility, and accompanying programs. All PROPOSERS are to provide a cost proposal based on the Agreement as written. Any issues that a PROPOSER wishes to negotiate in the Contract are to be addressed in this section of the proposal. Any substantive changes would be considered an alternative proposal and require a secondary cost proposal. Issues not raised in the proposal will not be negotiated by the AGENCY, including both operational issues and contract language. Please be precise about preferred language and provide an accompanying justification for any modifications.

Should a PROPSER feel that an operational or cost efficiency is possible if the Contract is modified in some substantial way, then PROPOSER may provide an alternative proposal. An alternative proposal shall include: 1) justification; 2) proposed contract language; and 3) a complete cost proposal. Examples of substantial changes include, but are not limited to: 1) change in staffing levels; and 2) modifications to the mobile program, door to door services, load check program, CESQG program or emergency response waste acceptance.

An alternative proposal cannot replace a proposal on the contract as written. An alternative proposal will be accepted only if a PROPOSER has submitted a proposal on the Contract as written.

PROPOSERS shall complete the cost proposal form provided as Exhibit D. PROPOSERS should not leave any blanks on the cost form; any blank should have a footnoted explanation. Please use footnotes when necessary to clarify or qualify information provided. PROPOSERS may provide costs for as many disposal methods as the PROPOSER is willing to provide for a single waste category. Providing accurate average weights per container will be key to a successful proposal. To substantiate the average weights used, PROPOSERS are to attach three (3) manifests from other Household Hazardous Waste programs that the PROPOSER operates. Manifests MUST be legible and dated prior to March 4, 2014. PROPOSERS should clearly indicate whether averages are based on estimates or averages of weighed containers. Also, provide a sample certificate of disposal/recycling.

The AGENCY will evaluate the cost for services requested in the Proposal, including all components of the service fee and other relevant factors including, but not limited to, all costs, benefits and risks to the AGENCY and its constituents that may be associated with the proposed services.

The AGENCY may request "Best and Final" offers based on an improved understanding of the offers or changes in the scope of services to be provided. The AGENCY reserves the right to reject any or all Proposals and to award an Agreement or Agreements to the PROPOSER(s), which, in the AGENCY's judgment, will best serve the needs of the citizens of Sonoma County. Award may be made to the PROPOSER who attains the highest overall score.

The criteria to be used in the evaluation of proposals are as follows:

	<b>EVALUATION CRITERIA</b>	<b>Weight</b>
1.	<u>Completeness of Response</u> Did Proposer meet all the requirements in the RFP	Pass or Fail
	<b>Technical Merits</b>	
2.	<u>Qualifications of Firm, Safety Record, Compliance, Experience, References</u> Contractor's proposal demonstrates understanding of the RFP and the Contract and that the firm possesses the qualifications	40%

	<p>and experience necessary to provide the required services listed in the RFP</p> <p>Regulatory compliance, including results of annual facility inspections, paperwork compliance, etc</p> <p>History of providing similar services to comparable entities with a high level of customer service. (Quality of work)</p> <p>References from existing or prior clients</p>	
3.	<p style="text-align: center;"><u>Disposal Methods</u></p> <p>Availability of preferred disposal methods e.g.: types of materials planned for reuse and recycling over waste treatment or disposal options according to the hierarchy included in the RFP <u>Exhibit D: Cost Proposal Form</u>. The evaluation will give weight to Proposals that include a variety of options for each waste stream</p>	10%
	<b>Cost/Business Analysis</b>	
4.	<p style="text-align: center;"><u>Financial Analysis</u></p> <p>Proposers financial stability and capital assets</p>	15%
5.	<p style="text-align: center;"><u>Direct and Indirect Costs</u></p> <p>Cost competitiveness of the Proposal Responses to <u>Exhibit D: Cost Proposal Form</u></p> <p>Any indirect costs, benefits, or risks arising out of the Proposal that directly or indirectly impact the AGENCY's constituents</p>	35%

### 3.3 Rights of the AGENCY

PROPOSERS shall submit an appropriately signed Exhibit B – Proposal Authorization and Acknowledgement Form stating that the PROPOSER agrees with the rights of the Agency as described below. The AGENCY shall have the right to:

1. Award an agreement for services described in this RFP.
2. Reject all proposals and not award an agreement.
3. Reject any proposal.
4. Select a proposal other than the lowest cost/highest payment proposal.
5. If during the course of negotiations with a selected PROPOSER, the AGENCY determines in its sole discretion that an acceptable Agreement cannot be negotiated, the AGENCY reserves the right to suspend negotiations with that PROPOSER and begin negotiations with another PROPOSER. Also, the AGENCY reserves the right to undertake simultaneous negotiations of the final Agreement with more than one PROPOSER.
6. Waive defects and/or irregularities in any proposal.
7. Request from any PROPOSER at any time during the evaluation process, clarification of any information contained in the proposal.
8. Request "Best and Final" offers.

9. Conduct interview(s) with any PROPOSER(s).
10. Negotiate terms and conditions that are different from those described in this RFP and Agreement.
11. Contact references provided and seek information from any client with which the PROPOSER has done business.
12. Take other such action that best suits the needs of the AGENCY and/or its citizens.

PROPOSERS are notified that the costs of preparing and submitting proposals and the risks associated therewith shall be borne solely by the PROPOSER. No compensation will be provided to PROPOSERS for work performed or costs incurred during the preparation, submittal or evaluation of Proposals neither for the negotiation or execution and delivery of an Agreement awarded as a result of this RFP.

#### **4. PROPOSAL REQUIREMENTS**

A proposal shall be complete and concise and should be prepared in substantial conformance with the format and order described below to assist in the review process. *A Proposal that omits or inadequately addresses any of the topics below may be rejected.*

##### **4.1 Letter of Submission**

The proposal must contain a submission letter that contains the PROPOSER's unconditional acceptance of the performance obligations set forth in the RFP. An officer of the proposing entity authorized to bind the PROPOSER to the proposal terms must sign this letter.

The Letter of Submission shall also include a description of the ownership of the proposing company, including, but not limited to:

- Official name and address. Indicate the type of entity and list its officers (e.g. corporation, partnership, sole proprietorship). Indicate the date and place of incorporation or organization.
- If entity is a joint venture, submit a current copy of the joint venture agreement or contract.
- Federal Employer I.D. Number
- Complete name, mailing address, phone number, fax number and email address (if available) of the person to receive notices and who is authorized to make decisions or represent the company with respect to this RFP.

##### **4.2 Proposed Scope of Work**

The Scope of Work is attached to this RFP as Exhibit A – Outline of Scope of Services.

##### **4.3 Insurance**

The PROPOSER should demonstrate the ability to submit proof of the required insurance as set forth in the Agreement. Prior to award of the Agreement, the successful PROPOSER shall furnish the AGENCY with Certificates of Insurance clearly evidencing all required insurance and endorsements. The successful PROPOSER shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the successful PROPOSER, its agents, representatives, employees or subcontractors.

Pollution Liability Insurance is required. Contractor shall provide a sample certificate demonstrating coverage. Contractor must comply with Exhibit B to the License Agreement for Use of County Facilities between County of Sonoma and Sonoma County Waste Management Agency for Household Hazardous Waste Facility Premises located at Sonoma County Central Landfill Petaluma, California in addition to the requirements in the sample contract. See (Exhibit C: Form of Agreement) for details.

#### **4.4 Qualifications and Experience of Firm**

The proposal should include the PROPOSER's experience relevant to the requested services and qualifications and resumes of key personnel that will be assigned to the management of the Agreement.

PROPOSER should provide a minimum of two (2) California governmental clients that the AGENCY may contact to conduct a reference check regarding provision of the proposed service.

For reference purposes, the Proposer must submit their California household hazardous waste client list for ALL clients served in 2012 and 2013. The list shall include name of contact and contact's phone number. Out-of-State clients may be included at Proposers discretion. Do not include any clients for whom you provided industrial type services.

PROPOSER shall be regularly and continuously engaged in the business of providing services to household hazardous waste customers and CESQG customers with similar complexity and servicing a similar size population as the Agency's HHW program for at least five (5) years. Experience shall have been gained within the last seven (7) years.

PROPOSER shall possess all permits, licenses and professional credentials necessary to supply product and perform services as specified under this RFP.

PROPOSER (or subcontract transporter) shall have a hazardous waste hauler status with Department of Toxic Substances Control (DTSC) and possess all local, regional, state and federal licenses, permits, registrations to haul Hazardous Waste.

PROPOSER'S transfer, storage, reuse, recycling, treatment, and disposal facilities shall have appropriate local, regional, state, and federal licenses, permits, and registrations to perform the services proposed. PROPOSER shall provide a list of proposed recycling and disposal facilities for every waste stream to be accepted at the HHW Facility. The list shall include:

- Facility Name
- Facility Address.
- Mailing Address
- Phone Number
- Fax Number
- Website URL
- Facility Permit Number
- Contact's Name
- Contacts Phone Number
- Indicate whether or not the facility is an US EPA Off-Site Rule designated facility

- Indicate whether or not the facility was taken off the US EPA Off-Site Rule list of acceptable facilities within the last five (5 ) years

PROPOSER shall provide a list of all subcontractors to be utilized for operation of the HHW Facility. The list shall include:

- Company Name
- Mailing Address.
- Phone Number
- Fax Number
- Website URL
- Contact's Name
- Contacts Phone Number
- Function of Subcontractor

All supplied personnel (including technical/operational/ supervisory, laborers, lead/forepersons, specialists, and field chemists) shall be in compliance with Occupational Safety and Health Administration (OSHA) requirements. If awarded, the Contractor shall provide proof of these requirements at the request of AGENCY.

PROPOSER shall have executed a transportation and disposal contract with PaintCare for the duration of the Contract. Contractor shall collect, package, transport and dispose of all PaintCare eligible waste at no charge to the AGENCY.

If the PROPOSER cannot provide all of the information requested under Section 4.4 above, then the PROPOSER must provide descriptions of similar work performed for other clients. In either case, the description shall list the:

- dates and a description of the services that were provided;
- names and responsibilities of the team members involved with the referenced work; and
- name, address, and telephone number of a contact person of each client who would be most familiar with the services provided.

#### **4.5 Financing Capability and Regulatory Compliance**

The PROPOSER is responsible for securing the financing required for its needs for the project such as vehicles, equipment, insurance and performance and payment bonds. The PROPOSER must demonstrate that it can provide the required financing from either: internally generated funds; and/or commitments from external sources. The PROPOSER is also required to demonstrate that it is financially qualified to perform the services requested in the RFP. To be considered financially qualified, the PROPOSER must provide the following:

The most recent audited financial statements of the business entity that will enter into the Contract with the AGENCY. Such statements must be certified by an officer of the business and accompanied by the qualified opinion of an independent certified public accountant. The statements must show that the entity has a net worth equal to or greater than five million dollars (\$5,000,000).



If a PROPOSER has filed for bankruptcy within the last 3 years, audited financial statements may not be older than one year.

PROPOSER is required to provide information regarding its regulatory compliance during the past five (5) years. PROPOSER is required to provide information regarding any activities involving hazardous materials at facilities listed in this proposal as follows: Disclosure of any violations or infractions of laws, regulations, or any legal requirement regarding the handling, management, disposal or transportation of hazardous materials including any violation or infraction which would constitute the equivalent of a civil or criminal enforcement action or Class I violation in the State of California. For any such violation or infraction, PROPOSER must disclose the amount of any fine imposed, the nature of the violation, the identity of any regulatory entity involved in the enforcement action, and the current status of compliance.

As security for performance under the terms of the Contract, the successful PROPOSER will be required to furnish, prior to the execution date, a performance bond in a form acceptable to the Agency for one million dollars (\$1,000,000) and a payment bond for one hundred thousand dollars (\$100,000).

The risk and liability involved in the management of hazardous waste is so great that the AGENCY requires assurance that PROPOSERS are in compliance with all permits for all operations and facilities. PROPOSERS must disclose any compliance orders they are under from any State or the US EPA.

#### **4.6 Agreement for Operation of Household Hazardous Waste Programs**

The selected PROPOSER must execute the Agreement and submit Exhibit B, acknowledging their willingness to sign the Agreement for Operation of Household Hazardous Waste Programs attached hereto as Exhibit C to this RFP, unless modified pursuant to the procedures set forth herein. PROPOSER shall identify in its proposal any proposed modifications to the Agreement.

### **5. SCHEDULE**

<u>Date</u>	<u>Action</u>	<u>Responsible Party</u>
March 4, 2014	Distribution of RFP	AGENCY
March 14, 2014	Pre-Proposal Tour (10:00 a.m.)	AGENCY
March 24, 2014	Submit Addenda Distribution Information	PROPOSER
March 24, 2014	Submit Written Questions	PROPOSER
April 7, 2014	Proposals Due (3:00 p.m.)	PROPOSER
May 21, 2014	Award of Agreement (tentative)	AGENCY
July 1, 2014	Contract Start Date	AGENCY

### **6. ATTACHMENTS**

Exhibit A:	Outline of Scope of Services
Exhibit B:	Proposal Authorization and Acknowledgement Form
Exhibit C:	Form of Agreement
Exhibit D:	Cost Proposal Form
Exhibit E:	Volumes of Material Historically Collected
Exhibit F:	License Agreement for Use of County Facilities with Site Map
Exhibit G:	Central Disposal Site and Transfer Station Hours and Locations