



**REQUEST FOR PROPOSALS**



**For Best Value**

**Solid Waste, Recyclables and Green Waste Collection,  
Processing, Street Sweeping, and Disposal Services**

**RFP No. 2012**

**Released on January 27, 2012**

**Proposals Due 3 P.M., April 13, 2012**

**Submit Proposal to:**

**City Clerk  
City of Vacaville  
650 Merchant Street  
Vacaville, CA 95688**

*This page left blank intentionally for double sided printing.*

## TABLE OF CONTENTS

1.0 General Information.....	1
1.1 City Goals and Objectives.....	2
1.2 Organization of the RFP .....	2
2.0 Proposal Considerations.....	3
2.1 Rights of the CITY.....	3
2.2 PROPOSER’S Responsibilities .....	4
2.3 Outcome of Submission of Proposal.....	4
2.4 Proposal Costs.....	5
2.5 Proposal Schedule .....	5
2.6 Anti-Collusion Statement.....	6
2.7 Limits on Disclosure of Proposals .....	7
2.8 PROPOSER Code of Conduct.....	7
2.9 Grant of Exclusive Collection Rights; Certain Non-Exclusive Collection Rights.....	7
3.0 Demographics and Current CITY Services.....	9
3.1 Demographics .....	9
3.2 Current CITY Services .....	11
3.3 City Services .....	19
3.4 Collection Rates.....	19
4.0 Scope of Services.....	24
4.1 Single-Family Residential Solid Waste Collection Services- General Service Requirements .....	27
4.1.1 Weekly Single-Family Residential Solid Waste Collection Service .....	28
4.1.2 Weekly Single-Family Residential Single Stream Recycling Collection Service .....	28
4.1.3 Weekly Single-Family Residential Green Waste Collection Service .....	28
4.1.4 Weekly Single-Family Residential Used Motor Oil and Used Motor Oil Filter Recycling Collection Service.....	29
4.1.5 Weekly Single-Family Residential Household Battery Recycling Collection Service.....	29
4.1.6 Annual Single-Family Residential Holiday Tree Recycling Collection Service .....	29
4.1.7 Twice Annual Single-Family Residential On-Call Clean Up Program .....	30
4.1.8 Single-Family Residential Lifeline, Leisure Town, Leisure Town Lifeline and Back Yard Collection Service.....	30
4.2 Multi-Family Residential Collection Services- General Service Requirements.....	31
4.2.1 Weekly Multi-Family Solid Waste Collection Service.....	31

4.2.2 Weekly Multi-Family Single Stream Recycling Collection Service .....	31
4.2.3 Weekly Multi-Family Green Waste Collection Service .....	31
4.2.4 Weekly Multi-Family Household Battery Recycling Collection Service .....	31
4.2.5 Annual Multi-Family Holiday Tree Recycling Collection Service .....	32
4.3 Commercial Business Collection Services - General Service Requirements .....	32
4.3.1. Solid Waste Collection for Commercial Customers .....	32
4.3.2 Source Separated Recycling and Single Stream Collection Service for Commercial Customers .....	32
4.3.3 Green Waste and Food Waste Collection Service for Commercial Business Customers.....	33
4.4 CITY Facilities Collection Services .....	33
4.4.1 Solid Waste Collection for CITY Facilities .....	33
4.4. 2 Single Stream Recycling Collection for CITY Facilities.....	34
4.4.3 Green Waste Collection for CITY Facilities.....	34
4.5 Collection Services for the Vacaville Unified School District (VUSD) and the Travis Unified School District (TUSD). .....	34
4.6 Mixed Construction and Demolition (C&D) Material Collection and Recycling Services.....	34
4.7 Street Sweeping Services .....	35
4.8 Street Sweeping – Owner/occupant obligations .....	36
4.9 Household Hazardous (HHW) Facility and Universal Waste Collection and Drop-Off .....	37
4.10 CRV Buy-Back Facility .....	37
4.11 Other Collection Service Provisions .....	38
4.11.1 Transport and Deliver CITY Recyclable Materials to a Material Recovery Facility.....	38
4.11.2 Process CITY Recyclable Materials at a Material Recovery Facility.....	38
4.11.3 Transport and Deliver CITY Green Waste Materials to an Organics Recycling and Compost Facility .....	38
4.11.4 Process CITY Green Waste Materials at an Organics Recycling and Compost Facility.....	38
4.11.5 Disposal of Solid Waste Collected in the CITY .....	39
4.11.6 Free Dump Pass .....	39
4.11.7 Community Service.....	39
5.0 Other Service Provisions and Programs.....	39
5.1 Public Education and Outreach Activities .....	39
5.2 Residential Public Education and Outreach Programs.....	40
5.3 Multi-Family and Commercial Public Education and Outreach Programs.....	40
5.4 Customer Service Requirements.....	41
5.4.1 Customer Service Call Center Operational Requirements.....	41

5.4.2 Customer Service Call Center Staffing .....	41
5.4.3 Website .....	42
5.4.4 Customer Information System Requirements .....	42
5.4.5 Customer Billing Requirements.....	42
5.4.6 Delinquent Payments .....	43
5.5 Reporting Requirements .....	43
6.0 Franchise Agreement Provision.....	45
7.0 Proposal Requirements and Scope of Work.....	45
7.1 Organization of the Proposal Response .....	45
7.2 Company Description and Qualifications .....	47
7.2.1 Business Structure.....	47
7.2.2 PROPOSER’S Collection Experience .....	48
7.2.3 PROPOSER’S Service Initiation Experience .....	48
7.2.4 PROPOSER’S Litigation Information .....	48
7.2.5 PROPOSER’S Financial Information .....	49
7.2.6 PROPOSER’S Key and Support Personnel .....	49
7.2.7 PROPOSER’S Worker Safety Record.....	49
7.2.8 PROPOSER’S Subcontractors .....	49
7.3 Operations Proposal.....	50
7.3.1 Solid Waste, Recycling, and Green Waste Collection Services .....	50
7.3.2 Street Sweeping Services .....	51
7.3.3 Household Hazardous (HHW) Facility and Universal Waste Collection and Drop-Off .....	51
7.3.4 CRV Buy-Back Facility Service .....	51
7.3.5 Residential and Commercial Recyclables, Green Waste and Commercial Food Waste Processing Services.....	52
7.3.6 Marketing of Recyclables, and Green Waste Materials.....	53
7.3.7 Mixed Construction and Demolition (C&D) Material Collection and Recycling Services.....	53
7.3.8 Residential On-Call Clean up Collection Services .....	54
7.3.9 CITY Public Special Event Collection .....	54
7.3.10 Designated Disposal Facility .....	55
7.3.11 Public Education and Outreach Services .....	55
7.3.12 Customer Service Requirements .....	56
7.3.13 Company Website.....	57
7.3.14 Customer Information System Requirements .....	57

7.3.15 Customer Billing Requirements.....	57
7.4 Transitional and Implementation Plan.....	58
8.0 Exceptions to the Franchise Agreement.....	58
9.0 Optional Proposals.....	59
10.0 Proposal Forms.....	59
10.1 Performance Bond - Form 1.....	59
10.2 Addenda Receipt - Form 2.....	59
10.3 Secretary’s Certificate – Form 3.....	59
10.4 Anti-Collusion Affidavit - Form 4.....	60
10.5 Recommendation of Award - Form 5.....	60
10.6 Protest Procedures - Form 6.....	60
10.7 Retention of Existing Staff - Form 7.....	60
11.0 Cost and Rate Proposal Forms.....	60
12.0 Proposal Submittal Instructions.....	62
12.1 Written Questions.....	62
12.2 Proposal Submittal.....	63
12.3 Clarification of Proposal Information.....	64
12.4 Accuracy in Reporting Requested Information.....	64
13.0 Proposal Evaluation and PROPOSER Selection.....	64

## Appendices

Appendix 1 - Draft Franchise Agreement

Appendix 2 - Proposal Forms

Appendix 3 - Proposal Cost and Rate Forms

Appendix 4 – “Review of the Recology Vacaville Solano, Inc. FY2010/2011 Rate Application”, January 3, 2011

Appendix 5 - CITY Facilities, Street Sweeping and the Vacaville Unified School District (VUSD) and the Travis Unified School District (TUSD) service data.

Appendix 6 - Evaluation and Scoring Manual

## List of Figures

Figure 1: Map of Vacaville, California.....	10
---	----

## List of Tables

Table 2-1: Proposal Procurement Schedule .....	6
Table 3-1 Summary Residential and Commercial Weekly Accounts (Projected FY2011).....	11
Table 3-2: Commercial Solid Waste Collection Weekly Accounts (Projected FY2011).....	12
Table 3-3: Commercial Recycling (Cardboard) Cart and Bin Weekly Accounts (Projected FY2011).....	13
Table 3-4: Commercial Compactor Bin Weekly Accounts (Projected FY2011).....	13
Table 3-5: Commercial Cart and Bin Miscellaneous Other Weekly Accounts (Projected FY2011).....	13
Table 3-6: Commercial Collection CITY Facilities Weekly Accounts (Projected FY2011).....	14
Table 3-7: Debris Box Collection Weekly Accounts (Projected FY2011).....	15
Table 3-8 Number of Collection Routes (Projected FY2011) .....	15
Table 3-9: Current Solid Waste Collection Services .....	15
Table 3-10 Current Source Separated and Single Stream Recycling Collection Services.....	16
Table 3-11: Current Green Waste Collection Services .....	16
Table 3-12: Other Current Services Provided to Single-Family and Multi-Family Customers.....	17
Table 3-13: Street Sweeping Metrics.....	17
Table 3-14: Solid Waste and Green Waste Tonnage Collected (Calendar Years 2009, 2010, and 2011 ...	18
Table 3-15: Solid Waste Tonnage Reduction at Hay Road Landfill (Calendar Years 2009, 2010, and 2011) .....	18
Table 3-16: Solid Waste Tonnage Disposed (Calendar Years 2009, 2010, and 2011).....	18
Table 3-17 Recycling Tonnage Collected (Calendar Years 2009, 2010 and 2011).....	19
Table 3-18: Residential and Commercial Tonnage Recycled (FY2009 and 2010) .....	19
Table 3-19: Vacaville Residential Solid Waste Rates per Month.....	20
Table 3-20: Vacaville Commercial Solid Waste Rates per Month .....	21
Table 3-21: Vacaville Commercial Solid Waste Rates per Month (continued).....	22
Table 3-22: Vacaville Commercial Solid Waste Rates per Month (continued).....	23
Table 3-23: Vacaville Commercial Debris Box/Compactor Rates .....	24
Table 3-24: Special Charges .....	24
Table 4-1: Required Solid Waste Collection Services.....	25
Table 4-2: Required Source Separated and Single Stream Recycling Collection Services .....	26
Table 4-3: Required Green Waste Collection Services.....	27
Table 7-1: Proposal Format and Outline.....	45

*This page left blank intentionally for double sided printing.*

## 1.0 General Information

The City of Vacaville (CITY) is issuing this Request for Proposals to select a qualified PROPOSER for exclusive franchise services to collect, process, and dispose of solid waste, recyclables, and green waste from residential, multi-family and commercial businesses in the CITY. The CITY has an existing Franchise Agreement, which expires June 30, 2013, with Recology Vacaville Solano, Inc. (RVS), a subsidiary of Recology, Inc. for collecting, transporting, processing, and disposal of solid waste, recyclable materials, and green waste generated in the CITY. The new Franchise Agreement will be between the CITY and the selected PROPOSER for a ten (10) year period, beginning July 1, 2013 and ending June 30, 2023. The term of this Franchise Agreement may be extended beyond the term of the Franchise Agreement for one (1) five year period ending June 30, 2028. The PROPOSER will be responsible for locating a customer service office in the CITY in addition to having a facility within Solano County to receive recyclable materials and load the material for transportation to the PROPOSER's Material Recovery Facility (MRF) for processing, and marketing of recovered materials.

The CITY retained IntelliWaste, Inc. (IntelliWaste), a waste management consulting company, to assist in the procurement process including coordinating responses, and providing technical and financial review as needed. Proposals are being solicited from qualified PROPOSERS or from a group of qualified PROPOSERS that form a team arrangement for purposes of this solicitation. In the event a teaming arrangement is proposed, the PROPOSERS must be represented by a single prime PROPOSER that will be responsible for entering into the Franchise Agreement as well as to serve as the primary contact and responsible party.

The Franchise Agreement specifying the Terms and Conditions for the requested scope of services is located in Appendix 1. The selected PROPOSER will be required to enter into a Franchise Agreement and provide the necessary services, performance bond, and insurance in a timely manner.

The Franchise Agreement will be based on a maximum price structure with annual changes based on the California Consumer Price Index, All Urban (CPI-U) for San Francisco-Oakland-San Jose. When preparing the proposal, the costs for each of the requested services must be presented separately (Section 11 Cost and Rate Forms) so that the CITY can clearly identify the cost of each requested service level and the rate to be charged to the customers.

Each proposal presented from a PROPOSER will be submitted in accordance with the instructions and guidelines presented in this RFP. All data and information furnished by the CITY or referred to in this RFP are provided for the PROPOSER'S convenience. The CITY does not warrant or guarantee that such information or data is accurate and assumes no responsibility as to the accuracy of the information. PROPOSERS are encouraged to independently verify the accuracy and interpretation of all such information or data.

PROPOSERS will provide a clear, concise explanation of the PROPOSER'S ability to satisfy the requirements of this RFP and the Franchise Agreement for the duration of the term. Proposers are encouraged to propose an effective, comprehensive integrated waste management system capable of meeting that objective as part of their overall proposal package.

Each proposal will be submitted in the requested format and will provide all pertinent information as specified in Section 4 (Scope of Services) or otherwise required in this RFP.

The City of Vacaville is herein referred to as the "CITY". Proposers are herein referred to as the "PROPOSER" or "PROPOSERS," as the case may be.

## 1.1 City Goals and Objectives

The CITY is interested in receiving proposals from companies that have not only demonstrated experience providing solid waste, recyclable materials, and green waste collection, processing and disposal services comparable to those described in this RFP, but also for the continuing success of the program for the CITY. The CITY will place an emphasis on a PROPOSER who places a high priority on diversion and has demonstrated measurable results and innovation through its diversion program development, public education, and on-going operations. The CITY'S goals and objectives for future services include:

- Maintain a high level of service (timely, courteous, and responsive) to customers;
- Ensure the cost competitiveness and effectiveness of the services provided;
- Maximize recycling and minimize disposal;
- Maximize residential, multi-family, and commercial recycling participation;
- Enhance public education and outreach programs;
- Ensure a fair Franchise Agreement for the PROPOSER, customers, and CITY;
- Operate within all regulatory requirements and laws; and
- Minimize the carbon footprint and other adverse environmental impacts while maximizing the sustainability of the services.

## 1.2 Organization of the RFP

General information regarding the RFP purpose, process, and schedule are provided in the following sections.

- Section 1 contains General Information to assist proposers in understanding the current and proposed services required.
- Section 2 contains Proposal Considerations such as the rights of the CITY, consequence of PROPOSER'S submission of its proposal, costs to prepare a proposal, and the proposal schedule.
- Section 3 presents Demographic and Current CITY Services information regarding current services and programs in the CITY, service features and metrics, and estimated tonnage to be collected, processed and disposed under the Franchise Agreement.
- Section 4, Scope of Services, defines the work and services required by this RFP.
- Section 5 discusses Other Service Provisions and Programs such as public education and outreach programs, and customer service requirements required by the RFP.
- Section 6 details the Franchise Agreement arrangements and contractual terms and conditions for the required services.
- Section 7 discusses the Proposal Requirements and Scope of Work to be submitted by the PROPOSER.
- Section 8 presents the instructions for providing exception(s) to the Franchise Agreement.
- Section 9 describes the Optional Proposals that PROPOSER may submit for this RFP.
- Section 10 presents the Proposal Forms required to be submitted by the PROPOSER.
- Section 11 presents the Proposal Cost and Rate Forms required to be submitted by the PROPOSER.

- ❑ Section 12 describes the Proposal Submittal Instructions and the procurement process the CITY will follow.
- ❑ Section 13 presents the Proposal Evaluation and Proposal Selection procedure that the CITY will follow.

Appendix 1 contains the Franchise Agreement and contractual arrangements binding by the PROPOSER.

Appendix 2 contains Proposal Forms including the Performance Bond Form, Addenda Receipt Form, Secretary's Certification Form and the Anti-collusion Form.

Appendix 3 contains the Proposal Cost and Rate Forms required to be filled out by the PROPOSER.

Appendix 4 contains detailed service and rate information for the current service provider in a report entitled "Review of the Recology Vacaville Solano, Inc. FY2010/2011 Rate Application", January 3, 2011, prepared by IntelliWaste.

Appendix 5 presents data for PROPOSER providing services to CITY facilities including street sweeping and the Vacaville Unified School District (VUSD) and the Travis Unified School District (TUSD).

Appendix 6 presents the Evaluation and Scoring Manual process that will be implemented.

## **2.0 Proposal Considerations**

### **2.1 Rights of the CITY**

The CITY'S rights include but are not limited to the following conditions:

- ❑ Reissuing or modifying the RFP.
- ❑ Withdrawing the RFP at any time during the procurement process.
- ❑ Issuing addenda to the RFP, including extending or revising the timeline for submittals.
- ❑ Requesting clarification or additional information from the PROPOSER at any time during the procurement process.
- ❑ Executing a Franchise Agreement with a PROPOSER on the basis of the original proposals and/or any other information submitted by the PROPOSERS during a Best and Final Offer process.
- ❑ Rejecting any or all proposals, waiving irregularities in any proposals, accepting or rejecting all or part of any proposals, and waiving any requirements of the RFP, as may be deemed in the best interest of the CITY.
- ❑ Negotiating with more than one PROPOSER.
- ❑ Evaluating proposals based on a "Best Value" consideration which is defined as follows: *"Best Value is a selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include technical design and approach, quality of proposed personnel, and/or management plan among other considerations. The award selection is based upon consideration of a combination of technical and price factors to determine the offer deemed most advantageous and of the greatest value to the CITY"*.
- ❑ CITY reserves the right to audio and video record any and all live meetings, including conferences and interviews, with potential and actual PROPOSERS and staff during any and all phases of this RFP process. All recordings will be deemed confidential until after the recommendation of award of the contract with the exception of open public meetings.

- ❑ Discontinuing negotiations after commencing negotiations with a selected PROPOSER if progress is unsatisfactory in the sole judgment of the CITY, and commencing negotiations with another qualified PROPOSER.

## **2.2 PROPOSER'S Responsibilities**

- ❑ Examine this RFP, including all appendices and the attached Franchise Agreement, thoroughly.
- ❑ Become familiar with local conditions that may affect cost, permitting, progress, performance, or services described in this RFP.
- ❑ Consider all federal, state and local laws, statutes, ordinances, regulations and other applicable laws, rules, and regulations that may affect costs, permitting, progress, performance, or services.
- ❑ Each PROPOSER understands that additional evaluation score points will be awarded to PROPOSERS whose proposals include the retention of existing employees.
- ❑ Clarify, with the CITY, any conflicts, errors, or discrepancies in this RFP.
- ❑ Agree not to collaborate or discuss with other PROPOSERS the content of the proposal or service fees proposed.
- ❑ Prior to submitting a proposal, each PROPOSER will, at his/her own expense, make or obtain any additional examinations, investigations, and studies; and obtain any additional information and data that may affect costs, permitting, progress, performance or furnishing of the project that PROPOSER deems necessary to determine its proposal.
- ❑ Each PROPOSER will use mail, fax, email or other delivery mechanism at its own risk, and the CITY will not be obligated to accept or respond to any submission that is delayed due to delivery failures.
- ❑ The submission of a proposal will not be deemed a Franchise Agreement between the PROPOSER and the CITY, and the following conditions apply:
  - CITY will not be obligated to respond to any proposal submitted nor is it bound in any manner by the submission of a proposal by a PROPOSER.
  - Acceptance of a proposal by the CITY obligates the PROPOSER to enter into good faith Franchise Agreement negotiations on the proposal submitted.
  - The Franchise Agreement will not be binding or valid against the CITY unless and until it is approved by the City Council and executed by the CITY and the selected PROPOSER; and the PROPOSER's Performance Bond or other Surety has been accepted (Appendix 2).

## **2.3 Outcome of Submission of Proposal**

The submission of a proposal will constitute a binding representation and warranty by the PROPOSER that the PROPOSER has investigated all aspects of the RFP and its proposal; that the PROPOSER is aware of the applicable facts pertaining to the RFP process, its procedures and requirements; that the PROPOSER has read and understands the RFP and has complied with every requirement; that without exception the proposal is premised upon performing and furnishing the services and equipment required by this RFP and the attached Franchise Agreement and such means, methods, techniques, sequences or procedures as may be indicated in or required by this RFP and the Franchise Agreement; and that the RFP is sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the project.

As noted, the submission of a proposal will not be deemed a Franchise Agreement between the PROPOSER and the CITY. The proposal is a contractual offer by the PROPOSER to perform services in accord with the proposal. Specifically, the following provisions apply:

- ❑ The CITY will not be obligated to respond to any proposal submitted nor be bound in any manner by the submission of a proposal.
- ❑ Acceptance of a proposal by the CITY obligates the PROPOSER to enter into a Franchise Agreement with the CITY for the performance of the services chosen by the CITY at its sole discretion.
- ❑ The Franchise Agreement will not be binding or valid against the CITY unless and until it is executed by the CITY and the selected PROPOSER, and the PROPOSER's performance bond, insurance, or other surety guarantee has been accepted by the CITY.

The proposals received will become the exclusive property of the CITY. At such time as a Franchise Agreement award is recommended to the Vacaville City Council, all proposals submitted in response to this RFP will become a matter of public record and will be regarded as public records, with the exception of those elements in each proposal which are trade secrets as that term is defined in Government Code 6254.7 and which are so marked as "TRADE SECRET," "CONFIDENTIAL" or "PROPRIETARY". However, proposals that indiscriminately identify all or most of the proposal as exempt from disclosure with justification may be found technically unacceptable. The CITY will not in any way be liable or responsible to any PROPOSER or other person for any disclosure of any such records or portions thereof, whether the disclosure is deemed to be required by law, by an order of a court, or occurs through inadvertence, mistake, or negligence on the part of the CITY or its officers, agents or employees.

#### **2.4 Proposal Costs**

The cost of investigating, preparing, and submitting a proposal is the sole responsibility of the PROPOSER and will not be chargeable in any manner to the CITY. The CITY will not reimburse any PROPOSER for any costs associated with the preparation and submission of proposals or expenses incurred in making an oral presentation, participating in an interview, or negotiating a Franchise Agreement with the CITY.

#### **2.5 Proposal Schedule**

The CITY intends to adhere to the schedule provided in Table 2-1 during the selection process. This schedule may change at the CITY'S sole discretion, without dispute from the PROPOSER.

**Table 2-1: Proposal Procurement Schedule**

<b>Procurement Activity</b>	<b>Date</b>
<b>Present Contract Terms, Fees and Basic Service Programs to City Council for Approval</b>	<b>December 13, 2011</b>
<b>CITY advertises and releases RFP</b>	<b>January 27, 2012</b>
<b>Deadline to submit written questions (1)</b>	<b>March 19, 2012, 3:00 P.M.</b>
<b>CITY final response to written questions and issuance of RFP addendum if necessary.</b>	<b>March 30, 2012, 3:00 P.M.</b>
<b>Protest prior to Proposal opening</b>	<b>April 10, 2012</b>
<b>Proposals Due</b>	<b>April 13, 2012, 3:00 P.M.</b>
<b>Director of Public Works responds to submitted Protests prior to Proposal Opening</b>	<b>April 25, 2012</b>
<b>CITY Evaluation Team evaluates and raw scores proposals per the RFP Evaluation and Scoring Manual. (Appendix 6)</b>	<b>May 11, 2012</b>
<b>CITY Council determines scoring criteria weights.</b>	<b>May 22, 2012</b>
<b>CITY Council approves award to selected PROPOSER.(2)</b>	<b>June 26, 2012</b>
<b>Protest after Proposal Opening/Announcement of Award</b>	<b>July 5, 2012</b>
<b>City Manager responds to submitted Protests after Proposal Opening/Announcement of Award</b>	<b>July 24, 2012</b>
<b>CITY conducts and completes negotiations with PROPOSER.</b>	<b>July 31, 2012</b>
<b>PROPOSER commences providing collection services.</b>	<b>July 1, 2013</b>

(1) CITY will endeavor to response to questions from PROPOSERS continuously up until the deadline.

(2) This schedule may change at the CITY'S sole discretion.

## **2.6 Anti-Collusion Statement**

A sworn anti-collusion statement is included in Appendix 2 as part of the Proposal Forms. The CITY has required that a non-collusion statement must be made as a sworn affidavit executed and sworn before a person who is authorized to administer oaths by laws of the State of California. This certification is required as important evidence in the event that collusion or proposal rigging is discovered at a later date. If any PROPOSER submits a false statement, legal sanctions could then be taken against the company.

## **2.7 Limits on Disclosure of Proposals**

The CITY has determined that the public interest will be best served if proposals submitted by PROPOSERS in response to this RFP are not made available for review by other PROPOSERS participating in the competitive selection process. For that reason, proposals submitted during the RFP process will not be made available to other PROPOSERS or the public earlier than the date on which the CITY issues a shortlist of a PROPOSER or PROPOSERS recommended for final negotiation. At that time, the CITY may, at its sole discretion, release select portions of the proposal(s) of the recommended PROPOSER that have not been identified as entitled to confidential treatment as containing trade secrets.

Conversely, public release may be deferred until the CITY has limited their consideration to one preferred PROPOSER. All materials received from that PROPOSER (other than those entitled to protection under California Government Code Section 6254(k)) will be made available for public review by the CITY no less than fourteen (14) days prior to the date on which the CITY Council will consider a staff recommendation to award the Franchise Agreement to a selected PROPOSER.

The CITY will implement the following procedures to the aforementioned policy:

- 1) All materials which a PROPOSER believes to contain trade secret information entitled to protection from disclosure under Government Code Section 6254(k) must be clearly marked on each page as "CONFIDENTIAL";
- 2) Prior to the date on which the CITY issues a final list of recommended PROPOSER(S), if the CITY receives a request to review and/or copy materials submitted by any PROPOSER, the CITY will decline to release those materials;
- 3) If the person submitting the request files a legal action against the CITY seeking its release, the CITY will notify the affected PROPOSER(S) and will not oppose a motion by such PROPOSER(S) to intervene in the action. The PROPOSER(S) must either agree to the release, intervene, or agree to pay the CITY'S and its agent(s) legal expenses in defending the action, including fees, if any, awarded to the plaintiff. The CITY will have no obligation to defend the action and may release the information sought without any liability whatsoever; and
- 4) PROPOSER will not seek damages against the CITY, and its agents, for recovery of its attorneys' fees from the CITY and its agents as a result of any dispute related to the release or withholding of information submitted in response to this RFP.

## **2.8 PROPOSER Code of Conduct**

The PROPOSER is required to follow the PROPOSER Code of Conduct as a result of submitting an RFP. The Code of Conduct for the PROPOSER includes the following provisions:

- 1) Prohibits giving any gift or monetary compensation to a CITY Council member, staff member or its agents; and
- 2) Prohibits collaboration or discussion with other PROPOSERS regarding the content of the proposal or rates proposed.

## **2.9 Grant of Exclusive Collection Rights; Certain Non-Exclusive Collection Rights**

PROPOSER will have exclusive rights to collection of residential, multi-family, and commercial solid waste, recyclables, green waste, construction and demolition (C&D) materials and to provide street sweeping services within the CITY. PROPOSER will also have the exclusive rights to operate a Permanent Household Hazardous Waste (HHW) Collection Facility within the City.

PROPOSER'S exclusive collection rights will not include the following materials and/or service types:

- A. Recyclable materials by the generator and donated to youth, civic, non-profit or charitable organizations;
- B. Recyclable containers delivered for recycling under the California beverage container recycling litter reduction act, section 14500 *et seq.* California Public Resources Code;
- C. The existing Boy Scout recycling collection conducted monthly in Leisure Town in which residents of Leisure Town that are not eligible to participate in the CITY'S recycling program are able to place recyclables for pick up by a local Boy Scout troop;
- D. By-products of sewage treatment including sludge, sludge ash, grit, and screenings;
- E. Hazardous waste, medical waste, and designated waste;
- F. Green waste materials composted at residential and commercial premises;
- G. Materials generated by public schools, county, state, and federal facilities, provided that the generator has arranged services with other persons or has arranged services with the contractor through a separate agreement;
- H. The removal of solid waste when the primary service performed is either of the following:
  - 1. Garden trimmings and green waste when removed and transported by the person or gardening service performing the gardening;
  - 2. Material generated by construction and demolition, which is accumulated as the result of new construction, structure, demolition or modification, when:
    - a. The building or demolition/modification contractor owns and operates the hauling equipment necessary to remove and haul the demolished construction and modification rubbish generated, or
    - b. The construction and demolition material generated is hauled by a vehicle or trailer known as an "end dump" which vehicles or trailer must have a non-detachable debris container with an open top and cannot be capable of loading itself and the driver must remain with the vehicle while it is being loaded; provided further that equivalent services or equipment are not available from the contractor.
    - c. A building or demolition/modification contractor may not subcontract for construction and demolition rubbish hauling services except as is set forth in section 8.08.040 (b)(b) of the Vacaville Municipal Code;
  - 3. Solid waste or green waste which must be removed only as incident to the infrequent clearing of a premise and when a vehicle or container of no greater than five (5) cubic yards is used to remove the solid waste or green waste;
  - 4. Solid waste, green waste or bulky waste created or produced by a resident or his or her household and hauled or transported by the resident of the premise, provided the same is kept, hauled or transported and disposed of under the rules and regulations prescribed in Section 8.08 of the City Code.

The PROPOSER may compete with other companies on a non-exclusive basis for collection of these non-exclusive service types.

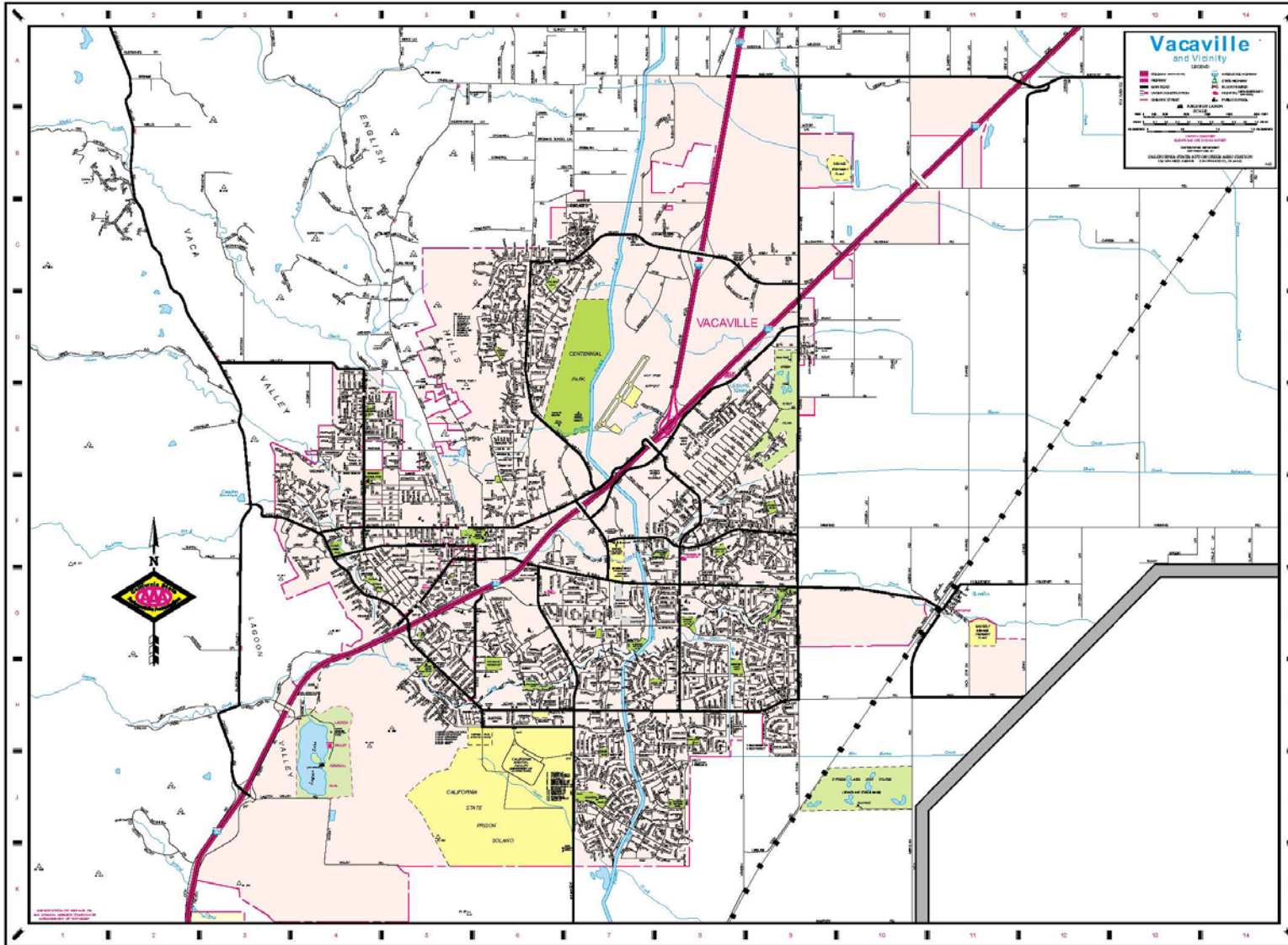
### **3.0 Demographics and Current CITY Services**

#### **3.1 Demographics**

Vacaville, California is located in Solano County, California, United States, between Sacramento and San Francisco. As of the 2010 census, the CITY had a total population of 92,428 within an area of approximately 28 square miles. According to the Community Development Department of the City of Vacaville, the total population as of 2005 was 96,735. The median age is 34 years, and the age distribution of the population is rather spread out: 27.0% under the age of 18, 9.0% from 18 to 24, 35.4% from 25 to 44, 20.3% from 45 to 64, and 8.3% who are 65 years of age or older. The median income for a household in the CITY is \$57,667, and the median income for a family is \$63,950.

A map of the CITY is shown in Figure 1.

Figure 1: Map of Vacaville, California



### 3.2 Current CITY Services

The data presented in this section and the tables below are for information only. The CITY does not warrant or accept responsibility for the accuracy of the information and the PROPOSER agrees to indemnify and hold the CITY harmless for the accuracy of this data. It is the responsibility of each PROPOSER to undertake research they believe is necessary to reasonably establish the actual service requirement information when preparing their proposal.

Service and rate information for the current service provider can be found in Appendix 4 entitled, "Review of the Recology Vacaville Solano, Inc. FY2010/2011 Rate Application," January 3, 2011, prepared by IntelliWaste. If a conflict exists between data in that report and information contained herein, the RFP shall be the primary source of information.

Service data for CITY facilities including buildings, parks, and parking lots are presented in Appendix 5. Additional data for providing services to the Vacaville Unified School District (VUSD) and the Travis Unified School District (TUSD) are also contained in Appendix 5.

**Table 3-1 Summary Residential and Commercial Weekly Accounts (Projected FY2011)**

Service Type	Accounts	Stop Frequencies
<b>Residential Cart Containers (1)</b>	25,336	25,336
<b>Lifeline (2)</b>	451	451
<b>Leisure Town 96 Gallon Cart (Solid Waste only) (1)</b>	83	83
<b>Leisure Town Lifeline (2)</b>	124	124
<b>Backyard</b>	118	118
<b>Commercial Can (3)</b>	356	505
<b>Commercial Bin</b>	693	1,115

(1) Residential cart containers include solid waste, recycling, and green waste.

(2) Accounts and stops included within total residential accounts. See Section 4.1 for the definition of Lifeline, Leisure Town and Leisure Town Lifeline customers.

(3) Commercial can is defined as a customer supplied 32 gallon solid waste container or a Company provided 96 gallon solid waste cart container. Commercial Can customer provided service will be eliminated under the new Franchise Agreement

**Table 3-2: Commercial Solid Waste Collection Weekly Accounts (Projected FY2011)**

Container and Bin Size	Times per Week					
	1	2	3	4	5	6
1-Waste Wheeler	128	0	0	0	0	0
2-Waste Wheeler	34	0	0	0	0	0
3-Waste Wheeler	10	0	2	0	0	0
4-Waste Wheeler	9	0	0	0	0	0
5-Waste Wheeler	1	0	0	0	0	0
6-Waste Wheeler	3	0	0	0	0	0
7-Waste Wheeler	1	0	0	0	0	0
8 Waste Wheeler	3	1	0	0	0	0
9 Waste Wheeler	1	0	0	0	0	0
10 Waste Wheeler	1	0	0	0	0	0
1-Can	54	0	0	0	1	0
2-Can	2	0	0	0	0	0
3-Can	0	0	0	0	0	0
4-Can	0	0	0	0	0	0
5-Can	0	0	0	0	0	0
6-Can	0	0	0	0	0	0
1-Yard Bin	57	2(5)	1	0	0	0
2-Yard Bin	99 (100)	15	0	0	0	0
3-Yard Bin	77 (80)	38 (49)	9	1	0	6
4-Yard Bin	98 (134)	53 (69)	33 (35)	9	8	5
6-Yard Bin	44 (48)	24 (27)	9	5 (6)	4	2

(1) Number of units equals additional ( ) same size containers at that location

**Table 3-3: Commercial Recycling (Cardboard) Cart and Bin Weekly Accounts (Projected FY2011)**

Times per Week						
Cart and Bin Size (1)	1	2	3	4	5	6
96 Gallon	290 (548)		0	0	0	0
1-Yard Bin	0	0	0	0	0	0
2-Yard Bin	12	1	1	0	0	0
3-Yard Bin	123 (139)	22 (24)	5	1	2	0
4-Yard Bin	94 (97)	44	31 (32)	2 (3)	10 (11)	0
6-Yard Bin	27 (31)	13 (14)	55 (57)	1	3 (5)	0

(1) Number of units equals ( ) additional same size containers at that location

**Table 3-4: Commercial Compactor Bin Weekly Accounts (Projected FY2011)**

Times per Week						
Cart and Bin Size (1)	1	2	3	4	5	6
3-Yard Bin	1	0	1	1	0	0
4-Yard Bin	9	5	0	0	0	0
5-Yard Bin	1	0	0	0	0	0

**Table 3-5: Commercial Cart and Bin Miscellaneous Other Weekly Accounts (Projected FY2011)**

Times per Week						
Cart (Green Waste)	23(42)	1(8)	0	0	0	0
6-Yard Bin (Food Waste)	1	0	0	0	0	0
Key Charge (2)	23	10	9	0	1	0

(1) Number of units equals ( ) additional same size containers at that location.

**Table 3-6: Commercial Collection CITY Facilities Weekly Accounts (Projected FY2011)**

Times per Week						
Container and Bin Size (1)	1	2	3	4	5	6
1-Waste Wheeler	5	3	1	0	0	0
2-Waste Wheeler	3(4)	6(7)	3	0	0	0
3-Waste Wheeler	1	10		0	0	0
4-Waste Wheeler	1	5	2	0	0	0
5-Waste Wheeler	1	5	0	0	0	0
6-Waste Wheeler	2	2	0	0	0	0
7-Waste Wheeler	2	0	0	0	0	0
8 Waste Wheeler	1	0	0	0	0	0
9 Waste Wheeler	2	0	0	0	0	0
10 Waste Wheeler	0	0	1	0	0	0
11 Waste Wheeler	0	1	2	0	0	0
25 Waste Wheelers	1	0	1	0	0	0
1-Can	2	0	37(38)	0	0	0
32 gallon Green Waste	9	0	0	0	0	0
64 gallon Green Waste	45	0	0	0	0	0
1-Yard Bin	0	2	0	0	0	0
2-Yard Bin	1	0	0	0	0	0
3-Yard Bin	1	1	0	0	0	0
4-Yard Bin	5	1	2	0	0	0
6-Yard Bin	3	0	0	0	0	0

(1) Number of units ( ) equals additional same size containers at that location.

**Table 3-7: Debris Box Collection Weekly Accounts (Projected FY2011)**

**Current Debris Box and Compactor Collection weekly account information is unavailable. PROPOSERS are advised to conduct independent verification of this service type and levels.**

**Table 3-8 Number of Collection Routes (Projected FY2011)**

Collection Routes	Vehicle Type	Container Type	Number of Routes
Residential Leisure Town Refuse (Solid Waste)	Bison	Carts	2
Residential Refuse (Solid Waste)	Side Loader	Carts	5
Residential Green Waste	Side Loader	Carts	4
Residential Curbside Recycling	Side Loader	Carts	5
Residential/Commercial Solid Waste	Front Loader	Carts/Bins	2
Commercial Refuse (Solid Waste)	Front Loader	Bins	2
Commercial Paper/Cardboard Recyclables	Front Loader	Bins	1
Debris Box Solid Waste	Debris Box	Debris Box, Compactors	4
Carts/Bin Delivery/Residential Clean-up	Various	N/A	3.3
Street Sweeping	Tymco	N/A	3
<b>Total Routes</b>			<b>33.3</b>

**Table 3-9: Current Solid Waste Collection Services**

Current Services - Solid Waste Collection				
Service Category	Single-Family	Multi-Family	Commercial	Debris Box/Compactor
Collection Frequency Minimum	Once per week	1-time per week	1-time per week	1-time per week
Collection Frequency Range	N/A	1-6 times per week	1-6 times per week	1-6 times per week
Container Capacity	96 gallon cart	96 gallon cart; 1, 2, 3, 4, 6 yard bins	96 gallon cart; 1, 2, 3, 4, and 6 yard bins; customer supplied compactors	20, 25, 30, 35, and 40 yard debris box; customer supplied compactor
Subscription Service	Back yard; Lifeline; Leisure Town Lifeline	N/A	N/A	N/A

**Table 3-10 Current Source Separated and Single Stream Recycling Collection Services**

<b>Service Type - Source Separated and Single Stream Recycling Collection</b>				
Service Category	Single-Family	Multi-Family	Commercial	Debris Box/Compactor
Collection Frequency Minimum	Once per week	1-time per week	1-time per week	1-time per week
Collection Frequency Range	N/A	1-6 times per week	1-6 times per week	1-6 times per week
Container Capacity	96 gallon cart	96 gallon cart; 1, 2, 3, 4, and 6 yard bins	96 gallon cart; 1, 2, 3, 4, and 6 yard bins; customer supplied compactors	customer supplied compactor
Subscription Service	Backyard; Lifeline; Not available in Leisure Town area	N/A	N/A	N/A
Used Oil and Filter	Once per week with solid waste collection	N/A	N/A	N/A
Residential Clean Up Program	Twice per year	N/A	N/A	N/A

**Table 3-11: Current Green Waste Collection Services**

<b>Service Type – Green Waste Collection Service</b>				
Service Category	Single-Family	Multi-Family	Commercial	Debris Box
Collection Frequency Minimum	Once per week	1-time per week (subscription)	1-time per week (subscription)	1-time per week (subscription)
Collection Frequency Range	N/A	1-6 times per week	1-6 times per week	1-6 times per week
Container Capacity	96 gallon cart	96 gallon cart; 1, 2, 3, 4, and 6 yard bins	96 gallon cart; 1, 2, 3, 4, and 6 yard bins	20, 25, 30, 35, and 40 yard debris box
Subscription Service	Back yard; Lifeline; Not available in Leisure Town area	N/A	N/A	N/A

**Table 3-12: Other Current Services Provided to Single-Family and Multi-Family Customers**

Service Type – Other Current Services Provided to Single-Family and Multi-Family Customers		
Service Category	Single-Family	Multi-Family
Permanent Household Hazardous Waste Drop Facility (HHW)	Facility open every Saturday (except CITY designated holidays) from 9 A.M. to 3 P.M	Facility open every Saturday (except CITY designated holidays) from 9 A.M. to 3 P.M.
California Redemption Value (CRV) Drop-Off Facility	Facility open from 9 A.M. to 3 P.M. six (6) days per week, Monday through Saturday except on CITY designated holidays.	Facility open every Saturday (except CITY designated holidays) from 9 A.M. to 3 P.M.

**Table 3-13: Street Sweeping Metrics**

Category/Description	Approximate Total Curb Miles	Monthly Sweeps	Annual Sweeps	Approximate Miles Swept Annually
<b>Arterials</b>	75	2	24	1,800
<b>Collectors</b>	137	2	24	3,288
<b>Residential</b>	317	2	24	7,608
<b>Total Approximate Annual Miles</b>				12,696

See Appendix 5 for data regarding street sweeping locations and schedule for CITY parking lots. The residential street sweeping schedule for calendar year 2012 is also available on the Recology Vacaville Solano, Inc. website at the following address: <http://www.recolgyvacavillesolano.com/streetSweeping.php>.

- Street sweeping services on CITY residential streets;
- CITY streets located in Business Districts (areas bounded by Monte Vista Avenues on the north, Mason Street on the south, Cernon Street on the west and including the entire width of these streets, but excluding Main Street and East Main Street);
- Major arterials (streets with a width wider than forty-eight (48) feet);
- Residential streets are swept bimonthly the day after collection services;
- Sweeping in the Business District and major arterials up to two (2) times per week;
- Parking lots are swept once every two (2) weeks; and
- Coordinate street sweeping activities directly with CITY staff for park, parking lot sweeps as required by CITY.

**Table 3-14: Solid Waste and Green Waste Tonnage Collected (Calendar Years 2009, 2010, and 2011)**

Year	2009 Tons	2010 Tons	2011 (1) Tons
<b>Service Category</b>			
<b>Residential Solid Waste Trucks</b>	25,013	26,046	21,687
<b>Residential Green Waste Trucks</b>	12,329	12,704	10,846
<b>Commercial Solid Waste Trucks</b>	16,081	14,897	12,401
<b>Roll Off Trucks</b>	18,074	16,022	12,288
<b>Street Sweeping</b>	748	1,055	1,009
<b>Self-haul – Residential (2)</b>	22,234	21,643	17,968
<b>Other Miscellaneous Waste</b>	1,022	591	463
<b>Total Annual Tons</b>	95,501	92,958	76,662

Note: (1) 10 months of data, January through October

(2) Self hauled to the Hay Road Landfill; not collected by Franchisee

**Table 3-15: Solid Waste Tonnage Reduction at Hay Road Landfill (Calendar Years 2009, 2010, and 2011)**

Material Type Recovered	2009 Tons	2010 Tons	2011 Tons (1)
<b>Dirt</b>	8,599	6,663	8,372
<b>Cement/Asphalt</b>	5,742	4,113	2,700
<b>Concrete &amp; Soil</b>	2,678	37	1,567
<b>Green Waste (Curbside &amp; Self-Haul)</b>	16,236	16,964	14,893
<b>Free Dump Pass MSW</b>	1,031	1,008	(2)
<b>Free Dump Pass MSW &amp; Green Waste</b>	200	176	(2)
<b>Wood</b>	31	47	28
<b>Sludge</b>	600	872	737
<b>Food Waste</b>	0	335	100
<b>Total Reductions Tons</b>	<b>35,117</b>	<b>30,215</b>	<b>28,397</b>

Note: (1) 10 months of data, January through October

(2) Free dump pass terminated in 2011

**Table 3-16: Solid Waste Tonnage Disposed (Calendar Years 2009, 2010, and 2011)**

Year	2009 Tons	2010 Tons	2011 (1) Tons
<b>Total Tons Disposed (2)</b>	60,384	62,743	48,265

Note: (1) 10 months of data, January through October

(2) Total tons in Table 3-8 minus total reductions tons in Table 3-9 equals total tons disposed.

**Table 3-17 Recycling Tonnage Collected (Calendar Years 2009, 2010 and 2011)**

<b>Year</b>	<b>2009 Tons</b>	<b>2010 Tons</b>	<b>2011 (1) Tons</b>
<b>Residential Recycling Trucks</b>	6,618	6,915	5,603

**Table 3-18: Residential and Commercial Tonnage Recycled (FY2009 and 2010)**

<b>Year</b>	<b>2009 Tons</b>	<b>2010 Tons (1)</b>
<b>Aluminum</b>	66.54	60.63
<b>AB 2020 Aluminum</b>	24.97	14.70
<b>AB 2020 Glass</b>	137.30	124.20
<b>AB 2020 Plastic</b>	71.78	60.29
<b>Cardboard</b>	4,281.79	3,845.63
<b>ONP (Old News Print) Paper</b>	3,075.62	3,252.75
<b>Mixed Paper</b>	393.57	232.92
<b>Plastic</b>	281.36	343.84
<b>Glass</b>	789.86	1,025.43
<b>Metals</b>	90.81	81.33
<b>Total</b>	9,213.60	9,041.72

Note: (1) 11 months October through August

### 3.3 City Services

Appendix 5 summarizes the collection services provided to CITY facilities free of charge by Recology Vacaville Solano, Inc. CITY facilities include buildings, streets, and parks.

### 3.4 Collection Rates

The following tables present the past two (2) years of rates and the current rates charged to residential, multi-family, and commercial businesses within the CITY in accordance with the type and frequency of service (cart, bin, and debris box) provided. For commercial customers, the term “waste wheeler” refers to a company provided container(s) while “can” refers to customer provided 32 gallon container and company provided 96 gallon cart container.

**Table 3-19: Vacaville Residential Solid Waste Rates per Month**

<b>Vacaville Residential Solid Waste Rates per Month</b>			
<b>Rate Year</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>
96 Gallon Carts (Solid Waste, Recycling, and Green Waste)	\$24.85	\$24.52	\$23.77
Lifeline (Customers 62 years or older)	\$16.28	\$16.06	\$15.57
Leisure Town 96 Gallon Cart (Solid Waste only)	\$23.34	\$23.03	\$22.32
Leisure Town Lifeline	\$15.31	\$15.11	\$14.65
Additional Cart (Solid Waste)	\$4.00	\$4.00	\$4.00
Additional Green Waste Cart	\$4.00	\$4.00	\$4.00
Additional Recycling Cart	No additional charge	No additional charge	No additional charge
Backyard Pickup (Disabled Customers only)	\$2.80	\$2.76	\$2.68

**Table 3-20: Vacaville Commercial Solid Waste Rates Per Month**

<b>Vacaville Commercial Solid Waste Rates Per Month</b>						
	<b>1 X Week</b>			<b>2 X Week</b>		
	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>
1-Waste Wheeler	\$81.43	\$80.35	\$77.88	\$174.98	\$172.67	\$167.37
2-Waste Wheeler	132.77	131.02	127.00	319.91	315.68	305.99
3-Waste Wheeler	176.75	174.41	169.06	407.29	401.91	389.57
4-Waste Wheeler	211.27	208.48	202.08	482.80	476.42	461.79
5-Waste Wheeler	281.32	277.60	269.08	558.59	551.21	534.29
1-Can	\$27.95	\$27.58	\$26.73	\$55.76	\$55.02	\$53.33
2-Cans	54.25	53.53	51.89	111.65	110.17	106.79
3-Cans	83.80	82.69	80.15	167.41	165.20	160.13
4-Cans	111.65	110.17	106.79	223.39	220.44	213.67
5-Cans	139.54	137.70	133.47	279.13	275.44	266.98
6-Cans	167.41	165.20	160.13	335.03	330.60	320.45
1-Yard Bin	\$150.84	148.85	144.28	\$265.49	\$261.98	253.94
2-Yard Bin	256.44	253.05	245.28	470.75	464.53	450.27
3-Yard Bin	362.11	357.32	346.35	663.82	655.05	634.94
4-Yard Bin	452.57	446.59	432.88	887.09	875.37	848.50
6-Yard Bin	591.42	583.60	565.68	1,131.63	1,116.67	1,082.39

**Table 3-21: Vacaville Commercial Solid Waste Rates per Month (continued)**

<b>Vacaville Commercial Solid Waste Rates Per Month</b>						
	<b>3 X Week</b>			<b>4 X Week</b>		
	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>
1-Waste Wheeler	\$244.30	\$241.07	\$233.67	\$325.86	\$321.55	\$311.68
2-Waste Wheeler	437.51	431.73	418.48	573.24	565.66	548.29
3-Waste Wheeler	474.17	467.90	453.54	754.33	744.36	721.51
4-Waste Wheeler	724.12	714.55	692.61	965.55	952.79	923.54
5-Waste Wheeler	837.79	826.72	801.34	N/A	N/A	
1-Can	\$83.81	\$82.70	80.16	\$111.65	\$110.17	106.79
2-Cans	167.42	165.21	160.14	223.39	220.44	213.67
3-Cans	251.19	247.87	240.26	335.03	330.60	320.45
4-Cans	335.03	330.60	320.45	446.54	440.64	427.11
5-Cans	418.57	413.04	400.36	558.15	550.77	533.86
6-Cans	502.41	495.77	480.55	663.82	655.05	634.94
1-Yard Bin	\$374.25	\$369.30	357.96	\$491.83	\$485.33	470.43
2-Yard Bin	693.89	684.72	663.70	935.36	923.00	894.66
3-Yard Bin	911.22	899.18	871.58	1,191.78	1,176.03	1,139.93
4-Yard Bin	1,149.56	1,134.37	1,099.54	1,532.81	1,512.55	1,466.11
6-Yard Bin	1,623.31	1,601.86	1,552.68	2,090.96	2,063.33	1,999.99

**Table 3-22: Vacaville Commercial Solid Waste Rates per Month (continued)**

<b>Vacaville Commercial Solid Waste Rates Per Month</b>						
	<b>5 X Week</b>			<b>6 X Week</b>		
	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>
1-Waste Wheeler	\$407.29	\$401.91	\$389.57	-	-	-
2-Waste Wheeler	724.12	714.55	692.61	-	-	-
3-Waste Wheeler	980.63	967.67	937.96	-	-	-
4-Waste Wheeler	1,206.86	1,190.91	1,154.35	-	-	-
1-Can	\$139.54	\$137.70	\$133.47	-	-	-
2-Cans	279.13	275.44	266.98	-	-	-
3-Cans	418.57	413.04	400.36	-	-	-
4-Cans	558.15	550.77	533.86	-	-	-
5-Cans	697.69	688.47	667.33	-	-	-
6-Cans	837.28	826.21	800.85	-	-	-
1-Yard Bin	\$600.46	\$592.52	\$574.33	-	-	-
2-Yard Bins	1,086.19	1,071.83	1,038.92	-	-	-
3-Yard Bins	1,388.02	1,369.68	1,327.63	1,659.58	1,637.65	1,587.37
4-Yard Bins	1,882.80	1,857.92	1,800.88	2,262.99	2,233.08	2,164.52
6-Yard Bins	2,543.54	2,509.92	2,432.87	2,896.62	2,858.34	2,770.59

**Table 3-23: Vacaville Commercial Debris Box/Compactor Rates**

<b>Vacaville Commercial Debris Box/Compactor Rates</b>		
<b>Rate Year (Fiscal)</b>	<b>2010</b>	<b>2011</b>
<b>20 Cubic Yards</b>	\$362.98	\$351.84
<b>25 Cubic Yards</b>	445.40	431.73
<b>30 Cubic Yards</b>	511.42	495.72
<b>35 Cubic Yards</b>	580.69	562.86
<b>40 Cubic Yards</b>	633.69	614.24
<b>25 Cubic Yard Wood</b>	135.82	131.65
<b>40 Cubic Yard Wood</b>	169.78	164.57
<b>Relocation Charge</b>	155.65	150.87
<b>Additional Days</b>	31.14	30.18
<b>Compacted per Cubic Yard (10-Yard or more)</b>	35.35	34.26

**Table 3-24: Special Charges**

<b>Vacaville Special Charge Rates</b>	
<b>Key /Lock Service Charge Monthly</b>	<b>\$28.08</b>

#### **4.0 Scope of Services**

Section 4 describes the scope of services that the selected PROPOSER will be required to perform as part of the Franchise Agreement (Appendix 1) with the CITY. The requested services for this solicitation of services are separated by service type including single-family residential, multi-family, commercial, and CITY facilities (buildings, streets, parks, etc.) and service levels (cart, bin, and debris box/compactor containers).

A summary of the requested collection services for each service type is presented in Tables 4-1, 4-2, and 4-3.

**Table 4-1: Required Solid Waste Collection Services**

Service Type - Solid Waste Collection				
Service Category	Single-Family	Multi-Family	Commercial	Debris Box/Compactor
Collection Frequency Minimum	Once per week	1-time per week	1-time per week	1-time per week
Collection Frequency Range	N/A	1-6 times per week	1-6 times per week	1-6 times per week
Container Capacity (PROPOSER provided)	New or refurbished used 32, 64, 96 gallon cart; <u>96 gallon cart default</u> if not otherwise specified by customer	New or refurbished used 32, 64, 96 gallon cart; <u>32 gallon cart default equivalent per multi-family unit</u> if not otherwise specified by customer; new or used 1, 2, 3, 4, and 6 yard bins	New or refurbished used 32, 64, 96 gallon cart; <u>32 gallon cart default</u> if not otherwise specified by customer; new or used 1, 2, 3, 4, and 6 yard bins	New or refurbished used 20, 25, 30, 35, and 40 yard debris boxes; customer supplied compactors
Subscription Service	Back yard; Lifeline; Leisure Town Lifeline	N/A	N/A	N/A
C&D Material; Container size and frequency	Temporary on call; new or refurbished used 20, 25, 30, 35, and 40 yard debris boxes	Temporary on call; new or refurbished used 20, 25, 30, 35, and 40 yard debris boxes	Temporary on call or regular scheduled service; new or refurbished used 20, 25, 30, 35, and 40 yard debris boxes	N/A

**Table 4-2: Required Source Separated and Single Stream Recycling Collection Services**

Service Type - Source Separated and Single Stream Recycling Collection				
Service Category	Single-Family	Multi-Family	Commercial	Debris Box/Compactor
Collection Frequency Minimum	Once per week	1-time per week	1-time per week	1-time per week
Collection Frequency Range	N/A	1-6 times per week	1-6 times per week	1-6 times per week
Container Capacity (PROPOSER provided)	New or refurbished used 32, 64, 96 gallon cart; <u>96 gallon cart default</u> if not otherwise specified by customer; single stream collection; Leisure Town no service	New or refurbished used <u>96 gallon carts</u> default; new or used 1, 2, 3, 4, and 6 yard bins; single stream	New or refurbished used 32, 64, 96 gallon cart; <u>96 gallon cart default</u> if not otherwise specified by customer; new or used 1, 2, 3, 4, and 6 yard bins; source separated and/or single stream	New or refurbished used 20, 25, 30, 35, and 40 yard debris boxes; customer supplied compactors
Subscription Service	Back yard and Lifeline	(1)	N/A	N/A
Used oil and filter	Once per week	Once per week (1)	N/A	N/A
Household Battery Collection	Once per week	Once per week (1)	N/A	N/A
Residential Clean Up Program	Twice per year	Twice per year (1)	N/A	N/A

(1) Customers in Multi-Family complexes (four (4) or less units) have the option to subscribe to individual residential service.

**Table 4-3: Required Green Waste Collection Services**

<b>Service Type – Green Waste Collection Service</b>				
<b>Service Category</b>	<b>Single-Family</b>	<b>Multi-Family</b>	<b>Commercial</b>	<b>Debris Box</b>
Collection Frequency Minimum	Once per week	1-time per week (subscription)	1-time per week (subscription)	1-time per week (subscription)
Collection Frequency Range	N/A	1-6 times per week	1-6 times per week	1-6 times per week
Container Capacity (PROPOSER provided)	New or refurbished used 96 gallon cart default; Leisure Town exempt	New or refurbished used 96 gallon carts default; new and used 1, 2, 3, 4, and 6 yard bins	New or refurbished used 96 gallons cart; new and used 1, 2, 3, 4, and 6 yard bins	New or refurbished used 20, 25, 30, 35, and 40 yard debris boxes
Subscription Service	Back yard and Lifeline	N/A (1)	N/A	N/A

(1) Multi-Family complexes composed of four (4) or less units have the option to subscribe to individual residential service.

The PROPOSERS should carefully review the Franchise Agreement scope of services, terms, and conditions that will define the contractual arrangements between the CITY and the PROPOSER selected in this RFP process. For all services required under the Franchise Agreement, the PROPOSER must provide all labor, supervision, equipment, and materials in conformance to all required permits and regulatory requirements.

CITY intends to secure a PROPOSER to provide the following types of services.

**4.1 Single-Family Residential Solid Waste Collection Services- General Service Requirements**

Single-family residential customers include residential houses with four (4) or fewer living units, including each unit of a single-family residence, duplex, triplex, fourplex, or townhouse condominium for which there are separate collection services provided to each domicile unit. The rates charged to residents for different solid waste containers will be variable to encourage recycling and the cost to provide all related weekly recycling and green waste collection services will be included in the rate to provide solid waste collection service. The rate also includes a charge for street sweeping service. Solid waste, recycling and green waste collection services are mandatory for all single-family residential units in the CITY in accordance with Chapter 8.08 of the Vacaville Municipal Code. PROPOSER will provide a reduced fee for qualified lifeline customers and an additional fee for back yard service customers. Lifeline customers are defined as those customers 62 years or older. Leisure Town is a special collection area of the CITY (see Figure 1) that requires smaller and lighter weight collection vehicles (6 cubic yard body Bison model or EVO brand split body) for solid waste collection on the circle street of Leisure Town including Bryce Way. Leisure Town includes some customers who also receive Lifeline service. Lifeline and Leisure Town Lifeline customers will have the option to receive recycling and green waste service at

a separate subscription rate. Backyard collection is solid waste collection for disabled customers only. A separate Backyard rate applies.

PROPOSERS should note that the smaller, lighter weight collection vehicle (required for solid waste service in the Leisure Town circle streets and Bryce area of the CITY) are also required to operate in Downtown Vacaville, an alley that runs behind Buck Avenue and a few streets that run perpendicular to Vine Street.

For all residential premise customers, collection of solid waste will be at the curb unless special fee arrangements are made with the customer for back yard service as discussed in Section 4.1.8.

#### **4.1.1 Weekly Single-Family Residential Solid Waste Collection Service**

PROPOSER will provide new or refurbished used wheeled cart container(s) for weekly collection of solid waste. Customers will be offered one (1) container from the following size options: 32, 64 or 96 gallon (or equivalent). The default service level will be a 96 gallon cart container (or similar size; e.g., 95 gallon) if the customer does not specify the size of the cart container.

#### **4.1.2 Weekly Single-Family Residential Single Stream Recycling Collection Service**

PROPOSER will provide new or refurbished wheeled cart containers for weekly collection of single stream recyclable materials. Customers will be offered one (1) new or refurbished 96 gallon size cart container (or equivalent) as the default service level. Customers can request a 32 or 64 gallon cart container in lieu of the 96 gallon cart container at no additional cost. A second recycling cart container can also be requested by the customer at no additional cost. Customers located in the Leisure Town area of the CITY (See Figure 1) that reside on the “Circle Streets” and Bryce Way are not eligible for residential single stream recycling, therefore an alternate program utilizing local Boy Scout troops is provided monthly for the collection of recyclables.

Materials that customers can place in the cart containers for recycling will include: mixed paper (e.g., ledger, computer, junk mail, magazines, paperback books, cereal boxes, envelopes, paper shopping bags, and non-metallic wrapping paper); corrugated cardboard; newspaper; scrap metal including aluminum cans, and foil; steel, bi-metal and tin cans; glass jars and bottles; plastic types 1-7; plastic tools and toys and other plastic materials (if readily identifiable as being recyclable); juice boxes and milk cartons (aseptic packaging, Tetra Pak); and telephone books. At the sole discretion of the CITY, additional materials for recycling collection may be added during the term of the Franchise Agreement.

#### **4.1.3 Weekly Single-Family Residential Green Waste Collection Service**

PROPOSER will provide new or refurbished wheeled cart containers for weekly collection of green waste (organic) materials. Customers will be offered one (1) new or refurbished 96 gallon (or equivalent) cart container as the default size. A second green waste cart container can also be requested by customers at no additional cost. The PROPOSER is not required to offer green waste collection services to the Leisure Town circle streets and Bryce Way areas of the CITY (See Figure 1).

The list of allowable green waste materials customers can set out for collection in the cart containers is listed below:

- Plant Trimmings
- Grass, Weeds, Leaves
- Small Wood Pieces

- Organic Yard Debris
- Fruit and Vegetables

Customer specifications for green waste set out include materials not to exceed 6-inches in diameter and not to exceed 4 feet in length.

#### **4.1.4 Weekly Single-Family Residential Used Motor Oil and Used Motor Oil Filter Recycling Collection Service**

PROPOSER will provide weekly collection of used motor oil and used motor oil filters. Residents will be required to place the motor oil and motor oil filters at the curbside for collection. PROPOSER will be required to deliver up to two (2) used motor oil containers (i.e., five-gallon jug with screw top) and two (2) filter bags to single-family residents within five (5) business days of request. PROPOSER will collect used motor oil and used motor oil filters set out in containers and plastic bags provided by PROPOSER.

Proposer must describe in its proposal how it will provide this service and the estimated annual volume of used oil and filters collected. The PROPOSER will also be required in its proposal to describe how it will recycle the used oil and filters and an estimate of the number of gallons per year recycled.

#### **4.1.5 Weekly Single-Family Residential Household Battery Recycling Collection Service**

PROPOSER will provide weekly collection of household batteries to all single-family residential customers. The types of batteries allowed for collection and recycling will include:

- Regulated batteries must bear the 3 chasing arrows or a comparable recycling symbol.
- Nickel-cadmium batteries must be labeled “nickel-cadmium” or “Ni-Cd,” with the phrase “BATTERY MUST BE RECYCLED OR DISPOSED OF PROPERLY.”
- Regulated lead-acid batteries must be labeled “Pb” or with the words “LEAD,” “RETURN,” and “RECYCLE” and, if the regulated batteries are sealed, the phrase “BATTERY MUST BE RECYCLED.”
- Rechargeable consumer products containing non-removable Ni-Cd batteries must be labeled with the phrase “CONTAINS NICKEL-CADMIUM BATTERY. BATTERY MUST BE RECYCLED OR DISPOSED OF PROPERLY.”
- Rechargeable consumer products containing non-removable regulated lead-acid batteries must be labeled with the phrase “CONTAINS SEALED LEAD BATTERY. BATTERY MUST BE RECYCLED.”

PROPOSER will require residents to place the batteries in a clear plastic bag and then place the plastic bag on top of their recycling cart for collection. PROPOSER must describe its plan to provide this service including resident participation requirements.

#### **4.1.6 Annual Single-Family Residential Holiday Tree Recycling Collection Service**

PROPOSER will provide annual collection of holiday trees for fifteen (15) consecutive business days commencing on the first weekday following December 25th. Residents will be required to place trees inside or adjacent to the green waste cart container for collection. PROPOSER will be required to collect trees for fifteen (15) business days. After fifteen (15) business days commencing December 26<sup>th</sup> or on the first weekday following December 25<sup>th</sup>, customers must place the holiday tree in the green waste container in accordance with the rules for acceptable disposal (Section 4.1.3). PROPOSER will be required to collect holiday trees placed inside or adjacent to the green waste cart container and dispose at its designated compost facility for processing and reuse.

PROPOSER will provide debris boxes upon the request of the CITY for the collection of holiday trees by Boy Scout troops on the two weekends following December 25<sup>th</sup>.

PROPOSER must describe its plans to provide this service including resident participation requirements.

#### **4.1.7 Twice Annual Single-Family Residential On-Call Clean Up Program**

PROPOSER will provide single-family residents on-call curbside collection service of two (2) times each calendar year at no additional charge to customers. The cost of this service will be included in the cost of services for that service level. PROPOSER will allow the service to be scheduled by customer from January 1 through December 31 each year and will provide this service within five (5) business days after receiving request from customer. Customers have the option of combining their two (2) collections into one (1) collection per calendar year.

The single-family residential customer on-call participation guidelines include:

- 1) Solid Waste, Recyclable Materials, Green Waste – Up to two (2) cubic yards of material per event equivalent to 12 bags not to exceed 25 lbs. each. Such materials must be bagged, boxed, bundled, or containerized by the Customer.
- 2) Major Appliances – One large appliance (e.g., washing machine, clothes dryer, refrigerator, freezer).
- 3) Bulky Items – One (1) large bulky item (e.g., furniture, mattresses, or up to four tires).

PROPOSER will reject: liquids or sludges; materials which exceed eight (8) feet in length; commercial-sized refrigerators or freezers; construction and demolition debris; hazardous waste; and medical waste.

PROPOSER may reject any individual item that weighs more than seventy-five (75) pounds (excluding major appliances) unless customer has paid, or has agreed in advance to pay an additional fee for service. PROPOSER may reject un-containerized materials if it is deemed that collection of such material involves a safety or other hazardous situation. In such a situation, the PROPOSER is required to leave a “non-collection notice” label on the container for the reason(s) the material was not picked up.

PROPOSER will be required to separate and recycle all bulky waste materials it collects that can be feasibly recovered and reused.

PROPOSER must describe its on-call bulky waste recycling plan to collect and process the materials collected. PROPOSER will recycle all materials allowed for collection in the residential on-call clean up program

#### **4.1.8 Single-Family Residential Lifeline, Leisure Town, Leisure Town Lifeline and Back Yard Collection Service**

PROPOSER will provide a reduced fee for qualified lifeline customers and an additional fee for back yard service customers. Lifeline customers are defined as those customers 62 years or older. Leisure Town is a special collection area of the CITY (see Figure 1) that requires lighter weight collection vehicles (6 cubic yard body Bison model or EVO brand split body) for solid waste collection. Leisure Town includes some customers who also receive Lifeline service. Each type of customer will be offered one (1) new or refurbished container in sizes including 32, 64 or 96 gallon (or equivalent) for solid waste collection. The default service level will be a 96 gallon cart container (or similar size; e.g., 95 gallon) if the customer does not specify the size of the cart container. In addition, Lifeline and Leisure Town Lifeline customers will have the option to receive recycling and green waste service at a subscription rate.

PROPOSER must describe its plans to collect cart containers from back yard customers including any and all additional fees related to distance or cart container size including procedures for collection.

## **4.2 Multi-Family Residential Collection Services- General Service Requirements**

Multi-family residential customers include premises with five (5) or more living units at one (1) address, which have common solid waste and recyclable material collection service for all units in the building and are billed to the facility owner as the customer. For multi-family residential units, the customer is defined as the property manager or owner.

At a minimum, each multi-family unit will have an equivalent of a 32 gallon as the default size for solid waste and recycling material container capacity. PROPOSER will be required to provide carts, bins, and debris boxes stored at the service location designated by the customer.

### **4.2.1 Weekly Multi-Family Solid Waste Collection Service**

PROPOSER will provide new or refurbished wheeled cart containers (32, 64, and 96 gallon) with the 32 gallon cart container as a default size, and new or refurbished bins (1, 2, 3, 4, and 6 yard capacity) for at least once per week (i.e., minimum service level) or more often (1-6 times per week frequency) for collection of solid waste. At a minimum, each multi-family unit will have an equivalent of a 32 gallon as the default size for solid waste material container capacity.

### **4.2.2 Weekly Multi-Family Single Stream Recycling Collection Service**

PROPOSER will provide new or refurbished wheeled cart containers (96 gallon default) and new or refurbished used bins (1, 2, 3, 4 and 6 yard capacity) for at least once per week (i.e., minimum service level) or more often (1-6 times per week frequency) for collection of recyclable materials. At a minimum, each multi-family complex will have an equivalent of a 96 gallon as recycling material container capacity. PROPOSER will ensure that property managers or owner have subscribed to the appropriate service level for the number of living units located at the building.

Recyclables collection service is mandatory for all multi-family service locations. PROPOSER will describe in detail in its proposal a detailed plan on how it intends to meet Assembly Bill AB 341 that mandates 75 percent diversion of recyclable materials collected from multi-family facilities by the year 2020.

### **4.2.3 Weekly Multi-Family Green Waste Collection Service**

Green waste collection service is offered to multi-family premises on a subscription only – multi-family facility property manager or owner customers may separately contract removal of green waste materials with landscaping or other third party companies.

For subscription service, PROPOSER will provide new or refurbished wheeled cart containers (96 gallon as default) and new or refurbished bins (1, 2, 3, 4, and 6 yard capacity) for at least once per week service or more often (1-6 times per week frequency) for collection of green waste materials.

### **4.2.4 Weekly Multi-Family Household Battery Recycling Collection Service**

PROPOSER will provide weekly collection of household batteries to all multi-family residential customers. PROPOSER will offer a 32 gallon cart container specifically labeled and designated for the drop-off and collection of household batteries from multi-family units. The types of batteries allowed for collection and recycling will include those previously listed in Section 4.1.5.

PROPOSER will require multi-family residents to place the batteries in a clear plastic bag and then place the plastic bag within the designated 32 gallon cart container properly labeled for disposal of household batteries for collection. Proposer must describe its plans to provide this service including multi-family resident participation assumptions.

#### **4.2.5 Annual Multi-Family Holiday Tree Recycling Collection Service**

PROPOSER will provide for a fee, annual collection of holiday trees for fifteen (15) consecutive business days commencing December 26 or the first weekday following December 25. PROPOSER will deliver a bin or debris box for holiday tree collection to multi-family complexes upon request of the owner or property manager. Holiday trees must be placed in a bin or debris box by the multi-family residents. The location for delivery of the bin or debris box will be agreed upon by the owner or property manager. PROPOSER will remove the bin or debris box on the date requested by the owner or property manager, which will be no later than fifteen (15) consecutive business days after December 26.

PROPOSER will notify all multi-family unit residents and customers annually of this program and explain the program, the dates of service, and any material collection preparation or participation requirements. Holiday trees must be free of any trimming objects for proper placement in the bins or debris box. PROPOSER will be able to charge customers an additional fee for this service.

Proposer must describe how it plans to provide this service for multi-family customers.

#### **4.3 Commercial Business Collection Services - General Service Requirements**

Commercial business customers are defined as all businesses, institutions, and industrial operations located within the CITY, except for any business that is operated at a residential property, which is deemed part of the single-family resident collection service.

PROPOSER will be required to provide service carts, bins, and/or debris boxes at a size and frequency requested by the customer. PROPOSER must provide a rate schedule denoting all service levels and all possible frequencies of collection when discussing solid waste, recycling, and yard collection service changes with customers. Solid waste and recyclable collection service is mandatory for all commercial service locations. Green waste collection for commercial customers is on a subscription basis.

##### **4.3.1. Solid Waste Collection for Commercial Customers**

PROPOSER will provide new or refurbished wheeled cart containers (32, 64, and 96 gallon capacity) with a 32 gallon cart container as the default size, and new or refurbished bins (1, 2, 3, 4 and 6 yards) for at least once per week (i.e., minimum service level) or more often (1-6 times per week frequency) for collection of solid waste. Commercial business customers will have the ability to subscribe to the appropriate service level (container or bin size) that meets the needs of the customer.

PROPOSER must describe in its proposal how it plans to provide solid waste collection service for commercial customers. PROPOSER must also provide a table showing its assumptions regarding the annual tonnage collected, number of container pick ups per route per day and the container size, frequency of pick up and number of customers served per week.

##### **4.3.2 Source Separated Recycling and Single Stream Collection Service for Commercial Customers**

PROPOSER will provide new or refurbished wheeled cart containers (32, 64, and 96 gallon capacity) with the 96 gallon cart container as the default size; and new or refurbished bins (1, 2, 3, 4 and 6 yard capacity) for at least once per week (i.e., minimum service level) or more often (1-6 times per week frequency) for collection of source separated and single stream recyclable materials. PROPOSER will ensure that the commercial business, property manager or owner have subscribed to the appropriate service level for the type and size of business. Commercial business customers will have the ability to subscribe to the appropriate service level (container or bin size) that meets the needs of the customer.

PROPOSER must describe in its proposal how it plans to provide this service for commercial customers. PROPOSER must also provide a table showing its assumptions regarding the annual tonnage collected,

number of container pick ups per route per day and the container size, frequency of pick up, and number of customers served per week.

Recyclables collection service is mandatory for all commercial business service locations. PROPOSER will describe in detail in its proposal a detailed plan on how it intends to meet Assembly Bill 341 that mandates 75 percent diversion of recyclable materials collected from commercial business customers.

#### **4.3.3 Green Waste and Food Waste Collection Service for Commercial Business Customers**

Green waste and food waste collection service for commercial business customers is subscription only – commercial businesses may separately contract for removal of green waste materials with landscaping companies and other entities as previously discussed in Section 2.9. PROPOSER will provide new or refurbished wheeled cart containers (96 gallon as default capacity) and bins (1, 2, 3, 4, and 6 yard capacity) for at least once per week (i.e., minimum service level) or more often (1-6 times per week frequency) for collection of green waste materials. Commercial business customers will have the ability to subscribe to the appropriate service level (container or bin size) that meets the needs of the customer.

CITY encourages PROPOSERS to proactively seek out commercial customers that will subscribe to food waste collection services.

PROPOSER must describe in its proposal how it plans to provide this green waste and food waste service for commercial customers. PROPOSER must also provide a table showing its assumptions regarding the annual tonnage collected, number of container pick ups per route per day and the container size, frequency of pick up, and number of customers served per week.

#### **4.4 CITY Facilities Collection Services**

CITY facilities include all buildings, ancillary facilities, parks or land maintained by CITY. The list of CITY collection locations, service types, levels of service, and service frequency is presented in Appendix 5.

Service types include solid waste, recycling, and green waste containers placed in public areas for use by the public and the CITY administration. These include CITY street litter and public recycling receptacles. PROPOSER will be required to service all solid waste, recycling and green waste carts, bins and debris boxes at CITY facilities.

Collection services provided by the PROPOSER will be offered at “no cost,” to the CITY.

##### **4.4.1 Solid Waste Collection for CITY Facilities**

PROPOSER will provide new wheeled cart containers (96 gallon), and bins (1, 2, 3 4, and 6 yard capacity) for collection of solid waste. The location, container size, and frequency is presented in Appendix 5.

CITY will have, at its sole discretion, the ability throughout the term of the Franchise Agreement to revise collection locations, service types, levels of service, and service frequency for CITY facilities.

PROPOSERS should review the CITY’S collection locations, service types, levels of service, and service frequency to ensure they have accounted for any anticipated revisions in CITY services over the term of the Franchise Agreement. The frequency of collection will be at least one (1) and up to six (6) days per week. PROPOSER must provide notice to the CITY of any non-functioning containers or receptacles within twenty-four (24) hours of observing the problem and replace those containers and receptacles within 24 hours after notification to the CITY.

PROPOSER must describe in its proposal how it plans to provide this service for CITY facilities.

#### **4.4.2 Single Stream Recycling Collection for CITY Facilities**

PROPOSER will provide wheeled cart containers (96 gallon), bins (1, 2, 3, 4 and 6 yard capacity) for collection of single stream recycling materials at all CITY facilities. The frequency of collection will be at least one (1) and up to six (6) days per week. Recyclables collected in public receptacles include single stream, commingled fibers (mixed paper) and containers (i.e., glass, metal, and plastic). PROPOSER must provide notice to the CITY of any non-functioning containers or receptacles within twenty-four (24) hours of observing the problem and replace those containers and receptacles within 24 hours after notification to the CITY. CITY will have, at its sole discretion, the ability throughout the term of the Franchise Agreement to revise recycling collection locations, service types, levels of service, and service frequency for CITY facilities.

PROPOSER must describe in its proposal how it plans to provide this single stream recycling service for CITY facilities.

#### **4.4.3 Green Waste Collection for CITY Facilities**

PROPOSER will provide wheeled cart containers (32, 64, and 96 gallon) and bins (1, 2, 3, 4 and 6 yard capacity) for collection of green waste as presented in Appendix 5. The frequency of collection will be at least one (1) and up to six (6) days per week. PROPOSER must provide notice to the CITY of any non-functioning containers or bins within twenty-four (24) hours of observing the problem and replace those containers within 24 hours. CITY will have, at its sole discretion, the ability throughout the term of the Franchise Agreement to revise green waste collection locations, service types, levels of service, and service frequency for CITY facilities.

PROPOSER must describe in its proposal how it plans to provide this single stream and source separated recycling service for CITY facilities.

#### **4.5 Collection Services for the Vacaville Unified School District (VUSD) and the Travis Unified School District (TUSD).**

PROPOSER will provide all Vacaville Unified School District (VUSD) schools and those Travis Unified School District (TUSD) schools located within the CITY limits free solid waste, recycling, and green waste service. Schools that elect to participate in the free service are required to participate in a school recycling and waste diversion program that yields not less than a 25 percent diversion of all waste generated. PROPOSER will conduct a preliminary waste audit to determine the most cost effective and appropriate level of service to be provided to each school. Waste audits will include the establishment of a baseline to measure the required diversion goal against and a plan to divert material generated by each school. PROPOSER shall provide one annual recycling/waste diversion instructional lesson to all 2<sup>nd</sup> Grade classrooms within the VUSD and TUSD located within the CITY.

#### **4.6 Mixed Construction and Demolition (C&D) Material Collection and Recycling Services**

PROPOSER will provide exclusive service and collect mixed construction and demolition (C&D) material from single-family residential, multi-family complexes, commercial businesses and CITY facilities by providing debris boxes with a capacity of 20, 25, 30, 35, and 40 yards. Construction and demolition material is defined as and includes (1) discarded materials generally considered to be not water soluble and non-hazardous in nature, including but not limited to steel, copper, aluminum, glass, brick, concrete, asphalt material, pipe, gypsum, wallboard, and lumber from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure and/or landscaping, including rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing, landscaping and development operations for a construction project;

(2) remnants of new materials, including but not limited to: cardboard, paper, plastic, wood, and metal scraps from any construction and/or landscape project.

The frequency of collection will be at the discretion of the customer and include temporary services (one-time only), and regular continuing services from one (1) and up to six (6) days per week.

The PROPOSER will deliver, and recycle for reuse at a certified C&D facility, materials collected at single-family, multi-family and commercial customer locations. PROPOSER must describe in its proposal how it intends to meet the CITY'S goal of 95 percent diversion of the C&D waste stream. Mixed C&D that qualify as recyclable and reusable materials means and includes:

- (1) Inert solids including asphalt, concrete, rock, stone, brick, dry wall, sand, soil and fines;
- (2) Wood materials, including any and all dimensional lumber, fencing or construction wood that is not chemically treated, creosoted, CCA pressure treated, contaminated or painted;
- (3) Vegetative materials, including trees, tree parts, shrubs, stumps, logs, brush or any other type of plants that are cleared from a site for construction or other use;
- (4) Metals, including all metal scrap such as, but not limited to, pipes, siding, window frames, door frames and fences;
- (5) Roofing materials including wood shingles and shakes as well as asphalt, stone and slate based roofing material;
- (6) Salvageable materials and structures, including, but not limited to dry walls, doors, windows, fixtures, hardwood flooring, sinks, bathtubs and appliances; and
- (7) Other materials that the CITY Public Works Department determines as divertible.

#### **4.7 Street Sweeping Services**

PROPOSER will provide removal of debris performed by means of a mechanical street sweeping machine for street sweeping services on CITY residential streets and on CITY streets located in Business Districts (areas bounded by Monte Vista Avenues on the north, Mason Street on the south, Cernon Street on the west and including the entire width of these streets, but excluding Main Street and East Main Street) and major arterials (streets with a width wider than forty eight (48) feet) at a regular frequency. Sweeping service will include CITY municipal parking lots as listed in Appendix 5.

Removal of street debris is defined as all material normally picked up by a mechanical sweeper such as sand, dirt, gravel, leaves, grass, paper, cans, and other such materials. Removals will also include large items such as large stones, tree limbs, wood, and other such materials in the areas to be swept that can be picked up and put into the sweeper by one person.

All street sweeping equipment may be new or used. If the equipment is used, it must be three (3) years or less in age at the time of the effective date of the Franchise Agreement..

Street sweeping service specifications include:

- Daytime sweeping will start no earlier than 6:00 am and end no later than 2:30 pm that same day.
- PROPOSER will provide a complete sweep of all curb miles on publicly-maintained streets and parking lots in the CITY. PROPOSER will be responsible, for each curb mile, for sweeping all curbs including median islands and the corners from any cross street intersecting the street.
- PROPOSERS will obey all traffic laws and will perform their operations so that sweepers are traversing their routes in the normal direction of traffic.

- ❑ Street sweeping speed will not exceed the vehicle manufacturer's recommendations for the sweeper and/or the speed for good street cleaning practices as determined by the CITY Public Works Director. In no event shall vehicle speed exceed eight (8) miles per hour during sweeping operations.
- ❑ PROPOSER will sweep a full path, with all brooms down, except near parked cars, structures or other objects. The sweep path will begin at the face of the curb and flow the flow line of the gutter. On streets with no curb and gutter, the width of the sweeper path will be from the edge of the pavement toward the center of the street.
- ❑ PROPOSER will obtain water from CITY-owned hydrants for the water necessary in the street sweeping operation. PROPOSER will report monthly to the CITY the total volume in gallons of water used each month.
- ❑ The PROPOSER will maintain a minimum of three (3) street sweepers; one (1) will be reserved as back-up in the event there is equipment failure on the primary sweepers.
- ❑ Equipment will be equipped with dual gutter brooms and a main broom to sweep a minimum of a nine-foot path. Mechanical brushes and brooms will be maintained in proper condition and will be replaced as recommended by the manufacturer or when performance becomes impaired.
- ❑ All sweeping equipment must be accessible from PROPOSER'S facility utilizing a two-way radio or cell phone to ensure adequate response time to communicated needs.
- ❑ Safety devices required on all sweeping equipment will consist of all California D.M.V. required safety devices, including safety back-up warning alarm, driver safety belt(s), and rotating/strobe type warning light or light bar. All devices must be in good working order at all times.
- ❑ PROPOSER will employ competent and experienced drivers and mechanics for the performance of the services required hereunder. Drivers will be in uniform or other suitable clothing.
- ❑ All drivers will have a valid California Drivers License of the appropriate class required for the equipment he/she is operating. PROPOSER will have sufficient back-up manpower to perform the services required hereunder.

PROPOSERS will provide all owners and occupants of all premises in the CITY reasonable notice of the schedule when street sweeping will occur in specified areas of the CITY. Such notice will be provided to property owners at least annually and, upon a change in ownership or occupancy, as set forth in the Franchise Agreement.

PROPOSER must describe in its proposal how it plans to provide street sweeping services to the CITY including but not limited to the number and type of vehicles; frequency of street sweeping and weekly schedule; and recycling and disposal of street sweeping materials.

The City Council, by resolution, will have the power to provide for the inclusion in the Franchise Agreement such terms as it deems necessary to protect the interest of the CITY, including but not limited to, hours and days of operation, reporting requirements, and notice provisions, the violation of which will be deemed a breach of Franchise Agreement and/or a violation of the Vacaville Municipal Code and may be enforced pursuant thereto. (Ordinance 1570 §1(part), 1997).

#### **4.8 Street Sweeping – Owner/occupant obligations**

Owners and occupants of premises are required to remove all automobiles and other items under their ownership and/or control from the streets in the vicinity of their premises on the dates and during the times when street sweeping is scheduled to occur, subject to the rules and procedures set forth by the PROPOSER and approved by the City Council (Ordinance 1570 §1(part), 1997).

#### **4.9 Household Hazardous (HHW) Facility and Universal Waste Collection and Drop-Off**

The PROPOSER will provide to CITY single-family, and multi-family residents, free of charge, a Permanent Household Hazardous Waste (HHW) facility and drop-off location for batteries, used oil, used automotive filters, latex and oil-based paints, stains and varnishes, cleaners and disinfectants, pool and spa chemicals, photo chemicals, fertilizers, aerosols, and adhesives for the proper and safe collection, recycling and disposal of these materials. Residents in the City of Dixon and unincorporated Solano County are Participating Jurisdictions and are also allowed to use the CITY HHW facility. A per car charge is charged to these two jurisdictions for their participation. The HHW facility will also be required to accept Universal Waste which is defined as, but not limited to:

- Batteries - includes all batteries, AAA, AA, C, D, button cell, 9-volt, and all others, both rechargeable and single use containing Cadmium, Copper, and (in older batteries) Mercury
- Cell Phones containing Antimony, Arsenic, Beryllium, Cadmium, Copper, Lead, Nickel, Zinc
- Computers and Computer Monitors containing Arsenic, Cadmium, Lead, PCBs
- Electronic Devices containing Lead
- Fluorescent Lamps
- Mercury wastes like thermometers and toys
- Non-empty Aerosol Cans containing Propane, Butane, Pesticides
- Televisions containing Arsenic, Cadmium, Lead, PCBs

The PROPOSER is required to maintain and operate the HHW facility within the CITY limits. The HHW will be opened every Saturday (except CITY holidays), from 9:00 A.M. to 3:00 P.M.

PROPOSER will provide to CITY a program for conditionally exempt small quantity generators (CESQGs) to dispose of hazardous waste for a fee based upon the type and quantity of the waste.

PROPOSER shall establish criteria to identify items appropriate for reuse. A site must be established at the designated HHW facility to safely store and distribute these items. Items identified as being reusable shall be offered to the public at no cost.

PROPOSER must describe in its proposal how it plans to provide and maintain the HHW service for local residents including the potential location of the facility, facility size, handling of materials to include criteria for reuse, response to potential spills that may occur on-site, staffing and management plans. The PROPOSER will also provide detailed information on any subcontractor(s) it uses to transport, recycle, process, and reuse the materials.

#### **4.10 CRV Buy-Back Facility**

The PROPOSER will provide to CITY single-family, and multi-family residents, a California Redemption Value (CRV) center located within the CITY limits for drop-off and buy back of CRV materials. The CRV center will provide the public with a convenient location to drop-off recyclable materials with CRV redemption qualities including aluminum cans, glass, plastic bottles, cardboard, and newspaper among other materials with a value. The CRV center will be opened from 9:00 a.m. to 3:00 p.m. six (6) days per week, Monday through Saturday, except on CITY-designated holidays.

PROPOSER shall employ members of the non-profit organization Pace Solano, an organization that provides employment opportunities to adults with developmental disabilities, to staff the CRV Center. (local office: 707- 455-3800).

PROPOSER must describe in its proposal how it plans to provide and maintain the CRV center for local residents including the potential address of the facility, facility size, scale weighing procedures, CRV redemption cash transaction procedures, staffing and management plans.

#### **4.11 Other Collection Service Provisions**

The following describes other basic collection related services that the PROPOSER will be required to provide CITY customers.

##### **4.11.1 Transport and Deliver CITY Recyclable Materials to a Material Recovery Facility**

The PROPOSER will transport and deliver CITY'S recyclable materials to a Materials Recovery Facility ("MRF") for the purpose of processing recyclable materials collected in the CITY. PROPOSER must describe in its proposal how it plans to arrange for the transportation (direct haul or reloading in transfer trailers) and deliver CITY recyclable materials to a MRF for the purpose of processing recyclable materials collected in the CITY.

##### **4.11.2 Process CITY Recyclable Materials at a Material Recovery Facility**

The PROPOSER will make arrangements for or provide a MRF for the purpose of processing recyclable materials collected in the CITY. PROPOSER will not commingle source separated materials with single stream recyclable materials delivered to or processed at the MRF. The PROPOSER will be responsible for the processing, marketing, and sale of recyclable materials, residential clean up items, and other materials. The total amount of residuals after processing will not exceed ten percent (10%) by weight. The PROPOSER will be entitled to retain 100 percent (100%) of all applicable proceeds. The PROPOSER will be required to indemnify the CITY for the diversion of recyclables in accordance with AB 939 and AB 341 (multi-family and commercial recycling).

PROPOSER must describe in its proposal how it plans to arrange for or provide a MRF for the purpose of processing recyclable materials collected in the CITY. Proposer will provide in its proposal a complete description of the MRF site facility including a location map relative to the CITY; weighing and scale procedures; MRF site plan including traffic flow in and out; description of the MRF processing equipment; processing flow chart; list of other communities utilizing the facility; and the MRF material marketing plan.

##### **4.11.3 Transport and Deliver CITY Green Waste Materials to an Organics Recycling and Compost Facility**

The PROPOSER will transport and deliver CITY'S food and green waste materials to an organics recycling and composting facility for the purpose of processing food and green waste materials collected in the CITY.

PROPOSER must describe in its proposal how it plans to arrange for the transportation and delivery of CITY green waste materials to an organics recycling and composting facility for the purpose of processing and composting materials collected in the CITY.

##### **4.11.4 Process CITY Green Waste Materials at an Organics Recycling and Compost Facility**

The PROPOSER will make arrangements for or provide a facility for the purpose of processing commercial food and green waste materials collected in the CITY. PROPOSER will be responsible for the processing, marketing, and sale of green waste materials.

The PROPOSER will recycle a minimum of ninety-five percent (95%) of the CITY'S green waste material at its designated organics processing and composting facility and will be entitled to retain one

hundred percent (100%) of all applicable proceeds. The PROPOSER will be required to indemnify the CITY for diversion of recyclables in accordance with AB 939 and AB 341 (multi-family and commercial recycling).

PROPOSER must describe in its proposal how it plans to arrange for or provide an organics processing and compost facility for materials collected in the CITY. PROPOSER will provide in its proposal a complete description of such facility including a location map relative to the CITY; weighing and scale procedures; site plan including traffic flow in and out; description of the processing equipment; list of other communities utilizing the facility; and the MRF/Compost material marketing plan.

#### **4.11.5 Disposal of Solid Waste Collected in the CITY**

The PROPOSER will make arrangements for or provide a disposal facility for the purpose of disposing of the CITY'S solid waste materials collected from single-family, multi-family, commercial businesses, and CITY facilities. The PROPOSER must include in its proposal a solid waste disposal plan that demonstrates the PROPOSER'S ability to arrange for disposal of the CITY'S solid waste for the term of the Franchise Agreement.

The PROPOSER will be required to provide proof that the designated disposal facility can accept the entire CITY'S solid waste tonnage during the term of the Franchise Agreement. PROPOSER must provide a written Agreement with the disposal facility stating that it can accept the projected total solid waste stream generated in the CITY during the term of the Franchise Agreement and any extension of the term. PROPOSER must indicate the cost per ton disposal fees per material type, projected tons disposed and tonnage disposal guarantee it will offer the CITY. The plan should specify the facility(ies) and fees for the disposal of all materials in the CITY including green waste for processing and composting and construction and demolition waste recycling.

#### **4.11.6 Free Dump Pass**

PROPOSER will provide annually to the CITY, 400 free dump passes, at the designated disposal facility that the CITY can distribute to residential customers at its sole discretion. The free dump pass will allow customers to dispose of materials, types, and weights the same as the residential on-call clean up program described in Section 4.7.1. PROPOSERS will describe in their proposal, agreement to provide this program to the CITY.

#### **4.11.7 Community Service**

PROPOSER will provide a list of community services and or community enhancements provided to contracted municipalities/jurisdictions within the last five (5) years. PROPOSERS must present a description of the community service/enhancement and estimate annual monetary amount provided as well as contact information necessary to verify the information provided.

### **5.0 Other Service Provisions and Programs**

#### **5.1 Public Education and Outreach Activities**

All public education activities will be a collaborative effort between the CITY and PROPOSER to ensure that customers consistently receive a high level of service and responsiveness. PROPOSER will prepare an annual public education plan and meet with the CITY to review the plan and, furthermore, meet with CITY staff quarterly to discuss all promotion materials and implementation of the promotion strategy. All promotional materials will be printed in English and made available upon request by the CITY in alternative language formats.

The PROPOSER will hire at least one (1) experienced, full-time staff member who will serve as its dedicated recycling coordinator. The PROPOSER'S recycling coordinator will be responsible for developing public education strategies and preparing public education materials.

PROPOSER shall establish a public education fund and remit to CITY \$60,000 per year for public education and outreach activities for the CITY'S use at its sole discretion.

The PROPOSER will be responsible for implementing the public education and outreach activities specified below.

## **5.2 Residential Public Education and Outreach Programs**

- Distribute public education and promotion materials during roll-out of the new collection services program. This will involve mailing each single-family residential customer a post card requesting the size of each container (solid waste, recycling, and green waste) along with the rate schedule prior to roll out. The PROPOSER will also distribute new program literature and program schedules with the delivery of new or refurbished container carts.
- Actively collaborate with CITY on the public education and outreach strategy and development of materials to support roll-out of new collection services.
- Distribute public education and outreach promotion materials to new customers during the term of the Franchise Agreement.
- Provide public education door hangers, posters, and other promotional materials at program roll-out and during the term of the Franchise Agreement.
- Collection drivers to set-out correction notices during the term of the Franchise Agreement.
- Assemble and deliver used oil and filter, and battery and cell phone recycling packages upon request from customers.
- Deliver household battery and cell phone recycling packages upon request from customers.
- Insert with customer's bills up to four (4), public education and outreach inserts produced by PROPOSER. Mandatory bill inserts will include information regarding (a) twice annual residential on-call clean up program, (b) holiday tree pick up schedules, (c) other information regarding the CRV and HHW drop-off facilities in the CITY, and (d) rate changes.

PROPOSER in its proposal must provide comprehensive and detailed information concerning the public education and outreach program it intends to provide the CITY including the types of written materials to distribute and their distribution schedule. The PROPOSER will also submit examples regarding roll-out of public education materials for the new services program plus other public education and outreach material examples.

## **5.3 Multi-Family and Commercial Public Education and Outreach Programs**

PROPOSER must provide a multi-family and commercial public education and outreach program plan. In its plan, the PROPOSER will describe how it plans to meet the 75 percent AB 341 recycling mandates for multi-family and commercial business customers by the year 2020. The PROPOSER will at a minimum, implement the following programs:

- Distribute public education and outreach promotion materials to customers during the term of the Franchise Agreement.
- PROPOSER must describe how it will implement and provide on-site technical public education outreach assistance to multi-family customers, property managers, and owners.

- ❑ PROPOSER will be required to annually perform an on-site assessment of waste generation and recycling potential for at least fifty (50) of the largest commercial accounts as measured by total waste generated.

## **5.4 Customer Service Requirements**

PROPOSER is responsible for ensuring that all customer service representatives (CSR's) maintain a professional and courteous demeanor. PROPOSER will be responsible for all employee interactions with customers, and CITY staff. PROPOSER is required to ensure that its customers are consistently treated courteously and are presented with timely, responsive, and thorough solutions to problems and requests for information.

CITY and PROPOSER will meet quarterly to discuss compliance with the customer service standards to ensure that customers in the CITY obtain competent, professional and courteous customer service. PROPOSER will submit a customer service plan that includes, at a minimum, information regarding (1) call center operational plan (2) customer information system (3) website and staffing. Minimum customer service operations will include the following.

### **5.4.1 Customer Service Call Center Operational Requirements**

PROPOSER is required to operate a customer service call center as the primary telephone point of contact and information for all services. The customer service call center is required to be staffed during regular business hours, Monday through Friday from 8:00 a.m. to 5:00 p.m.

PROPOSER must describe in its plan and proposal the ratio of dedicated full-time CSR's to the number of customers for each service types (single-family residential, multi-family residents and commercial businesses). Other customer service call center requirements the PROPOSER shall maintain include:

- ❑ Offer bi-lingual customer service by employing customer service representatives with English and Spanish language capabilities. PROPOSER must provide three (3) examples in providing customer service call center and describe its experience with operating a customer service call center.
- ❑ PROPOSER must describe where the customer service call center will be located and if the calls for other operations outside the CITY will be handled by the same call center.
- ❑ Identify the name, type of equipment, and software used to maintain the customer service information.
- ❑ Have a telephone system that will adequately handle the volume of calls typically experienced on the busiest days.
- ❑ Have a company representative, an answering service, or voice-mail system available for calls received during non-business hours and holidays.
- ❑ Employ sufficient CSR staff and management to ensure that the average answer time is equal to or less than thirty (30) seconds and that the maximum hold time is three (3) minutes.

### **5.4.2 Customer Service Call Center Staffing**

PROPOSER will identify the number of CSR employees, their job functions, and number of hours per week that will be devoted to customer service. PROPOSER must provide its rationale for the proposed staffing level.

- ❑ PROPOSER must provide the work schedule of CSR's (full-time and part-time) and break times.
- ❑ PROPOSER must provide its training strategy for CSR and CSR supervisory staff including its approach to attracting and retaining high quality CSR staff.

### 5.4.3 Website

PROPOSER is required to maintain a high quality website that is frequently updated to serve as a point of contact and information for all services.

- PROPOSER will be required to update the website monthly, and more frequently if necessary.
- PROPOSER will be required to post the current services and rates for all service types and levels.
- The website will offer on-line payment services, and the ability to schedule all customer services.
- The website will allow customers to submit inquiries; complaints; request new service; change in service; request for on-call service and bill payment.

### 5.4.4 Customer Information System Requirements

PROPOSER is required to use a customer service information system with software applications capable of documenting all correspondence and dialogue between PROPOSER and customers.

- PROPOSER must describe in detail the software system it plans to employ.
- Customer service information system will be capable of providing real-time access to customer contact history for the term or any extended term of the Franchise Agreement.
- Customer service information system must be able to document non-collection events including issue description and resolution.
- Date and time of customer correspondence or contact with PROPOSER.
- Date and time response and resolution was provided.
- Customer's name, contact information and address
- Service location information including:
  - a. Number of units
  - b. Number, size and type of solid waste, recycling and green waste cart, and bin containers
  - c. Collection service day
  - d. Route number
  - e. Backyard service status
  - f. Lifeline service status
- Bulky item collection history (e.g., number of services performed per year, date requested, date provided).
- Service issue, complaint or inquiry.
- Time frame stipulated for PROPOSER to resolve issue.
- Description of resolution of service issue or complaint, or response to inquiry.
- Date and time that resolution took place.
- CSR or PROPOSER'S employee identification code inputting the complaint, resolution or inquiry.

### 5.4.5 Customer Billing Requirements

PROPOSER will provide billing services to all customers for all service levels with the following requirements:

- Bill single-family residential customers quarterly in amounts equal to the rate for service for a three (3) month period (quarterly format).
- Bill multi-family and commercial customers monthly in arrears in the amount equal to the customer's subscribed rate for service for a one (1) month period.
- Make available to all customers an automated billing and payment system that should be website based to allow customers to view and pay bills through PROPOSER'S website. PROPOSER must ensure that these customers receive billing inserts are mailed directly.
- Allow customers to suspend service and billings when service is not in use. Single-family residential customers may suspend service for a minimum of one (1) service day; commercial customers may suspend service for a minimum of two (2) service days while multi-family customers may not suspend service without prior written approval from the CITY.
- Maintain an office in the CITY (open for business from 8:00 a.m. until 5:00 p.m., Monday through Friday, exclusive of non-collection holidays) for acceptance of in-person payment of bills. PROPOSER will accept payment in the form of personal checks, money orders, cashier's checks, and credit cards.

#### **5.4.6 Delinquent Payments**

As set forth in Section 8.08.041 of the Vacaville Municipal Code, garbage service is mandatory for all occupied residences. The service provider cannot stop residential service for delinquent or unpaid service bills. In order to recover potentially lost revenues and to prevent those losses from being passed on to all ratepayers in the form of higher collection rates, the CITY annually places liens against the real property at which the unpaid service has been provided. Notification letters regarding the delinquencies are sent by the CITY in February and April, and a final lien notification is mailed in June to the affected property owners. A public hearing is then held in July.

PROPOSER will describe in its proposal how it will track delinquent payments and how it intends to work with the responsible party in seeking payment to collect the required payments.

#### **5.5 Reporting Requirements**

PROPOSER must provide a description of its experience preparing and compiling reports for public agencies. Proposals must include at least two (2) examples of monthly, quarterly, and annual reports submitted to public agencies. A description of the reports that PROPOSER will be required to prepare and submit are listed below.

##### **Monthly Reports**

- Tonnage information for solid waste, recyclables, green waste materials and street sweeping collected;
- Diversion level for all material types;
- Call center data;
- Account summary (number of accounts per service type and service level);
- Incident report (vehicle, safety, etc.);
- HHW Facility Operating Metrics;
- CRV Buy-Back Center Metrics;
- Special events and venues;

- Liquidated damages; and
- Monthly gross revenues and franchise fee calculation.

### **Quarterly Reports**

- Tonnage information for solid waste, recyclable, green waste materials and street sweeping collected;
- Diversion level for all material types;
- Call center data;
- Monthly gross revenues and franchise fees;
- Liquidated damages;
- Account summary;
- Summary of significant accomplishments;
- Hazardous waste and CRV records;
- Construction and demolition reporting;
- Other operational data
- Residential and commercial public education and outreach programs conducted or held and their status and results.

### **Annual Reports**

- Summary of the quarterly reports;
- Diversion reporting;
- Operational information;
- Customer account information;
- Customer service operations;
- Summary of significant accomplishments;
- Summary of monthly gross revenues and quarterly franchise fee payments;
- Final determination and payment of liquidated damages;
- Public education plan;
- Special event reporting;
- HHW Facility Operating Reporting;
- CRV Buy-Back Center Reporting;
- Holiday tree collection services; and
- Construction and demolition reporting.

## 6.0 Franchise Agreement Provision

The procurement schedule in Table 2-1 designates the schedule to select a PROPOSER and to finalize the Franchise Agreement with the selected PROPOSER. In an effort to accomplish this objective, a Franchise Agreement is provided in Appendix 1. The Franchise Agreement provides PROPOSER the required terms and conditions of the required scope of services and the PROPOSERS and CITY'S roles, responsibilities, and obligations.

The CITY is interested in selecting a PROPOSER that is prepared to accept the provisions of the Franchise Agreement in their existing form. PROPOSER may propose exceptions to the provisions. Exceptions must be accompanied by recommended alternative language. If the exceptions to the CITY'S Franchise Agreement are not acceptable to the CITY, the CITY may reject the proposal regardless of its other merits. At the sole discretion of the CITY, all negotiations with a PROPOSER may be limited to the PROPOSER'S exceptions and recommended alternative Franchise Agreement language contained in its proposal.

## 7.0 Proposal Requirements and Scope of Work

### 7.1 Organization of the Proposal Response

Each proposal will be organized in accordance with this Section as outlined in Table 7-1. Instructions for preparing each Section of the proposal shown in the outline are given in the following subsections. PROPOSER will provide, at a minimum, all information required in each section and subsection as part of its proposal. Proposals should concentrate on demonstrating the PROPOSER's ability to fulfill the obligations of the required scope of services. Proposals that do not follow the specified format outlined below, or fail to provide the required documentation, may receive lower scores or be rejected.

PROPOSERS will provide the information as requested and as applicable to the proposed scope of services. Headings and section numbering utilized in the proposal will be the same as those identified in Table 7-1 below. Proposals must include the following information in the format outline as indicated below.

**Table 7-1: Proposal Format and Outline**

Title Page
i. Cover Letter
ii. Table of Contents
Executive Summary
Signed Addenda
1.0 Company Description and Qualifications
1.1. Business Structure
1.2. Collection Experience
1.3. Service Initiation Experience
1.4 Litigation Information

1.5 Financial Information
1.6. Key Management and Support Personnel
1.7 Worker Safety
1.8 Subcontractors
2.0 Operations Proposal
2.1 Solid Waste, Recycling, Green Waste Collection Services
2.2 Street Sweeping Services
2.3 Household Hazardous (HHW) Facility and Universal Waste Collection and Drop-Off
2.4 CRV Buy-Back Facility Service
2.5 Recyclables, Green Waste and Commercial Food Waste Processing Services
2.6 Marketing of Recyclables, and Green Waste Materials
2.7 Mixed Construction and Demolition (C&D) Material Collection and Recycling Services
2.8 Residential On-Call Clean up Collection Services
2.9 CITY Special Event and Venue Collection
2.10 Designated Disposal Facility Services
2.11 Public Education and Outreach Services
2.11.1 Residential Public Education and Outreach Programs
2.11.2 Multi-Family and Commercial Public Education and Outreach Programs
2.12 Customer Service Requirements
2.13 Company Website
2.14 Customer Information System Requirements
2.15 Customer Billing Requirements
2.16 Implementation and Transitional Plan
3.0 Exceptions to Franchise Agreement
4.0 Optional Proposals
5.0 Proposal Forms
6.0 Cost and Rate Proposal
7.0 Appendices

The following provides a fuller description and additional guidance of the proposal requirements outlined in Table 7-1 above.

### **Title Page, Cover Letter, Table of Contents, Executive Summary**

Each proposal must be accompanied by a title page, which provides the name of the proposal solicitation, name and address of the PROPOSER, and date of the submittal.

#### **Cover Letter**

All proposals must be accompanied by a cover letter not exceeding four (4) single-sided pages and should provide the following information:

- Name, address, telephone number, fax number, and email address of the individual authorized to contractually bind the PROPOSER and be signed by the company's authorized representative.
- Name, address, telephone number, fax number, and email address of PROPOSER'S key contact person.
- Description of the type of organization (e.g., corporation, partnership, joint venture, etc.) submitting the proposal.
- Name of the company that will execute the Franchise Agreement, in the event it is awarded.
- A written statement warranting that the requirements of the Franchise Agreement, as described in this RFP document, its enclosures, and all addenda, by listing all addenda and dates received, have been thoroughly reviewed and the PROPOSER has conducted all due diligence necessary to confirm material facts upon which the proposal is based.
- A written statement acknowledging the validity of the proposal contents including proposed rates, compensation, and pricing for not less than three hundred and sixty-five (365) days.

#### **Table of Contents**

PROPOSER must provide a complete and detailed table of contents including Section and subsection headers.

#### **Executive Summary**

The executive summary should not exceed the equivalent of three (3) double-sided pages and should provide highlights of the major elements of the PROPOSER'S proposal. All information should be provided in a concise manner.

## **7.2 Company Description and Qualifications**

### **7.2.1 Business Structure**

- Identify the company (ies) that will execute the Franchise Agreement. State whether each company is a sole proprietorship, partnership, corporation, limited liability company, or joint venture. Describe the relationship of the PROPOSER to the executing company. If the PROPOSER is a teaming or joint venture arrangement, describe where the entities have collaborated before.
- State the number of years the company (ies) have been organized and doing business under this legal structure. The proposal will include all the names of PROPOSER'S owners/stockholders with greater than a five (5) percent holding and creditors owed a debt greater than five (5) percent of the company's total assets and the names of other businesses with common ownership and management.
- Provide evidence the company (ies) is qualified to do business in California.

### **7.2.2 PROPOSER'S Collection Experience**

The PROPOSER will describe its experience in the past ten (10) years in serving jurisdictions in California that are of similar or larger size to the CITY (population of 90,000 or more) with demographics similar to the CITY and where PROPOSER provides services. The description will include:

- A statement that the general experience as submitted in the proposal is current, correct, and complete.
- The service(s) performed for each municipality (i.e., solid waste collection and disposal, recyclable materials, and organic materials collection and processing).
- The name, address, telephone number, and email address of each jurisdiction representative responsible for administering the agreement.
- The total number of single-family, multi-family, and commercial customers served, material type collected, tons collected by material type, tons diverted, State-approved diversion metric, and type and number of vehicles dispatched per day for solid waste, recyclable materials, and green waste materials services.
- The term (start and end date) of the contract and any extension(s).
- The same information should be provided for subcontractors and affiliates (parent companies, subsidiaries, partners, principals, or joint venture) named in the proposal.

### **7.2.3 PROPOSER'S Service Initiation Experience**

- Describe how the PROPOSER has previously handled similar requirements of other jurisdictions for the procurement of solid waste, recycling, and food and green waste services.
- Describe the methods and procedures employed to ensure a smooth transition from the existing service provider to another.
- Describe the solutions to problems that occurred during the transition such as inaccurate customer lists, removal and replacement of containers, service day changes, missed pick-ups, handling customer service complaints, etc.
- Provide a minimum of three (3) references of jurisdictions for which the PROPOSER has initiated a new collection agreement, and/or new collection services along with the number of residential and commercial accounts for each reference.

### **7.2.4 PROPOSER'S Litigation Information**

- Describe any criminal proceedings in which the PROPOSER, any affiliate of the PROPOSER, and/or any director or officer of the PROPOSER or affiliate and any individual identified as key personnel in the proposal has been named as a defendant that are either currently pending or were concluded within the past ten (10) years. For each proceeding, provide the name of the case, the court in which it was filed, and the docket number.
- Describe any civil lawsuit in which the PROPOSER, or any affiliate of the PROPOSER, has been named as a defendant or cross-defendant, either currently pending or were concluded within the past five (5) years. For each lawsuit, provide the name of the case, the court in which it was filed, and the docket number. Lawsuits which involved only claims for personal injury or property damage arising from vehicle accidents which resulted in defense verdicts or in judgments against defendant, or settlements of less than \$100,000, need not be disclosed.

- ❑ Describe any administrative proceedings involving the PROPOSER or any affiliate initiated by federal, state, or local regulatory agencies that are either currently pending or were concluded within the past ten (10) years. For each, provide the name of the regulatory agency, the nature of the proceeding, and the amount of any fines or penalties assessed.

#### **7.2.5 PROPOSER'S Financial Information**

- ❑ Submit audited financial statements for the company (ies) most recently completed three (3) fiscal years for the legal company that will execute the Franchise Agreement.
- ❑ Include a signed statement by the chief financial officer (CFO) of the company that there has been no material adverse change in such condition or operations as reflected in the submitted balance sheet and income statements since the date on which they were prepared.
- ❑ Financing of the services and equipment will be the sole responsibility of the successful PROPOSER. PROPOSER must demonstrate and describe that it can provide the required financing from either a) internally generated funds or b) commitments from external funding sources.
- ❑ A PROPOSER that submits financial information that it asks to have treated as confidential should submit a statement justifying the request, and label it as "Confidential", clearly identifying each specific item that is to be considered confidential.

#### **7.2.6 PROPOSER'S Key and Support Personnel**

- ❑ Provide an organization chart for key personnel and job descriptions that will be assigned to the management of the requested services.
- ❑ Provide resumes (not to exceed two (2) pages in length), names, and phone numbers of three (3) municipal references of the key proposed management and support team members including, general manager, maintenance manager, operations manager, financial manager, customer service manager public education specialist, etc. that will fill these positions.
- ❑ Describe relevant technical experience of key personnel, how long they have been with the company and their backgrounds in collection, recycling, processing, transfer, materials marketing services, and customer service.
- ❑ Provide a table showing the position and number as full time equivalents (or partial FTE) of all company employees that will be involved with providing these services to the CITY including management, supervisors, drivers, maintenance, customer service, office staff, accounting, etc.

#### **7.2.7 PROPOSER'S Worker Safety Record**

- ❑ PROPOSER must provide information detailing its worker safety record for the past five (5) years for the company and its affiliates in California.
- ❑ The worker safety record information will include, but not be limited to, employee safety metrics commonly used in the industry such as the number of hours lost for individual injuries per employee and workers' compensation insurance ratios.

#### **7.2.8 PROPOSER'S Subcontractors**

- ❑ PROPOSER will disclose proposed subcontractors and the scope of work each will be responsible for. Agreements with the subcontractor(s) must meet the requirements of the level and type of insurance specified in the Franchise Agreement.

## 7.3 Operations Proposal

### 7.3.1 Solid Waste, Recycling, and Green Waste Collection Services

PROPOSERS will describe how it plans to perform solid waste, recycling, green waste, commercial food waste collection, processing and disposal services for single-family, multi-family and commercial customers requested in the RFP. PROPOSER'S information will separately discuss how it plans to provide collection, processing and disposal services for single-family, multi-family, commercial customers, CITY facilities and other services for each of the waste materials. Include in your proposal a description of the following information:

- Collection methodology, route productivity including the number of routes per service type, premises collected per route per hour and per day, lifts per route per day and per hour, etc. and a discussion on efficient route planning and any on-board vehicle route technology utilization.
- Forecasted annual tons of solid waste, recyclables, green waste and commercial food waste materials collected by service type (residential cart and commercial cart, bin, debris box and compactor).
- Type of collection equipment to be used including equipment manufacturer, vehicle description, volumetric capacity of the truck body, number of vehicles per service type, etc.
- If used vehicle equipment is proposed, it must be less than 3 years in age at the initiation date of new services.
- Number, types, size, unit costs, and manufacturer's specifications of cart, bins and debris box containers to be utilized, including a statement of the number of spare containers by container types.
- If used containers are proposed (less than 3 years in age at the initiation date of new services), provide a detailed description of the refurbishing of such containers for use in the CITY including the number of used containers to be offered; reconditioning of the containers including cleaning and sanitizing and any other features that demonstrate that they are adequate for placement and use in the CITY. Photographs showing the condition of typical used containers by container type (cart, bin and debris box) should be included in the plan.
- Provide a separate discussion of the above topics applicable for the Leisure Town area of the CITY.
- Location including the address and facility information for equipment, containers storage, and fueling and personnel staging.
- Describe the plan to collect used oil, oil filters, and used batteries at the curb.
- Describe the maintenance facility location and provide a description of maintenance procedures for vehicles and containers.
- Describe the preventive maintenance program for rolling stock equipment.
- Describe the office location for management and administrative operations.
- Personnel training including operational training, safety training programs, compliance with Equal Employment Opportunities (EEO), the Americans with Disabilities Act (ADA/Title 24), and training-meeting frequencies.
- Vehicle noise and emission reduction plan.
- Provide a discussion of back yard collection service procedures.

### **7.3.2 Street Sweeping Services**

PROPOSER will provide a detailed discussion as follows for providing street sweeping services on CITY residential streets and on CITY streets located in Business Districts and major arterials at a regular frequency as provided in Section 4.6.

- Provide a description of the equipment (provide a brochure) and number of vehicles to be put into service.
- Describe the method for street sweeping including the speed of the vehicle, sweep path including sweeping all curbs, median islands and corners of any cross street intersections; and distance of sweeping from parked vehicles, structures, and other objects.
- Provide a street sweeping schedule.
- Describe unloading of fines, and transportation method to the disposal site.
- Provide estimates of the annual tonnage of street sweeping fines disposed.
- Describe safety features of the vehicle and operations in the CITY.

### **7.3.3 Household Hazardous (HHW) Facility and Universal Waste Collection and Drop-Off**

The PROPOSER will describe in detail how it will provide to CITY and participating jurisdictions of Dixon and Solano County residents and businesses, free of charge, a household hazardous waste (HHW) facility and drop-off location for batteries, used oil, used filter, latex paint and other HHW materials for the proper and safe collection, recycling and disposal of these materials. The PROPOSER will also describe how it will operate the HHW facility to accept Universal Waste. The PROPOSER will also describe, at a minimum, the following operations:

- Provide a HHW facility operating plan including handling procedures, potential spill mitigation and clean up, staffing and management.
- Provide a list of material types that the HHW facility will receive.
- Provide the hours and days of operation.
- Provide the potential address of the facility, facility size, staffing and management plans.
- Provide detailed information on any subcontractor(s) it uses to transport, recycle, process, and reuse the materials.

### **7.3.4 CRV Buy-Back Facility Service**

The PROPOSER will describe its plan provide to CITY single-family and multi-family residents, a California Redemption Value (CRV) center located within the CITY limits for drop-off of CRV materials. The PROPOSAL'S response will, at a minimum include the following discussion:

- Experience in meeting AB 2020 requirements for Buyback of California Redemption Value containers.
- Provide a list of materials to be purchased by the PROPOSER.
- Method of payment.
- Methods of tracking and reporting of cash transactions.
- Provide the hours and days of operation.
- Weighing and transaction procedures.

- Provide the potential address of the facility, facility size, staffing, and management plans.
- Provide detailed information on any subcontractor(s) it intends to use to transport, recycle, process, and reuse the materials.

### **7.3.5 Residential and Commercial Recyclables, Green Waste and Commercial Food Waste Processing Services**

PROPOSER will describe the processing methods for residential and commercial recyclables, green waste and commercial food collection services. For multi-family and commercial material processed, the PROPOSER will describe how it intends to meet compliance with AB 341 through the term of the Franchise Agreement. PROPOSER will provide the following information:

- Describe if the recycling, commercial food waste and green waste collection vehicles will direct haul the materials to the processing facility or use a transfer station for reloading and transport.
- Name, address, location and description of the Material Recovery Facility(ies) where CITY recyclables, green waste and commercial food waste materials will be delivered including the name of the owner and operator of the facility(ies); copy of facility(ies) permits, and proof of permitted capacity and tonnage commitment for CITY materials throughout the term of the Franchise Agreement.
- CEQA documentation for the Material Recovery Facility, and Compost processing facilities.
- Method of tracking the CITY'S tonnage at the Material Recovery Facility, and Compost when facility is receiving tonnage from other jurisdictions.
- If the PROPOSER is not the owner/operator of the processing facility(ies), provide a letter of commitment for the term of the Franchise Agreement, describing key terms of the agreement from the processing facility owner/operator.
- Provide a site plan and describe the Material Recovery Facility, and Compost processing facilities method and equipment; types of acceptable materials to be processed, recovered and sold.
- Provide annual average recovery rates, and residue rates for the Material Recovery Facility, and Compost processing facilities for the past five (5) years and state where the residue will be disposed.
- Provide a list of other municipalities using the Material Recovery Facility, and Compost processing facilities.
- Describe any plans for expansion or changes to the Material Recovery Facility, and Compost processing facilities.
- Provide the hours of operation, number of days open per year, and holidays closed at the Material Recovery Facility, and Compost processing facilities.
- Provide the number and types of violations at the Material Recovery Facility, and Compost processing facilities received in the last five (5) years and for what reason.
- Provide detailed contingency plans should the designated Material Recovery Facility, and Compost processing facilities not be able to accept the CITY'S materials for longer than a twenty-four (24) hour period.

### **7.3.6 Marketing of Recyclables, and Green Waste Materials**

PROPOSER must describe its materials marketing plan for recyclables, and green waste materials separately including the following information:

- Describe the marketing methods and approach, primary and contingent markets (who materials will be sold to), pricing policy, and assumed salvage value for each collected type of recyclable materials products (supported by average monthly prices by type and grade of material over the past 12 months).
- Describe how fluctuations in quantity and composition of recyclable materials will be handled.
- Describe how severe market demand and pricing fluctuations will be handled.
- Describing how emergency storage of recyclable materials will be provided.
- Describe how the CITY will be assured, throughout the term of the Franchise Agreement, that no recyclable materials, except for residue material, will be disposed throughout processing.
- Specify which materials will be marketed in the United States versus Asian or other foreign markets.

### **7.3.7 Mixed Construction and Demolition (C&D) Material Collection and Recycling Services**

PROPOSER will describe how it plans to provide C&D debris recycling service in support of the CITY'S requirements. The service is to include provision of debris boxes (10, 15, 20, 25, 30, 35, and 40 yards) to customers requesting service as well as the identification and diversion of recyclables rich in C&D material loads. PROPOSER will have specially marked containers (subject to prior CITY approval) for this purpose.

PROPOSER will include a description at a minimum of:

- Collection methodology, including route planning, discussion of special methods for collecting in narrow streets, courts, heavily parked areas, tree lined streets with low hanging wires, and alleyways.
- Manufacturer's specifications for collection vehicles.
- Estimated annual tons of material collected by material type and source.
- Crew size.
- Types, number, and manufacturer's specifications of containers to be utilized.
- Location for equipment, containers, fueling and personnel staging.
- Name and description of processing facility(ies) where C&D debris will be processed, name of owner and operator of the facility(ies), copy of facility(ies) permits, proof of permitted capacity, gross processing fee per ton, tonnage commitment for the term of the Franchise Agreement, and method of tracking tonnage if the facility is receiving tonnage from other jurisdictions, and hours of operation.
- If the proposer is not the owner/operator of the processing facility, provide a letter of commitment for the term of the Franchise Agreement, describing key terms of the processing agreement, from the processing facility owner/operator.
- PROPOSERS will describe how the processor will achieve a C&D diversion rate of not less than seventy-five (75%) percent from each mixed load delivered.
- Provide average residue rates for the facility and how the residue will be disposed.

- Describe verification that will be provided to CITY that materials were recycled.
- Describe a process for reporting residue to the CITY once materials are processed.
- Describe the contingency plans should the operations at the facility be curtailed for any reason.
- Describe uses of processed C&D debris as soil amendment, alternative cover, or other beneficial use or recycling.
- Describe how fluctuations in quantity and composition of materials will be handled.
- Describe how severe market demand and pricing fluctuations will be handled.
- Describe how the CITY will be assured, throughout the term of the Franchise Agreement, that no materials (except for amounts of contamination and residue) will be disposed throughout the processing and recovery process.
- Describe how the processor ensures that these materials will be recycled after being processed including plan to obtain the highest and best use of materials.

### **7.3.8 Residential On-Call Clean up Collection Services**

PROPOSER will describe in detail its approach and plan to provide single-family residential customers, twice per year, with on-call clean up waste collection.

- Describe the collection equipment, number of vehicles(s) and personnel required to provide this program.
- Describe the estimated tonnage projected to be collected.
- List other materials besides bulky items that will be accepted for reuse and recycling and any excluded items, and limits on individual items, weight or size.
- Describe how the PROPOSER will track customers using the twice per year service.
- Provide information on recycling of collected items.

### **7.3.9 CITY Public Special Event Collection**

PROPOSERS will describe the plan to provide solid waste, recycling, and food waste collection services to the CITY'S public special events as listed in Appendix 5. PROPOSER will describe the following:

- Describe how the PROPOSER will provide wheeled carts, bins, and/or drop boxes to collect solid waste, recyclables and green waste materials and assist the CITY special event venue and event organizers with developing recycling plans and reporting data.
- Describe how the PROPOSER will allow customers the flexibility to commingle or separate recyclable materials to meet their needs with the goal of diverting as much material as possible.
- Describe how the CITY will be provided solid waste, recycling and green waste recycling collection capacity at the appropriate service levels for each CITY special event and venue. This may include providing numerous carts to distribute throughout the CITY'S special event for use by patrons. CITY will denote the collection location(s) and required collection frequency.

### **7.3.10 Designated Disposal Facility**

The PROPOSER will describe the contractual arrangements to provide a landfill disposal facility for the purpose of disposing of the CITY'S solid waste materials collected from single-family, multi-family, commercial businesses, and CITY facilities.

The PROPOSER must include in its proposal a solid waste disposal plan that demonstrates the PROPOSER'S ability to arrange for disposal for the term of the Franchise Agreement. PROPOSER'S plan will be required to provide proof that the designated disposal facility can accept the entire CITY'S solid waste tonnage during the term of the Franchise Agreement.

The plan should specify the designated facility(ies) and fees for the disposal of all materials in the CITY including food and green waste for processing and composting and construction and demolition wastes recycling.

PROPOSER will describe in its plan how it will provide the disposal services for the CITY'S waste stream.

- ❑ PROPOSERS must indicate the cost per ton disposal fee per material type and disposal tonnage.
- ❑ The disposal facility will be available to receive waste delivered on behalf of the CITY during the days and hours specified in the Franchise Agreement.
- ❑ PROPOSER will maintain and operate an adequate number of scales to meet a reasonable vehicle turnaround time during facility receiving hours, establish tare weights on PROPOSER'S vehicles, weigh and record all vehicles transporting CITY waste, and maintain all required scale records for reports required.
- ❑ PROPOSER will describe how it will track, and report to the CITY in its monthly reports the material type and tonnages received from the CITY, which is used as alternative daily cover (ADC) or other purposes which may qualify as diversion, to the extent such cover material is received from loads generated from the CITY.
- ❑ PROPOSER will describe how it will keep daily accurate and complete records of residue delivered and disposed and residue materials used for ADC or other diversion activities, sufficient for the CITY to determine compliance with the Franchise Agreement. Such records, at a minimum, will consist of the date, time of weighing and weight for each incoming vehicle, by the PROPOSER.
- ❑ PROPOSER will describe how it will ensure that its vehicles enter, unload, and leave the designated disposal site in the shortest minimum time. An estimated turnaround time per vehicle type should also be provided.
- ❑ PROPOSER will describe an alternative disposal facility in the event that the designated disposal facility is closed for more than a 24-hour period. PROPOSER must provide all the basic disposal facility information for this alternative disposal facility that is listed above for the designated disposal facility.

### **7.3.11 Public Education and Outreach Services**

PROPOSER will describe in detail how it will be responsible for implementing the following public education and outreach activities. PROPOSER will provide a resume of the full time staff member(s) proposed to be dedicated to this service. PROPOSER shall establish a public education fund and remit to CITY \$60,000 per year for public education and outreach activities for the CITY'S use at its sole discretion.

### **7.3.11.1 Residential Public Education and Outreach Programs**

- PROPOSER will describe how it will prepare and distribute public education and promotion materials during roll-out of the new collection services program. This will involve distributing a postcard to each residential customer that gives the customer the opportunity to select the service level to subscribe and the corresponding size of the solid waste cart container (32, 64 or 96 gallon cart container).
- Describe how the PROPOSER will distribute new program literature with delivery of new container carts.
- Actively collaborate with CITY on the public education and outreach strategy and development of materials to support roll-out of new collection services.
- Distribute public education and outreach promotion materials to new customers during the term of the Franchise Agreement.
- Provide public education door hangers, posters, and other promotional materials at program roll-out and during the term of the Franchise Agreement.
- Collection drivers to set-out correction notices during the term of the Franchise Agreement.
- Assemble and deliver used oil and filter, and battery and cell phone recycling packages upon request from customers.
- Deliver household battery and cell phone recycling bags upon request from customers.
- Insert with its bills, up to four (4) solid waste bill public education and outreach inserts produced by PROPOSER. Mandatory bill inserts will include information regarding (a) twice annual residential cleanup program information (b) free holiday tree pick-up schedules and (c) other services and programs information including but not limited to the CRV drop-off facility and the HHW drop-off facility in the CITY.

### **7.3.11.2 Multi-Family and Commercial Public Education and Outreach Programs**

Proposer must provide a multi-family and commercial public education and outreach program plan. In its plan, the PROPOSER will describe how it plans to meet the 75 percent AB 341 recycling mandates for multi-family and commercial customers. The PROPOSER will implement the following programs:

- PROPOSER must describe how it will implement and provide on-site technical assistance to multi-family customers, property managers, and owners.
- PROPOSER will be required to annually perform an on-site assessment of waste generation and recycling potential for each of the fifty (50) largest commercial accounts as measured by total waste generated.

### **7.3.12 Customer Service Requirements**

PROPOSERS will describe how customers will be presented with timely, responsive and thorough resolutions to problems and requests for information. PROPOSER will describe in its plan the following:

- Specify the number of full-time equivalent customer service representatives (CSR) that will serve the CITY.
- Describe how calls will be handled/reported, how many calls are expected per CSR.
- Describe procedures to satisfactorily respond, record, and report common customer complaints.
- Provide its training strategy for CSR and CSR supervisory staff.

PROPOSER will describe in its plan other customer service features including:

- Offering bi-lingual customer service by employing customer service representatives with English and Spanish language capabilities.
- Describe where the customer service call center will be located and if the calls for other operations outside the CITY will be handled by the same call center.
- Identify the name, type of equipment, and software used to maintain the customer service information.
- Demonstrate that the telephone system can adequately handle the volume of calls typically experienced on the busiest days.
- PROPOSER will have a company representative, an answering service, or voice-mail system available for calls received during non-business hours and holidays.
- PROPOSER will employ sufficient CSR staff and management to ensure that the average answer time is equal to or less than thirty (30) seconds and that the maximum hold time is three (3) minutes.

### **7.3.13 Company Website**

PROPOSER will describe its plan to maintain a high quality website that is frequently updated to serve as a point of contact and information for all services. PROPOSER will describe how it intends to provide the following web site services:

- PROPOSER will be required to update the website monthly, and more frequently if necessary.
- Website will include services of on-line payment, and the ability to schedule all customer services.
- The website will allow customers to submit inquiries; complaints; request new service; change in service; request for on-call service and bill payment.
- PROPOSER will make a statement that it will agree to post all rates on the web site.

### **7.3.14 Customer Information System Requirements**

PROPOSER is required to use a customer service information system with software applications capable of documenting all correspondence and dialogue between PROPOSER and customers.

- PROPOSER must describe the hardware and software system it plans to employ.
- PROPOSER must describe how the customer service information system will be capable of providing real-time access to customer contact history for the service term or any extended term of the Franchise Agreement with the CITY.
- PROPOSER will provide how the customer service information system is able to document non-collection events including issue description and resolution.

### **7.3.15 Customer Billing Requirements**

PROPOSER will provide a plan for billing services to all customers for all service levels that describes the following requirements:

- Bill single-family residential customers quarterly in amounts equal to the rate for service for a three (3) month period (quarterly format).
- Bill multi-family and commercial business customers monthly in arrears in the amount equal to the customer's subscribed rate for service for a one (1) month period.

- ❑ Make available to all customers an automated billing and payment system that is website based to allow customers to view and pay bills through the website. PROPOSER must ensure that these customers receive billing inserts mailed directly.
- ❑ Allow customers to suspend service and billings when service is not in use. Single-family residential customers may suspend service for a minimum of one (1) service day; commercial customers may suspend service for a minimum of two (2) service days while multi-family customers may not suspend service without prior written approval from the CITY.
- ❑ PROPOSER will maintain an office in the CITY (open for business from 8:00 a.m. until 5:00 p.m. Monday through Friday, exclusive of non-collection holidays) for acceptance of in-person payment of bills. PROPOSER will accept payment in the form of personal checks, money orders, cashier's checks, and credit cards.
- ❑ PROPOSER will describe in its proposal how it will track delinquent payments and how it intends to work proactively with the responsible party in seeking payment to collect the required payments.

#### **7.4 Transitional and Implementation Plan**

PROPOSERS will provide a detailed transition and implementation plan describing its approach to a smooth transition in the roll-out and implementation of the proposed scope of services. The PROPOSER in its proposal must provide, at a minimum, the following information:

- ❑ Transition and implementation time line showing schedule duration.
- ❑ Expected completion date of each milestone event leading up to implementation such as container and equipment procurement, personnel hiring and training, administration and billing information system set up, customer service set up; and distribution of public education and outreach materials.
- ❑ Assumptions regarding the participation of CITY staff and agents, the current collection contractor, and the future service provider.
- ❑ Identify and discuss common problems that can occur in service initiation and strategies for preventing or managing such problems.
- ❑ Discussion on how customers will select container size(s) and service frequency.
- ❑ Discuss how PROPOSER will transition data, service accounts and other pertinent information from the current service provider to the new collection contractor, if applicable.
- ❑ Discuss contingency plans for all aspects of implementation including the scheduling of vehicles, containers, personnel and support facilities.

#### **8.0 Exceptions to the Franchise Agreement**

A draft Franchise Agreement has been provided to PROPOSERS with an understanding of the roles, responsibilities, rights, and obligations of the PROPOSER and the CITY as presented in Appendix 1. PROPOSERS are required to review the Franchise Agreement prior to submittal of their proposal to the CITY.

- ❑ CITY expects the Franchise Agreement will be executed by the PROPOSER chosen by the CITY Council in substantially the same form as presented. Any proposed exceptions by the PROPOSER to the proposed Franchise Agreement terms and conditions must be described in detail and presented in this Section of their proposal.
- ❑ For each exception noted, PROPOSER must provide alternative language for the CITY'S consideration. CITY reserves the right to determine if the PROPOSER'S exceptions are acceptable.

PROPOSERS should note that the number and nature of exceptions will be compared to other PROPOSERS during the proposal evaluation process and may result in a lower overall score.

- If the CITY chooses to enter into negotiations with a PROPOSER, the comments noted and recommended alternative Franchise Agreement language will serve as a starting point for discussion. PROPOSER will be deemed to have accepted and agreed to any provisions of the terms and conditions of the Franchise Agreement for which no exception has been taken in the proposal. PROPOSER may not negotiate the Franchise Agreement language for which no exceptions have been taken.

## **9.0 Optional Proposals**

PROPOSER may provide, at its option, one (1) or more alternative proposals. CITY is not obligated to evaluate or select alternative proposals. PROPOSERS submitting an alternative proposal(s) must complete the appropriate operational and technical scope of work information required in Proposal Outline (Section 2) of this RFP. In addition, PROPOSER must provide an additional set of Cost and Rate Forms, which must be labeled as ‘Alternative Cost and Rate Forms’ placed into a separate and seal package.

Optional proposals could include, but are not limited to, the following subjects:

- Co-collection methodologies and vehicles.
- Alternative fuel vehicles.
- Increased diversion levels.
- Guaranteed diversion levels.
- Higher franchise fees.

## **10.0 Proposal Forms**

PROPOSER will be required to complete and submit the following forms with their proposal in accordance with the instructions for each form. Failure to submit or successfully complete the forms may result in disqualification from further consideration in the RFP procurement process.

The forms are located in Appendix 2 of this RFP. A brief description of each form follows.

### **10.1 Performance Bond - Form 1**

A performance bond is required from the successful PROPOSER within ten (10) calendar days from the date the CITY council approves the Franchise Agreement. The performance bond must be in the form as set forth herein and in an amount equal to one million dollars (\$1,000,000).

The performance bond must have an “A-“ or better rating by A.M. Best or Standard and Poors and be executed by a surety company licensed to do business in the State of California and included on the list of surety companies by the Treasurer of the United States.

### **10.2 Addenda Receipt - Form 2**

PROPOSER will acknowledge receipt of each addendum by signing in the space provided on the issued addendum form by listing all addenda by numbers and date received with their proposal.

### **10.3 Secretary’s Certificate – Form 3**

PROPOSER will complete and submit the company’s secretary’s certificate form.

#### **10.4 Anti-Collusion Affidavit - Form 4**

Each PROPOSER will complete and submit the anti-collusion affidavit form. The form must be signed by the designated representative authorized to bind the proposing company.

#### **10.5 Recommendation of Award - Form 5**

Each PROPOSER will complete and submit the recommendation of award form. The form must be signed by the designated representative authorized to bind the proposing company.

#### **10.6 Protest Procedures - Form 6**

Each PROPOSER will complete and submit the protest procedures form. The form must be signed by the designated representative authorized to bind the proposing company.

#### **10.7 Retention of Existing Staff - Form 7**

Each PROPOSER will complete and submit the retention form. The form must be signed by the designated representative authorized to bind the proposing company.

#### **11.0 Cost and Rate Proposal Forms**

PROPOSER is required to submit its cost and rate proposal using the cost and rate proposal forms provided in Appendix 3. The Cost and Rate Forms in Appendix 3 are in Excel and PROPOSER must use the Excel forms when completing the forms. PROPOSERS must submit both a hard copy of the forms and electronic copy of the forms in accordance with the instructions provided in this section. All forms must be completed and failure to do so will disqualify the proposal. The cost and rate proposal must be based on the scope of work proposed in your proposal. The following describes each form and provides instructions on their completion.

##### **Cost and Rate Preparation Considerations**

In preparing the Proposal Cost and Rate Forms, PROPOSERS should keep in mind the following considerations:

- The Cost and Rate Forms (Appendix 3) requires the PROPOSER to submit its costs and rates for solid waste, recycling, and green waste services as well as for other special service charges for Rate Year 1.
- The rates submitted on the forms shall be effective for 365 days from the effective date of the Franchise Agreement.
- The rate period begins on July 1 and ends on June 30. Throughout the Franchise Agreement term for Rate Years 2 through 10 (and any extension of the Franchise Agreement), PROPOSER'S Rate may be adjusted annually to account for inflation increases in costs by up to 100% of the California Consumer Price Index, All Urban (CPI-U) for San Francisco-Oakland-San Jose on July 1.
- The annual rate will be capped and may not exceed five percent (5%).
- In the event the California Consumer Price Index, All Urban (CPI-U) for San Francisco-Oakland-San Jose is greater than 5%, the PROPOSER must demonstrate to the satisfaction of the CITY that its true, accurate and actual costs exceeded 5%.
- The rates will be applicable to serving any number of customers, varying volumes of solid waste, recyclables, and green waste, and other changing service conditions over the term of the Franchise Agreement.

- ❑ The annual rate will incorporate the initial franchise fee of ten (10%) percent for Rate Years 1 and 2; eleven (11%) percent for RATE Year 3 and 4; twelve (12%) percent for Rate Years 5 and 6; thirteen (13%) percent for Rate Years 6 and 7; and fourteen (14%) for Rate Years 8, 9 and 10.
- ❑ PROPOSERS submitting an optional proposal for services must complete a separate set of Cost and Rate Forms.
- ❑ PROPOSER is responsible for defraying the CITY'S consultant expenses related to this procurement process in the amount of \$100,000. This nonrefundable payment amount will be paid to the CITY within thirty (30) days from the signing of the Franchise Agreement.

**Proposal Cost Form 1: Monthly Residential Cart Collection**

Proposed rates to be remitted monthly to PROPOSER from single-family residential customers for the cost associated with solid waste, recyclables and green waste cart container collection, transportation, processing, marketing, and disposal as well as other costs associated with providing related services such as, but not limited to, street sweeping, annual Holiday Tree collection, twice annual Residential On call Clean up collection service, public education, CRV facility operation, and Permanent Household Hazardous Waste facility operation. Each rate should be based on the size of providing the solid waste cart container service.

**Proposal Cost Form 2: Multi-Family Commercial Solid Waste Cart and Bin Collection**

Proposed rates to be remitted monthly to PROPOSER from multi-family and commercial customers for the cost associated with solid waste cart containers (recycling cart container included in the rate) with different size cart containers for various collection frequencies per week; and solid waste, recyclables and green waste bin service with different size bins for various collection frequencies per week. Front loader vehicle collection of compactor units (customer provided) rates must be based on a per cubic yard basis (6 yard or less). The rates are to cover the costs associated with collection, transportation, processing of recyclables, green waste and commercial food waste and disposal of the solid waste to the designated disposal facility.

**Proposal Cost Form 3: Commercial Solid Waste Debris Box Service**

PROPOSERS are to identify the rate associated with dropping off, and hauling a debris box of various sizes to the designated disposal facility. Debris box vehicle collection of compactor units (customer provided) rates must be based on a per cubic yard basis (10 yard or more). Other rates to be listed by the PROPOSER include a demurrage charge for additional rental of the debris box based on a daily rate; a relocation charge rate for replacement of the debris box container; and a rate for a Construction and Demolition (C&D) debris box with various sizes.

**Proposal Cost Form 4: Collection Operating Metrics**

PROPOSERS are required to submit the operating assumption and metrics (statistics) for key customer service information, which their proposal was based on including the number of customer accounts serviced per day and per week for all listed service level categories. In addition, the PROPOSER must provide routing information including the number of drivers, routes, vehicles, hours on and off route and stop per day for residential customers and lifts per containers for multi-family and commercial accounts. PROPOSER is also required to state the annual tonnage for all listed materials to be collected.

### **Proposal Cost Form 5: Labor Metrics and Unit Cost**

PROPOSERS are required to submit the number of full-time equivalent personnel (and fractions thereof) dedicated to providing services to the CITY along with the annual wages, and benefits for each listed position. Unit costs must include employer payroll taxes, workers compensation, medical, dental, and life insurances, profit sharing, vacation, sick leave, and bonuses.

### **Proposal Cost Form 6: Capital Cost**

PROPOSERS are required to submit the capital cost for acquisition of equipment including vehicles, containers, buildings and support equipment. All capital costs should be annualized on a life of asset depreciation basis. Furthermore, if a replacement vehicle will be needed in Year 7, its costs should be treated as though it will be defrayed by a fund that receives a constant amount throughout the term of the Franchise Agreement.

For vehicle and containers annual capital costs, information must be provided regarding the number of units to be placed in service, the number of units that are either new or used, and the number of spare units in reserve or inventory that are either new or used. Other costs the PROPOSER are required to disclose include the Year 1 depreciation costs of fixed assets such as the CRV Facility; Permanent HHW Collection Facility; vehicles and containers; administrative office and equipment; truck and garage facility (maintenance facility), tools and machinery; transfer station facility and equipment (if applicable); fueling station and other miscellaneous facilities and equipment costs.

### **Proposal Cost Form 7: Proposed Income Statement**

PROPOSERS are requested to submit annual costs for all franchise services. Proposal Cost Form 7 provides a location to state the annual costs for revenues and expenses the PROPOSER is projected to incur for Rate Year 1. The annual revenues and expense information will be used by the CITY to confirm that the proposed rates are reasonable and inclusive of all required service elements. The net income will be calculated as the difference between the total revenues and the total operating expenses, assuming a pre-tax basis.

### **Proposal Cost Form 8: Tipping Fee Rates**

PROPOSERS are to provide the annual dollar cost per ton tipping fee for solid waste disposal, recycling processing, green and food waste processing, C&D processing, and disposal of residuals from processing. In addition to the annual tipping fee, PROPOSER is required to disclose annual tonnage assumptions for each category and provide an annual cost (tipping fee times annual tons) for each material type.

## **12.0 Proposal Submittal Instructions**

PROPOSERS submitting a proposal to the CITY are required to follow the procedures described in this Section and the procedures included in any subsequent clarifications or addendums to this RFP.

### **12.1 Written Questions**

Any questions, discrepancies, uncertainties or omissions found in this RFP by the PROPOSER that they wish to receive further clarification or information must be in writing and received by letter or e-mail to the CITY by March 19, 2012. Such correspondence must be addressed or emailed to the CITY representatives below:

Bruce J. Murphy, Principal  
IntelliWaste, Inc.  
1683 Novato Blvd., Suite 7B  
Novato, CA 94947

Email address: intelliwaste @yahoo.com

Responses from the CITY will be communicated in writing by email to all recipients of this RFP on a continuous basis, but no later than 5 P.M., March 30, 2012. All communications between the CITY and PROPOSERS will be documented and placed on the CITY'S web site at [www.cityofvacaville.com](http://www.cityofvacaville.com). Receipt of such communications will be acknowledged by PROPOSER in the PROPOSER'S proposal. The CITY is not responsible for, nor will it be bound by or liable for, any oral instructions, interpretations, or explanations issued or rendered by the CITY or its representatives.

## **12.2 Proposal Submittal**

Proposals must be delivered no later than 3:00 p.m. on April 13, 2012. Proposals received after that time may be returned to the PROPOSER unopened. PROPOSERS will submit ten (10) bound double-sided copies of the complete proposal, and one copy clearly marked on the outside cover as "Original". PROPOSER must also provide one electronic copy (CD-ROM) containing an Adobe Acrobat PDF version of the proposal. The package must be sealed and clearly labeled as follows:

**Proposal to Provide for Best Value  
Solid Waste, Recyclables and Green Waste  
Collection, Processing, Street Sweeping, and Disposal Services**

FROM:

Name of PROPOSER:

Address:

Contact Person:

Telephone Number:

Fax Number:

E-mail:

The Cost and Rate Proposal Forms must be submitted in a separate sealed package with one (1) copy clearly marked "Original". PROPOSERS should include ten (10) copies of their Cost and Rate Proposal. In addition, an electronic copy of all completed cost proposal forms in Microsoft Excel format must be submitted in the sealed package. The Cost and Rate Forms Proposal package must be clearly labeled on the outside of a sealed package as follows:

**Cost and Rate Proposal to Provide for  
Solid Waste Collection, Recycling, and Green Waste  
Collection, Processing, Street Sweeping, and Disposal Services**

FROM:

Name of PROPOSER:

Address:

Contact Person:

Telephone Number:

Fax Number:

E-mail:

Proposals must be printed on 30 percent or greater post-consumer recycled-content paper, bound in three (3) ring binders and copies must be double-sided.

All pages will be consecutively numbered.

### **12.3 Clarification of Proposal Information**

PROPOSERS may be asked to clarify information through writing, interviews, or site visits with CITY staff or its representatives. The clarification period will begin when the proposals are submitted. Select PROPOSERS will be prepared to attend an oral interview process, as requested by the CITY. The oral interview will be conducted by an evaluation committee chosen by the CITY. If, after reasonable notice and efforts to adjust the interview schedule for conflicts, the CITY experiences difficulty in scheduling a time for the PROPOSER'S oral interview, the CITY may disqualify the PROPOSER from further consideration.

The CITY reserves the right to audio and/or video record any and all live meetings, including conferences and interviews, with potential and actual PROPOSERS and staff during any and all phases of this RFP process.

### **12.4 Accuracy in Reporting Requested Information**

Information submitted as part of the proposal will be subject to verification by the CITY. Inaccurate information or information that is misleading will, at the CITY's sole discretion, be grounds for disqualification of a proposal from further consideration. Should a PROPOSER be awarded the Franchise Agreement based on a proposal that is subsequently found to be inaccurate, false, or misleading information by the CITY, will be, at the CITY's sole discretion, grounds for default.

### **13.0 Proposal Evaluation and PROPOSER Selection**

Appendix 6 provides the PROPOSERS with the Evaluation and Scoring Manual procedures to be used by the CITY for award of this Franchise Agreement.