Request for Proposals (RFP) for Organic Materials Processing Services

RFP Circulation Date:
Wednesday, May 31, 2017

Mandatory Pre-Proposal Conference:
Wednesday, June 28, 2017 at 11:30 a.m. PDT

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

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

1.1. RFP Release

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

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

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

In accordance with the Americans with Disabilities Act, persons needing assistance to participate in this proceeding should contact the SCWMA, 707-565-3788 or thora.collard@sonoma-county.org, at least 48 hours prior to any meetings.

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

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

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

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

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

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

An RFP response will be deemed non-responsive and not considered unless accompanied by a Proposal Bond in the amount of Twenty-Five Thousand Dollars ($25,000). Additional information on payments to the SCWMA can be found in Sections 2.5 and 3.11 of this RFP.
The SCWMA’s intent is to secure Organic Materials Processing Services in the most effective and economical manner and therefore it will make the provider selection based on which Proposer(s) best fulfills the requirements and provides the best value to the SCWMA, its Member Agencies, and their residents and businesses. The SCWMA reserves the right to reject any and all responses to this RFP without any cause whatsoever.

1.2. Mandatory Pre-Proposal Conference

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

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

1.3. Procurement Schedule

The SCWMA plans to adhere to the following procurement schedule to the extent possible.

Changes to the procurement schedule shall be at the sole option of the SCWMA. Table 1 below provides the major milestones of this RFP process.

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<td>Interview Qualified Proposers</td>
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<td>Site Visits (as needed)</td>
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<td>The SCWMA Board Award of Agreement</td>
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1.4. Procurement Goals/Summary of Intent

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

The selected Proposer(s) would be paid a per ton rate that is set by through an agreement with the SCWMA, in exchange for siting, owning, building, and managing the facility, as well as...
processing the organic materials, and marketing the any finished products produced. Proposers are responsible for all matters related to siting, permitting, owning and operating the Organic Materials Processing Facilities, as well as for the processing of all delivered SCWMA Organic Materials, and the disposal of all residuals in the County landfill system. Proposers are responsible for all environmental regulations and will accept all responsibilities and liabilities of siting, permitting, owning and operating their Facilities.

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

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

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

¹ Commercial food scraps are currently handled by Republic Services through their Master Operating Agreement with the County of Sonoma. The SCWMA does not control the flow of this material, but Republic Services may consider the use of alternative facilities. See Section 3.2 of this RFP.
The specifications contained within this RFP are designed to establish an effective, efficient, uniform, and safe system of processing organic materials. To this end, the SCWMA has tried to provide as much information as possible to all prospective Proposers in this RFP to allow them to properly prepare their responses and compute fair and reasonable compensation and rate quotes. However, it is the sole responsibility of the Proposer to calculate the per ton rates for processing Organic Materials quoted in the applicable set of Rate Proposal Forms provided in Section 6 (Attachment C) of this RFP document.

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

2.1 Introduction

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

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

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

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

2.2 The SCWMA

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

Currently, the SCWMA also provides for the transport and processing of approximately 66,000 tons of curbside Organic Materials (yard/green waste and residential food scraps) collected annually by franchised solid waste haulers and hauled to County transfer stations, from which the
waste is currently out-hauled to four out-of-County compost facilities under contract with SCWMA.  
Member Agencies will decide individually whether to continue directing Organic Materials through SCWMA, through sub-regional arrangements with haulers and organics processors, or through their franchised haulers.  
All proposed Organic Materials Processing Facilities must meet all local, state, and federal environmental protection rules, regulations and laws, air and water quality permits, and can process Organic Materials that results in residue no greater than ten percent (10%) by weight.  
Site visits may be conducted as part of the proposal evaluation process.  

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

2.4 Organic Material Tonnages  
SCWMA is interested in Organic Materials Processing Services options for yard/green waste (with comingled residential food scraps as well as compostable food ware), wood waste, and commercial food scraps.  
All Member Agencies in the SCWMA have expressed interest in the potential of committing flow for the purposes of securing organics processing capacity to the SCWMA, which would then arrange for delivery of these materials.  
Table 2 (next page) details the amount of green and wood waste collected by franchised haulers, delivered to County transfer stations, and out-hauled to Organic Materials Processing Facilities from each Member Agency in 2016. Table 2 also provides self-haul tons that are delivered to County transfer stations. Flow control over the self-haul tons does not rest with SCWMA and these tons will not be committed as a part of any Agreements that result from this RFP process. However, these tons may be available for Organic Materials Processing Facilities to capture independent from SCWMA involvement.  

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2  Not including the City of Petaluma, whose franchised solid waste hauler direct-hauls Organic Materials to Redwood Landfill’s compost facility, totaling 11,130 tons in 2016.
3  Commercial food scraps are currently handled by Republic Services through their Master Operating Agreement with the County of Sonoma. The SCWMA does not control the flow of this material, but Republic Services may consider the use of alternative facilities from the information provided in this RFI. See Section 2.6 of this RFP.
Table 2: 2016 Green and Wood Waste Tonnages

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

*Figures for Santa Rosa and Sonoma have been estimated based on the proportion of self-hauled green waste in the other jurisdictions.
277 Table 3 below details the amount of garbage collected by franchised haulers and delivered to the
278 County Landfill from each Member Agency in 2016. The percentage of Organic Materials is
279 estimated based on a waste composition study conducted in 2014, and used to calculate the
280 estimated tons of Organic Materials remaining in the garbage stream.4

<table>
<thead>
<tr>
<th>Member Agency</th>
<th>Tons of Garbage</th>
<th>Estimate of Uncaptured Material Remaining</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Green/Yard Waste</td>
</tr>
<tr>
<td>Cloverdale</td>
<td>5,693</td>
<td>207</td>
</tr>
<tr>
<td>Cotati</td>
<td>5,742</td>
<td>209</td>
</tr>
<tr>
<td>Healdsburg</td>
<td>13,900</td>
<td>505</td>
</tr>
<tr>
<td>Petaluma</td>
<td>10,325</td>
<td>375</td>
</tr>
<tr>
<td>Rohnert Park</td>
<td>27,707</td>
<td>1,007</td>
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<tr>
<td>Santa Rosa</td>
<td>105,292</td>
<td>3,827</td>
</tr>
<tr>
<td>Sebastopol</td>
<td>9,922</td>
<td>361</td>
</tr>
<tr>
<td>Sonoma</td>
<td>18,932</td>
<td>688</td>
</tr>
<tr>
<td>Windsor</td>
<td>13,793</td>
<td>501</td>
</tr>
<tr>
<td>Unincorporated</td>
<td>78,998</td>
<td>2,871</td>
</tr>
</tbody>
</table>

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

2.5 Sonoma County or SCWMA Fees

284 SCWMA and the County of Sonoma currently assess solid waste fees on solid waste materials that
285 are transferred or disposed of using Sonoma County solid waste facilities.
286
287 The current 2017 SCWMA fees are $4.85 per ton and are collected on all tons of solid waste
288 disposed of or transferred at County facilities (including Organic Materials). The current 2017
289 Sonoma County fees include the Committed City Concession Fee of $14.25 ($10.25 for County),

4 Organic material was 30.7% of the disposal waste stream in the SCWMA-commissioned 2014 Waste
Characterization Study. Additional detail, including percentages of specific waste types, can be found at
per ton and are assessed on all tons of solid waste handled through the County facilities (including Organic Materials).

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

### 2.6 Commercial Food Scraps Collection Program

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

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

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

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

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

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

Overview of Base Services

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

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

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

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

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

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

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

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

3.3 Organic Materials Accepted

Per the terms of the Draft Agreement, the SCWMA intends to procure for a facility or facilities to accept the following material types. Proposers may propose on one or more than one material stream, and should indicate as such in the Technical Proposal as well as Form F (Attachment D).

Find more instructions on how to format Form F in Sections 3.10 and 5.5.5 of this RFP.

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

2. **Green Waste:** wood crates, ivy, palm, yucca and cactus, grass cuttings, weeds, leaves, pruning, branches, dead plants, brush tree trimmings, dead trees (on average not more than twelve (12) inches in diameter) and four (4) feet in length, and similar materials generated at Premises, separated and set out for Collection,
processing, and Recycling. The requested materials do not include materials not
normally produced from gardens or landscapes, such as, but not limited to, brick,
rock, gravel, large quantities of dirt, concrete, sod, non-Organic Materials, oil, and
painted or treated wood or wood products.

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

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

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

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

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5 Proposers should also note that while the SCWMA does not control the flow of commercial food scraps, Republic Services may consider the use of alternative facilities from the information provided in this RFI. SCWMA’s Commercial food scraps is currently handled by Republic Services through their Master Operating Agreement with the County of Sonoma. Residential food scraps are collected commingled with green waste in all Member Agencies except the City of Sonoma.
food packaging (meeting the standards established by ASTM 6400 and ATRM 6868), compostable bags, waxed cardboard and food soiled paper products, and other compostable food scraps generated at residential premises from normal household activity, including kitchen fats and greases (not oil).

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

3.4 Other Organic Waste Streams

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

3.5 High-Quality End Products

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

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

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

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

3.6 Compost Giveaway (optional)

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

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

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

3.8 Billing and Customer Service

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

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

3.9 Reporting

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

3.10 Organic Materials Tipping Per Ton Rate

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

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

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

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

If Proposers choose to propose under the terms of the Draft Agreement for Long-Term Processing Services (complete a Form for each term length that would apply):
At the 10-year term length, fill out Form F-2;

At the 15-year term length, fill out Form F-3; and

At the 20-year term length, fill out Form F-4.

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

Adjustments such as contamination charges may be proposed, if desired. Contamination levels of 2.5% to under 5% by weight will be assumed to be in the Per Ton rates included in Form F. Proposers should note such additional rates as may be contemplated in Form F as provided.

Proposers shall establish a protocol, including a contamination monitoring methodology, applicable contamination thresholds, and methodology for identifying reject-able loads at the scale house in Technical Proposal, Section 5.5.4. This plan – as amended upon the request of the SCWMA – will be an exhibit to the executed Agreement.

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

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

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

### Payments to the SCWMA

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

#### Facility Review Payment

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

4.1 RFP Documents

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

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

4.2 Additional Terms and Conditions

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

4.3 Interpretations and Inquiries

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

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

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

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

4.4 Verbal Agreements

No verbal agreement or conversation with any officer, agent, or employee of the SCWMA, either before or after execution of the Agreement, shall affect or modify any of the terms or obligations contained in the Agreement. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon the SCWMA or the Proposer. No person is authorized to give oral interpretations of, or make oral changes to the RFP documents. Therefore, oral statements will not be binding and shall not be relied upon. Any interpretation of, or changes to the RFP documents will be made in the form of a written addendum to the RFP document and
will be furnished by the SCWMA to all Proposers who attend the mandatory pre-proposal conference and provided the required Communication Protocol, Form A (find Form A, this RFP, and its attachments on the SCWMA website: www.recyclenow.org/agency/request_for_proposals.asp).

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

4.5 Qualification of Proposer

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

4.6 Conflict of Interest

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

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

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

4.8 Disqualification of Proposers

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

4.9 Legal Requirements

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

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

4.11  Contractual Agreement

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

4.12  Facilities

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

4.13  Insurance and Indemnification

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

4.14  Agreement Modifications

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

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

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

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

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

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

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

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

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

4.17 Acceptance or Rejection of Proposals

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

- Issue addenda to the RFP, including extending or otherwise revising the timeline for submittals;
- Cancel the RFP;
- Request clarification and/or additional information from the Proposer at any point in the procurement process;
4.18 **Award of Agreement(s)**

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

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

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

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

### 4.18.1 Appeals Process

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

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

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

### 4.19 Addenda

Any addenda issued in conjunction with this RFP must be submitted as part of the original proposal packet with a wet signature. Any addenda will be posted to The SCWMA’s website at [www.recyclenow.org/agency/request_for_proposals.asp](http://www.recyclenow.org/agency/request_for_proposals.asp).

The Proposer shall sign each addendum issued and shall attach an addendum acknowledgement sheet to their proposal in order to have the proposal considered. If signed versions of the addenda are not included with the original proposal, the proposal will be deemed non-responsive and will not be considered. If it becomes necessary to issue an addendum that requires a change in the
RFP or the Draft Agreement within five (5) days of the due date for proposals, the SCWMA will extend the due date as necessary to allow Proposers to address changes in their proposals.

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

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

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

4.21 Performance Bond

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

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

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

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

4.22 All Proposals are Public Records

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

Therefore, any proposal which contains language purporting to render all or significant portions of the proposal “Confidential”, “Trade Secret” or “Proprietary” and fails to provide the exemption information required as described below will automatically be considered a public record in its entirety and shall be disclosed to the requesting party without further consideration or notice.
815 **Do not mark the entire proposal as “Confidential”.**

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

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

832 4.23 **Subcontractors**

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

5.1 Receipt of Proposals

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

Sealed proposals will be accepted until 11:00 a.m. PDT, Wednesday, August 16, 2017 at the office listed below.

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

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

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

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

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

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

5.2 Submittal Signatures and Printing Requirements

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

5.3 Pre-Proposal Conference

A MANDATORY PRE-PROPOSAL CONFERENCE will be held on Wednesday, June 28, 2017 at 11:30 a.m. PDT, at:
Failure to attend the mandatory pre-proposal conference shall render a proposal submitted by a 
non-attendee to be deemed non-responsive, and the proposal from the non-attendee shall not 
be considered for award. Proposers must provide a completed Form A – Communication Protocol, 
by the close of the mandatory pre-proposal conference. Failure to do so will result in any response 
submitted by that Proposer to be deemed non-responsive and their proposal shall not be 
considered for award. Decisions on these matters by the SCWMA shall be final.

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

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

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

5.4 Preparation of Proposals

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

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

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

Proposals by partnerships must be executed in the partnership name and signed by a partner. 
His/her title must appear under his/her signature, and the official address of the partnership must 
be shown below the signature. No Proposer shall take exception to the specifications herein.

Proposals taking exception to the specifications may be rejected as non-responsive.
5.5 Proposal Content

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

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

<table>
<thead>
<tr>
<th>SECTION</th>
<th>TABLE 4</th>
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<tbody>
<tr>
<td>1</td>
<td>COVER LETTER</td>
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<td></td>
<td>PROPOSAL BOND</td>
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<td>PERFORMANCE BOND COMMITMENT LETTER</td>
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<td>TABLE OF CONTENTS</td>
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<td>EXECUTIVE SUMMARY</td>
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<td>3</td>
<td>QUALIFICATIONS</td>
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<td>4</td>
<td>STATEMENT OF FINANCIAL QUALIFICATIONS</td>
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<td>5</td>
<td>TECHNICAL PROPOSAL</td>
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<td>FORMS</td>
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<td>7</td>
<td>SERVICE EXCEPTIONS/ALTERNATIVES (if applicable)</td>
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<tr>
<td>8</td>
<td>APPENDIX</td>
</tr>
</tbody>
</table>

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

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

- Name, address, telephone number, fax number, and email address of applicant’s key contact person;
- Description of the type of organization (e.g. corporation, partnership, including joint venture teams and subcontractors) submitting proposals;
- Name of the entity that will sign the Agreement, in the event one is awarded;
- A written statement certifying that Proposer has examined, understood, and agreed to the Draft Agreement;
- A written statement warranting that the requirements of the Agreement as described in this RFP document, its enclosures, and all addenda, by listing all addenda and dates received, and the seven (7) documents as listed on page 10 of this RFP, 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 tipping and pricing for a period of two hundred sixty (260) days; and

- A written statement acknowledging that the Proposer will enter into the Agreement with the SCWMA if selected as the SCWMA’s Collection Service provider.

The following items must be appended to the cover letter:

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

5.5.2 Qualifications

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

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

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

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

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

- The name of the claim, arbitration, litigation or action;
- The amount at issue or the criminal charges alleged; and
- The resolution of the case.
The Proposer must also provide details of any current or threatened legal actions in California against the Proposer or its parent company, subsidiaries, all partners, principals, or joint venture company(ies) by a governmental entity contracting with the Proposer or its parent company for services relating to solid waste management, or against such a government entity by the Proposer or its parent company or joint venture company(ies). For each action, the Proposer must provide the following:

- The name of the action;
- The court in which the action is pending;
- The action number; and
- The amount at issue.

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

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

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

5.5.3 Financial Qualifications

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

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

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

In the event that a Proposer does not have audited financial statements, three years of business tax returns, with supporting schedules, may be provided. However, tax returns are not an...
alternative to providing audited financial statements; if the Proposer has audited financial statements, those must be provided.

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

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

5.5.4 Technical Proposal

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

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

A. FACILITY

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

- Seismic;
- Floodplains;
- Wetlands;
- Endangered Species Habitat;
- Unstable Soils;
- Major Aquifer Recharge Areas;
- Depth to Groundwater;
- Permeable Strata and Soils;
- Non-attainment Air Areas;
- PSD Air Areas;
- Private land;
- Proximity to Major Transportation Routes, Development, Public Services, Recreational, Cultural, or Aesthetic Areas, Airport Zones, and Waste Stream; and
- Appropriate Zoning.

Please provide plan for, and evidence of the ability to provide for, the following documents which will be required for facility permitting. This proof may be in the form of documents prepared for other facility permits:

- Site plan in conformance with requirements for facility permit (may be draft);
- Report of Facility Information including odor impact mitigation plan if and as required through the permitting process (may be draft);
- Runoff management plan (may be draft);
- Erosion and sediment control plan (may be draft);
- Noise control plan (may be draft);

Proposer will provide SCWMA with a clear protocol for how different material types will be managed at various stages of processing, to ensure that no material is stored on site for longer than allowed under permits;

Describe a protocol, including a contamination threshold, surcharge, and methodology for identifying reject-able loads at the scale house. Such contamination monitoring must be accompanied with detailed recordkeeping that is maintained at all times on site (will be Exhibit C to executed Agreement);

Describe plan for “overs” management – note that “overs” from Organic Materials Processing must not be used as ADC or for beneficial reuse purposes;

Ability of facility to produce high quality end products for use in Sonoma County (note that compost must be must be CDFA-approved). Selected Proposer’s responses will be used as Exhibit D to the executed Agreement:
Describe methodology for meeting consumer standards;
Anticipated quality of finished soil amendment or compost material with detailed plan for maintaining finished product quality;
Detailed marketing plan, including detailed description of public outreach and education to educate the public about the availability of and promoting the use of high quality finished products in Sonoma County;
Plan for contingencies for changes in markets, and the average dollar/ton anticipated to be received for the sale of compost or other outgoing material from facility;
Finished product lines, including high and low nitrogen composts, types of mulch products and the projected quantities of each, as well as detailed specifications to be used for each finished product line which should be at least as specific and stringent as the U.S. Composting Council Seal of Testing Assurance; and
Percentage of products meeting organic certification standards.

Describe how facility can provide flexibility including the ability to adapt to changing regulatory environment and advancements in technology;
Ancillary description of information provided in Form F (instructions for filling out Form F can be found in Sections 3.10 and 5.5.5 of this RFP):
The anticipated permitted capacity of facility and the ability to accommodate the SCWMA’s needs over the term;
The proposed tonnage range that will be accepted at the facility; and
The term length(s) that are being proposed (which should be in alignment with the provided Forms F-1, F-2, and F-3; for example, if proposing a 10-year and 15-year term, and not a 20-year term, Forms F-2 and F-3 should be filled out, and Forms F-1 and F-4 should be left blank);
Efforts to minimize future litigation. Outline any potential legal issues, such as flow control, that could lead future litigation; and
Provide detailed description of proposed approach to accepting non-SCWMA Organic Materials from other parties, including self-hauled loads of Organic Materials.

B. SAFETY

Staffing safety requirements;
Approach to worker health and safety in the performance of all duties;
Contamination and Hazardous Waste management protocol; and
Health and safety management procedures.
C. REPORTING

- Provisioning for the detailed reporting as required by the Draft Agreement for Organic Materials Processing Services, including a description of how such data will be collected and reported;
- Method used to track tonnage delivered, stored, processed, marketed, beneficially reused, and residue disposed, as required by the Agreement and delineated in Section 3.9 of this RFP; and
- Process for reporting complaints and dispute resolution to the SCWMA.

D. OPERATIONS

- Scale procedures;
- Unloading and turnaround time;
- Tipping procedures for incoming loads;
- Load checking program;
- Fuel type used for on-site equipment; and
- Labor discussions (lockouts/strikes), agreement terms and history.

E. SUSTAINABILITY

- The response must detail efforts to minimize and mitigate climate impacts. Details should include efforts to:
  (a) Minimize equipment emissions;
  (b) Maximize methane recovery;
  (c) Minimize unprocessed organics; and
  (d) Purchase energy from renewable sources or carbon credits.
- The response must detail efforts to minimize environmental and other impacts on host communities;
- Environmental Stewardship (all environmental management policies and activities related to the proposed activities should be described, including the use of alternative fuel vehicles, use of recycled products throughout operations, internal waste reduction and reuse protocol, water and resource conservation activities within facilities (design, construction and operation), compliance with laws governing E-Waste, HHW, and U-Waste, and use of non-toxic products when possible);
- Describe the net energy usage of the facility. Energy consumption in the processing less the energy if any fuels produced;
- Use of local vendors; and
- Innovative “green” approach to providing services.

Proposers shall also indicate whether they will offer a Compost Giveaway program, the volume proposed to be offered, and any other related information.
5.5.5  **Forms**

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

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

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

5.5.6  **Proposal Service Alternatives and Agreement Exceptions**

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

Each Agreement exception must be presented by stating:

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

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

5.5.7  **Appendix**

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

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

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

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

5.6.1 Pass/Fail Review

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

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