



## **REQUEST FOR QUALIFICATIONS**

# **REQUEST FOR QUALIFICATIONS FOR COMPOSTING SERVICES FOR THE SONOMA COUNTY WASTE MANAGEMENT AGENCY**

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**Responses due 3:00 p.m. on December 19, 2011**

**Submit proposal to:**  
Patrick Carter, Waste Management Specialist  
Sonoma County Waste Management Agency  
2300 County Center Drive, Suite B100  
Santa Rosa, CA 95403

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## 1. BACKGROUND

### 1.1 Definitions

This section contains definitions that are used throughout this RFQ.

**AB 341:** Recent California legislation that will require MCR. Under AB 341 it is contemplated MCR will become effective July 1, 2012. AB 341 includes businesses, multifamily complexes, and public entities such as schools in its scope.

**AGENCY:** The Sonoma County Waste Management Agency, a joint powers authority composed of the County of Sonoma and the nine incorporated jurisdictions within Sonoma County: Cloverdale, Cotati, Healdsburg, Petaluma, Rohnert Park, Santa Rosa, Sebastopol, Sonoma, and Windsor.

**County:** The County of Sonoma, one of the Agency members, and also the owner of the Central Disposal Site where the Agency operates its Central Compost Site as a tenant.

**CalRecycle:** The California Department of Resources Recycling and Recovery, which administers the regulations related to compost facilities and all other solid waste disposal activities.

**CDFA:** The California Department of Food and Agriculture, which is responsible for the California Organic Registration program.

**Central Compost Site:** The AGENCY facility, located on the Central Disposal Site at 550 Meham Road, Petaluma, CA 94952. The facility operates under California permit number 49-AA-0260.

**Central Disposal Site:** The Central Disposal Site is the location of the County's Central Landfill and other appropriate solid waste disposal and processing operations.

**Compost:** Compost is the soil amendment product that results from aerobic composting.

**Composting:** Composting, nature's own way of recycling, is the controlled decomposition of organic material such as leaves, twigs, grass clippings, and food scraps.

**Food waste:** Surplus food materials, as defined by Title 14, Division 7, Section 17852 (a) (20) of the California Code of Regulations.

**Hauler:** Franchised garbage companies operating in Sonoma County, namely North Bay Corporation/Redwood Empire Disposal and Sonoma Garbage Collectors.

**LEA:** Local Enforcement Agency, in this instance the County of Sonoma Department of Health Services. The LEA issues, reviews, and enforces the appropriate permits related to Agency composting operations.

**MCR:** Mandatory Commercial Recycling, a concept where commercial entities such as businesses and multi-family housing establishments, and public agencies would be required by law to divert waste they generate, from typical disposal collection to recycling collection.

**MSW:** Municipal Solid Waste, which is a general term for all garbage.

**Mulch:** Non-composted yard or wood waste materials such as shredded or chipped wood or bark.

**OMRI:** Organic Materials Review Institute, a national organization that provides organic certifiers, growers, manufacturers, and suppliers an independent review of products intended for use in certified organic production, handling, and processing. Acceptable products are "OMRI Listed". OMRI testing and certification is utilized on products generated by the Agency compost operations.

**Organic matter:** Material that comes from organisms that were once alive, or derived from or produced through the biological activity of a living thing.

**Products:** Materials resulting from processes such as composting, sorting, or chipping, performed as operations at the Central Compost Site.

**Respondent:** Any entity intending to respond to this RFQ.

**Vegetative food waste:** Plant-based food waste that does not include meat or dairy products.

**Wood waste:** Solid waste consisting of wood pieces or particles which are generated from the manufacturing or production of wood products, harvesting, process, or storage of raw wood materials, or construction and demolition activities. Typically these materials are used for chipping for mulch or compost and can include untreated milled or dimensional lumber, pallets, firewood, fallen trees and other similar sized branches and tree limbs.

**Yard or green waste:** Organic waste materials generated from the maintenance or alteration of public, commercial, or residential landscapes including, but not limited to, yard clippings, leaves, tree trimmings, pruning, brush, and weeds. Yard waste feedstock for the Agency composting operation can include vegetative food waste.

## 1.2 History

The Agency was formed in 1992 with the “Agreement Between The Cities Of Sonoma County And Sonoma County For A Joint Powers Agency To Deal With Waste Management Issues (Wood Waste, Yard Waste, Household Hazardous Waste, and Public Education)”. Impetus for this action was the California Integrated Waste Management Act of 1989 (AB 939); thus the AGENCY agreement “requires Participants to divert recyclable materials from the waste stream.” The Agency agreement specifies that the “Agency will deal with... wood waste and yard waste that would otherwise go to the Central Landfill.” Thus, in 1993, initial composting operations began and have been an ongoing, successful activity since. The agreement also has minimum tonnage requirements of feedstock materials for member jurisdictions to contribute to the compost operation.

The AGENCY’s original agreement was for 25 years. Thus, unless renewed or extended the AGENCY agreement will sunset in 2017.

## 1.3 Current Operations

The County and cities, via franchised haulers, collect and deliver MSW and other separate materials, including yard waste and wood waste, to numerous transfer stations located throughout the County, and directly to the Central Disposal Site. Accumulated yard waste and wood waste materials are then delivered to the AGENCY’s Central Compost Site for sorting and processing.

The AGENCY employs a contractor to operate the Compost Facility; currently this is Sonoma Compost Company (SCC). The AGENCY is the permit holder of record for the facility. The current amount of the materials handled per year is approximately 100,000 tons which is near the permit maximum. The facility footprint is approximately 27 acres. The site occupies an area formerly used to landfill MSW; the trash below is only covered with intermediate cover. However, the composting area is composed of a 12-inch thick concrete pad. The County has indicated that there is still useful volume for additional fill of MSW in the facility area, which will require a facility relocation at the appropriate time. It must also be noted that the current permit only allows composting of vegetative food waste mixed with the yard waste as meat and dairy products are excluded. Also there are specific limits on the tonnage of vegetative food waste that is allowed relative to the amount of yard and wood waste.

Currently, a variety of material types are accepted, sorted, and processed. Incoming materials are either set aside for sale as firewood or as used (but still serviceable) lumber, chipped for use as mulch, or processed in several grades of compost. The compost products are registered by the CDFA and OMRI to their Organic standards. The community regards the AGENCY facility and its products as a very valuable operation and resource.

## 1.4 Future Considerations

In recognition of the finite time frame for operating at the current facility location, several years ago the AGENCY began the lengthy process of identifying and establishing a new viable and

long-term location. A comprehensive study of potential sites was performed, and a limited number of sites were selected for further analysis. The AGENCY commissioned the drafting of an Environmental Impact Report (EIR), a process that is nearly complete. The EIR examines several properties away from the Central Disposal Site, plus one area on the Central Disposal Site of about 25 acres that is not planned for any other landfill related activities.

The AGENCY also developed a Waste Characterization Study (prepared by Cascadia Consulting Group, November 2007), which identified the total county-wide waste stream of organic materials, and wood waste from construction & demolition debris (including what was handled by the AGENCY facility). Based on extrapolated numbers using 2010 waste stream totals the material amount is approximately 185,000 tons per year. Thus any potential future composting operation should consider enabling a capacity of at least 200,000 tons per year. A high percentage of this identified amount of material that is above the current facility flow was believed to be food waste, primarily from the commercial sector. The Cascadia report indicated 36.3% of the total waste stream was organic materials, together with an additional 6.8% wood waste from C&D. Food waste was listed as a sub-category at 21.4% of the total waste stream; these estimated numbers would indicate food waste could make up about 80,000 tons per year of the organic and wood materials available. Respondents must note amounts of materials presented here are guidelines only and developed from studies and estimates.

Concurrently, all county jurisdictions, via the Sonoma County/City Solid Waste Advisory Group (SWAG) convened by the Board of Supervisors, are studying the future plans and goals for the entire solid waste system. Increased waste diversion strategies, and their implementation, are a key facet of this effort. This ties directly to the large amount of organic materials identified by the Waste Characterization Study as still being landfilled rather than processed.

## **2. INTENT**

The AGENCY is seeking information about contractors that are capable of providing composting services either as a solely private enterprise operating on private property under privately held operating permits, as a possible private/public partnership, or as a contractor operating the AGENCY facility and composting program, including the current slate of related activities. As a starting point, the AGENCY is soliciting via this RFQ information about interested parties in order to conduct an evaluative process for potentially entering into a new agreement for a contract operator or a private enterprise with which the AGENCY could negotiate a contract for green waste diversion. The unique circumstances for the near term future of the program, particularly the transition from the current location to a new program home, coupled with the desire to dramatically increase the volume and type of materials processed, provides the impetus for consideration of alternative diversion options of compostable/green material, including a new agreement.

## **3. GENERAL INFORMATION**

### **3.1 Questions**

All questions pertaining to this RFQ should be directed to:

Patrick Carter, Waste Management Specialist  
Sonoma County Waste Management Agency  
2300 County Center Drive, Suite B100  
Santa Rosa, CA 95403  
fax: 707/565-3701 e-mail: [patrick.carter@sonoma-county.org](mailto:patrick.carter@sonoma-county.org)

Questions must be submitted no later than 3:00 p.m. on **December 2, 2011**; no response will be made to questions submitted after this date. An addendum to this RFQ will be prepared in response to any questions received. The Respondent is solely responsible for providing their email address or fax number by **December 2, 2011** to the contact above so that the addendum can be circulated as soon as available. The AGENCY cannot assure that every entity receiving a RFQ will receive the addenda.

### **3.2 AGENCY Contact for Information**

All requests for additional information regarding this RFQ should be directed to the AGENCY's Waste Management Specialist, noted above. Do *not* directly contact other AGENCY staff, members of the Board of Directors, Sonoma Compost Company, or the Sonoma County Transportation and Public Works Department. Individuals or organizations that do so may be disqualified from further consideration. AGENCY will recognize only those responses to inquiries issued in writing by AGENCY in Addendum form as binding modifications to this RFQ.

### **3.3 Confidentiality**

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

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

## **4. INSTRUCTIONS TO RESPONDENTS AND PROCEDURES FOR SUBMITTAL**

### **4.1 Submittal Rules**

Submittals must be presented in accordance with the information requested in Section 5, Proposal Requirements. Other relevant information that the Respondent feels is appropriate may be included. The following rules shall apply:

4.1.1 All submittals shall be submitted in writing and be in accordance with the requirements of this Request for Qualifications. No facsimile or emailed proposals will be accepted.

4.1.2 Three (3) copies of the submittals shall be delivered to the AGENCY no later than **3:00 p.m.** on the time clock located at 2300 County Center Drive, Suite B100, Santa Rosa, California, on **December 19, 2011**. The package of submittals must be clearly labeled on the outside with the name and the address of the firm making the submittal with the words:

"Qualifications for Composting Services" in the address. One of the copies of the submittal shall be unbound to allow for ease of copying. Submittals must be addressed and delivered to the AGENCY contact found in Section 2.1 above.

4.1.3 Respondents shall label one of the copies "Original", which shall govern in the event of any inconsistency among copies of the submittals. This original copy shall be bound.

4.1.4 Each submittal shall be printed on 8 1/2" by 11" paper, double sided where appropriate, or if larger paper is required, it must be folded to 8 1/2" by 11". Paper should be at least 30% post-consumer recycled content.

4.1.5 Each submittal shall include all information required by this RFQ and any subsequent addenda.

4.1.6 Submittals received after the required submittal date will be rejected and will be returned unopened. The AGENCY will not, in any manner, be liable or responsible for any late delivery of submittals.

## **4.2 Evaluation Process**

The AGENCY shall evaluate each submittal. All determinations with regard to the evaluation of submittals will be at the sole discretion of the AGENCY. Each submittal shall first be evaluated for completeness and for compliance with the requirements of this RFQ. The AGENCY will then evaluate the qualifications, experience, and capabilities of each Respondent with regards to the Respondents' ability to provide composting and related services to the AGENCY and its citizens.

After submittals have been examined and evaluated, several Respondents may be invited to interviews, to both discuss the submittals in greater detail, and to begin specific discussions about the services Respondents are prepared to provide. Respondents should be prepared to answer questions and discuss specifics on the following subjects during the course of their interview:

1. Specific services to be provided, including types of feedstock, amounts/volumes anticipated to be managed, and products to be produced.
2. Processes to be employed to provide these services.
3. Approximate cost structure for services, including fees to be assessed and/or revenue sharing.
4. Location of services, particularly if the current location is intended to be utilized for initial or long term operations or, if the Respondent proposes to utilize an alternate site/location that is fully permitted and capable of processing the compostable/green material anticipated to be generated by the Agency.
5. Any plan for interim services to manage the transition from the current operating site to a new location.
6. Scope of work offered by the Respondent to develop a new composting site.
7. Respondent's plans and ability to develop a completely privatized site. This would include a time-line, a scope of services offered (including capacity), site location, feedstock materials contemplated for processing, and products.
8. Proposed duration for any agreement.
9. Planned markets for products to be produced.
10. Facility footprint required.
11. Insurance limitation for operations and environmental degradation.

If the interviews result in any project descriptions that are of interest to the AGENCY, the AGENCY will begin negotiations with the Respondents whose qualifications, and plans as discussed in the interview, give the best value to the AGENCY. Negotiations would be to

establish a contractual agreement for composting program services. The AGENCY, at its discretion, may negotiate with multiple Respondents. The AGENCY may also elect to end the process at any time.

#### **4.3 Rights of the AGENCY**

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

1. Enter into negotiations which may lead to an award of an agreement for services described in this RFQ.
2. Reject all proposals and not award an agreement.
3. Reject any proposal.
4. Select a proposal other than the lowest cost/highest payment proposal.
5. If during the course of negotiations with a selected Respondent, the AGENCY determines in its sole discretion that an acceptable Agreement cannot be negotiated, the AGENCY reserves the right to suspend negotiations with that Respondent and begin negotiations with another Respondent. Also, the AGENCY reserves the right to undertake simultaneous negotiations of the final Agreement with more than one Respondent.
6. Waive defects and/or irregularities in any proposal.
7. Request from any Respondent at any time during the evaluation process, clarification of any information contained in the proposal.
8. Request "Best and Final" offers.
9. Conduct interview(s) with any Respondent(s).
10. Negotiate terms and conditions that are different from those described in this RFQ and Agreement.
11. Contact references provided and seek information from any client with which the Respondent has done business.
12. Take other such action that best suits the needs of the AGENCY and/or its citizens.

Respondents are notified that the costs of preparing and submitting submittals and the risks associated therewith shall be borne solely by the Respondent. No compensation will be provided to Respondents for work performed or costs incurred during the preparation, submittal or evaluation of submittals.

#### **5 SUBMITTAL REQUIREMENTS**

A submittal shall be complete and concise and should be prepared in substantial conformance with the format and order described below to assist in the review process. *A Respondent that omits or inadequately addresses any of the topics below may be excluded from a future Request for Qualifications or Request for Proposals process.*



## 5.1 Required Information:

1. Contact information for respondent, including name of company or entity, contact person(s), address, telephone numbers, email addresses.
2. History of the company/entity.
3. List of activities, contracts, and projects previously engaged in and currently underway related to composting, chipping for mulch, and processing of organic materials. For each of the items listed here, include the following:
  - 3.1 Location for the items described.
  - 3.2 References such as customers or regulatory/oversight officials for each of the activities described. List specific individuals' names and contact information to include telephone numbers and emails.
  - 3.3 Length of time engaged in each of the activities.
  - 3.4 Applicable permit number(s) or similar pertinent references, including permit issuing authority.
  - 3.5 Regulatory history of the activities, including any permit revocations, fines, violations, areas of concern, or similar inspection or enforcement actions.
  - 3.6 Volumes and types of materials handled, both as feedstock and as product produced. Include a description of how and where the finished products are to be used, by volume for each product.
  - 3.7 Specific processes utilized.
  - 3.8 Environmental monitoring activities, safeguards, and infrastructure in place and functioning. Describe any sampling or testing regimen employed.
  - 3.9 List any properties currently owned or leased by the company/entity that are permitted for composting activity not currently being used.
4. Certifications and honors held or earned by the company and its employees.
5. Resumes for key personnel of the contractor. This would include key employees of prospective partners and sub-contractors.
6. Prospective subcontractors or partners, with details as required in (3) above.
7. Extant capacity available at currently operating facilities, including location. Provide details of types of feedstock and products, and any pertinent limitations or special conditions. Include permit information.

## 5.2 Insurance

The Respondent should demonstrate the ability to submit proof of the required insurance coverages, as defined by 5.2.1 – 5.2.7 below, in the form of Certificates of Insurance clearly evidencing all required insurance and endorsements. In the event of any potential future agreement with the AGENCY, a successful Respondent shall procure and maintain for the duration of the potential Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the successful Respondent, its agents, representatives, employees or subcontractors.

### 5.2.1 Workers' Compensation

Workers' Compensation Insurance to cover its employees, with statutory limits as required by the Labor Code of the State of California. Each such policy shall be endorsed with the following specific language:

- (a) This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the Sonoma County Waste Management Agency and the County of Sonoma, by registered mail.

### 5.2.2 Commercial/Comprehensive General Liability

Commercial or comprehensive general liability insurance covering bodily injury and property damage utilizing an occurrence policy form, in an amount no less than Two

Million Dollars (\$2,000,000) combined single limit for each occurrence. Said comprehensive or commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy.

- (a) The Sonoma County Waste Management Agency, the County of Sonoma, their members, officers and employees, are named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.
- (b) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.
- (c) The insurance provided herein is primary coverage to the Sonoma County Waste Management Agency and the County with respect to any insurance or self-insurance programs maintained by the Agency.
- (d) This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the Sonoma County Waste Management Agency and the County of Sonoma, by registered mail.

### **5.2.3 Automobile**

Automobile liability insurance covering bodily injury and property damage in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles. Said policy shall be endorsed with the following language:

- (a) The Sonoma County Waste Management Agency, the County of Sonoma, their members, officers and employees, are named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.
- (b) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.
- (c) The insurance provided herein is primary coverage to the Sonoma County Waste Management Agency and the County with respect to any insurance or self-insurance programs maintained by the Agency.
- (d) This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the Sonoma County Waste Management Agency and the County of Sonoma, by registered mail.

### **5.2.4 Environmental Materials Liability**

Environmental Materials Liability insurance for all activities of Contractor arising out of or in connection with this Agreement in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence. Said policy shall be endorsed with the following specific language:

- (a) The Sonoma County Waste Management Agency, the County of Sonoma, their members, officers and employees, are named as additional insured for all liability

arising out of the operations by or on behalf of the named insured in the performance of this Agreement.

- (b) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.
- (c) The insurance provided herein is primary coverage to the Sonoma County Waste Management Agency and the County with respect to any insurance or self-insurance programs maintained by the AGENCY.
- (d) This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the Sonoma County Waste Management Agency and the County of Sonoma, by registered mail.

### **5.2.5 Documentation**

The following documentation shall be submitted to the AGENCY:

- (a) On or before the Effective Date, Contractor shall provide satisfactory proof that it will be able to obtain all of the insurance, including, endorsements, required hereunder by the Start Date.
- (b) Properly executed Certificates of Insurance clearly evidencing all coverage, limits, and endorsements required above. Said Certificates shall be submitted ninety (90) days prior to the Start Date.
- (c) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted with the Certificates of Insurance required under Section 12.1.5(b) above.
- (d) Upon AGENCY's or County's written request, certified copies of insurance policies. Said policy copies shall be submitted within thirty (30) days of such request.

### **5.2.6 Policy Obligations**

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

### **5.2.7 Faithful Performance Bond**

Contractor shall provide the Agency with a faithful performance bond in the amount of \$1,000,000 in order to secure the Contractor's performance obligations under the Agreement. Such bond shall be executed by a surety company licensed to do business in the State of California. The initial term of the faithful performance bond shall be for one year commencing with the Start Date and shall be renewed on an annual basis until the termination of the Agreement. The condition of the foregoing bond shall be such that if Contractor shall well and truly perform the covenants, promises, undertakings and obligations under the terms of this Agreement, then the obligation of said bond shall be void; otherwise it shall remain in full force and effect. Agency shall be able to collect on said bond for discrepancies or other covered losses discovered up to the time when all Yard Debris and Wood Debris delivered to Contractor under the terms of this Agreement have been processed into Finished Products and all other obligations of Contractor under this Agreement have been satisfied. On or before the Effective Date, Contractor shall provide satisfactory proof that it will be able to obtain the faithful performance bond required hereunder.

### **5.3 Indemnification.**

Contractor agrees to accept all responsibility for loss or damage to any person or entity, including but not limited to AGENCY, and to defend, indemnify, hold harmless, reimburse and release AGENCY, its officers, agents, and employees, from and against any and all actions, claims, damages, disabilities, liabilities and expense including, but not limited to, attorneys' fees and the cost of litigation incurred in the defense of claims as to which this indemnity applies or incurred in an action by AGENCY to enforce the indemnity provisions herein, whether arising from personal injury, property damage or economic loss of any type, that may be asserted by any person or entity arising out of or in connection with the performance of Contractor hereunder, but, to the extent required by law, excluding liability due to the sole negligence or willful misconduct of AGENCY. If there is a possible obligation to indemnify, Contractor's duty to defend with legal counsel acceptable to AGENCY, exists regardless of whether it is ultimately determined that there is not a duty to indemnify. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents.

## **6 SCHEDULE**

<u>Date</u>	<u>Action</u>	<u>Responsible Party</u>
November 17, 2011	Distribution of RFQ	AGENCY
December 2, 2011	Submit Addenda Distribution Information	RESPONDENT
December 2, 2011	Submit Written Questions	RESPONDENT
December 19, 2011	Submittals Due (3:00 p.m.)	RESPONDENT