

**COUNTY OF MONO  
REQUEST FOR PROPOSALS  
FROM CONTRACTORS**

**FOR  
COUNTYWIDE**

**TRANSFER SERVICES;  
TRANSPORT SERVICES; DISPOSAL SERVICES;  
MATERIALS RE-USE AND RECYCLING SERVICES;  
SATELLITE TRANSFER STATION OPERATIONS; AND  
FACILITIES WASTE HAULING**

**Due Wednesday, May 26, 2021 at 3:00PM**



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## RFP ADDITIONAL DOCUMENTS

1. Appendix A – Proposal Form
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  - a. Transfer Services Contract
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## RFP ATTACHMENTS

- Attachment No. 1 – Description of current waste stream management practices
- Attachment No. 2 – Countywide Integrated Waste Management Plan
- Attachment No. 3 – Pumice Valley Landfill SWFP and Joint Technical Documents
- Attachment No. 4 – Agreement for Project Evaluation, Environmental Review and Processing
- Attachment No. 5 - Five Year Waste Volumes by Site and Jurisdiction
- Attachment No. 6 – Mono County Parcel Fee Resolution
- Attachment No. 7 – Benton Crossing Rate Sheet

**All Additional Documents and Attachments can be found at:**

**<https://monocounty.ca.gov/solid-waste/page/request-proposals-countywide-integrated-solid-waste-management-services>**

**\*\*Note: Definitions for terms used within this RFP and Appendix A Proposal Form can be found in the Master Contract Glossary and corresponding Service Contract Glossaries.**

## ARTICLE I – PURPOSE, NEED AND BACKGROUND INFORMATION

### 1.1 Summary

When the Benton Crossing Landfill (BCLF) closes January 1, 2023, Mono County Department of Public Works, Solid Waste Division (“**County**”) may privatize some or all of the integrated waste management services that it currently provides at BCLF.<sup>1</sup> (County may continue to provide certain services if there is no proposal, or no economical proposal, to provide them.) The winning proposer(s) will provide waste management services on private land, or land leased from the County (such as Pumice Valley Landfill). County will automatically award 10 of 140 possible evaluative points to proposals that utilize existing County Facilities and 20 points for proposals that include an option for the County to purchase contractor’s transfer station used to provide transfer services. 40 of the 140 possible evaluative points will be awarded for price, allowing for proposals on non-County land to be evaluated higher, provided they are less expensive than proposals which include leasing land from the County.

#### 1.1.1 Procurement Goals. County’s top goals include:

1. **Timely Transition:** To transition smoothly and without interruption from providing services at BCLF to services under this RFP before BCLF closes so that all services are available to County’s franchise haulers and the public during normal operating hours, without long lines.
2. **Good Faith Efforts:** To demonstrate County’s good faith efforts to comply with State law regarding diversion of waste from landfill disposal. In their proposals, proposers must estimate their percent of diversion.
3. **Adaptability:** To ensure flexibility to adapt services in response to changes in law, program changes, technology, waste and materials quantity, and materials markets. This includes ensuring that services are provided in a manner consistent with the development of future enhancements, for example: composting, automobile processing, management of plastics #3-7, anaerobic digestion, and/or a waste-to-energy facility.

**1.1.2 Services being Procured.** County seeks to procure contracts to do all or some of the following:

1. **Replace** in-County disposal of permitted waste at BCLF with transfer and long-haul transport to another permitted disposal site, effective December 31, 2022, under three separate contracts, including:
  - A. Loading waste into transport trucks (“Transfer Services”) at Contractor’s facility;

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<sup>1</sup> County is not re-procuring solid waste collection franchises.

- B. Transporting that waste to a permitted disposal site (“Long Haul Transport”); and
  - C. Disposal at a permitted disposal site (“Disposal”).
- 2. Relocate** waste diversion / materials reuse-recycling services (such as beverage containers, white goods, tires, household hazardous waste, C&D, etc.) currently provided at BCLF to a new location within the County (at an “Integrated Materials Management Center” or “IMMC”), including:
- A. Household hazardous waste handling; and
  - B. Ancillary materials handling.
- 3. Re-procure** satellite transfer station operations and materials collection services currently provided at County facilities under the following contracts, which expire concurrently with the BCLF closure:
- A. Satellite Transfer Station Operations; and
  - B. County Facilities Trash and Recycling Collection Services.

**1.1.2 New Contracts.** Contracts to be entered into under this RFP are: the “**Master Contract**” ([Appendix B](#)) which includes general contract provisions applicable to all services (excluding satellite transfer station operations and facilities trash collection services), such as record-keeping, insurance and financial assurances, and multiple “**Service Contracts**” ([Appendix C](#)) which include contract provisions specific to the service provided. Although this procurement solicits proposals for bundled services, contracts may be awarded for individual services or a combination of services that is less than the entire bundle, and the terms of the Service Contracts differ:

- **Transfer Services:** The term for the Transfer Services Contract is 20 years, to allow the proposer to amortize its capital investment in construction or expansion of its transfer station.
- **Other Service Contracts:** The term for all other Service Contracts is 7 years beginning upon commencement of transfer services, to allow the proposer to amortize its capital expenses in acquiring vehicles and equipment to transport waste, *plus* one extension of up to 3-years each.

**1.1.3 Service Fees.**

- **Separate.** Proposers must propose service fees for each service separately but must also provide a combined rate to reflect economies of scale, if any, for providing all services within a proposal category, as requested on the Proposal Forms ([Appendix A](#)).
- **Evaluation.** County will evaluate service proposals with respect to both *evaluative criteria* (cost, experience, acceptance of terms, etc.) and the *relative monetary value of each service*.

- **Pre-operations Adjustment.** From the date that County and contractor sign contracts until the beginning of transfer service, service fees will be adjusted under the annual adjustment protocol in the contracts, continuing throughout the remaining 20- or 7-year term of the contracts.
- **Adjustments.** The contracts contain service fee adjustment protocols for annual adjustment and in the event of uncontrollable circumstances or change in contract services. Proposals must include the proposed portion of the service fee to be adjusted by each index, as referenced in the Master Contract. (e.g., CPI, fuel.) For example, for transport, a proposal might allocate 60% of the adjustment to CPI and 40% to fuel.
- **Service fees v. tipping fees.** County will pay the service fee to contractors from the aggregate tipping fees that it collects at the gate house based on the County's rate schedule. The County sets the rates. It charges the tipping fees at the transfer station, taking into account not only contractor's service fee but other waste management and administration costs.

***Note: This RFP summarizes general service specifications and the business transactions in County's integrated waste management services procurement so that County can fairly compare and evaluate proposals. However, proposers must base their proposals, including price, on the specific service specifications and business components detailed in the Master Contract (Appendix B) and applicable Service Contract (Appendix C).***

## 1.2 Overview of Services Currently Provided at Benton Crossing Landfill

The current services provided at the BCLF (further detailed in [Attachment 1](#)) which must be operational at a new location(s) by December 31, 2022 are:

- Municipal Solid Waste (MSW) acceptance and disposal for both commercial trucks and self-haul;
- Construction & Demolition (C&D) acceptance and disposal for both commercial trucks and self-haul (proposals may include disposal at the County's current Pumice Valley site – for assumed price for proposal purposes of \$74/ton. Actual price may vary);
- Clean Wood/Organics acceptance, storage, processing, and re-use;
- C&D Wood acceptance, storage, processing, and re-use;
- Aggregate acceptance, storage, processing, and re-use;
- Appliance acceptance, storage, processing, and transport for recycling;
- Metal collection, acceptance, storage, processing, and transport for recycling
- Household Hazardous Waste (HHW) acceptance, storage, transport for disposal/recycling;
- Tire collection, acceptance, storage, and transport for recycling;
- E-waste acceptance, storage, and transport for recycling;
- Paint acceptance, storage, handling, and transport for recycling;
- Carpet acceptance, storage, handling, and transport for recycling;
- Used oil acceptance, storage, handling, and transport for recycling;
- Sludge acceptance, storage, processing, and re-use;
- Automobile acceptance, storage, processing, and transport for recycling;
- Gatehouse/Scale operations and associated record keeping; and
- Operational management and reporting.

### 1.2.1 Background and History

In 2010, the County hired HDR consultants to produce a report analyzing several alternatives for the future of waste management in the County. The report identified long haul transfer as the preferred alternative based on cost and implementation and environmental challenges. County staff then began researching options for long-haul transfer of County waste, and how various recycling programs could be located, maintained, and enhanced within a long-haul transfer model.

In anticipation of transitioning to long-haul transport, in 2014 the County convened its Solid Waste Task Force (Task Force) (Cal. Pub. Res. Code §40950), to amend the County's Integrated Waste Management Plan (CIWMP). The Task Force approved amendments to the CIWMP based on the BCLF closure date. The amendments recognized that waste burial within Mono County would be replaced by a system for long-haul transfer and disposal outside of the County. The

revised CIWMP was approved by the County Board of Supervisors and adopted by CalRecycle in 2015. The CIWMP is included as [Attachment 2](#) to this RFP.

In 2015, the County purchased the Pumice Valley Landfill, an active C&D Landfill/Transfer Station site of approximately 48 acres that is centrally located within the County (SWIS # 26-AA-0003). Upon the acquisition, the Joint Technical Document (JTD) for the site was revised to reflect anticipated future activities. The site includes over 10 acres of land available for site development, which would require amendment to the JTD with associated review under the California Environmental Quality Act (CEQA). Information about the Pumice Valley Landfill and associated Joint Technical Documents for all County landfill sites, are included as [Attachment 3](#) to this RFP (NOTE: The Pumice Valley Landfill has no power service, no water service, and no subsurface water rights. All water must be imported and stored on site). The Pumice Valley Landfill, or one of the County's six transfer station sites, may be leased to the selected contractor as a location for performing the some or all of the services described in this RFP, as described in Section 1.4 below.

### **1.2.2 Satellite Transfer Station Operations Included in this Procurement**

The County owns six satellite transfer stations (STS) located throughout the unincorporated area and contracts with a solid waste firm to operate those facilities. The six STS are: The Pumice Valley Transfer Station (26-AA-0003), The Benton Transfer Station (26-AA-0006), the Chalfant Transfer Station (26-AA-0005), the Bridgeport Transfer Station (26-AA-0002) and the Walker Transfer Station (26-AA-0001). Information on these sites, including permitted operating requirements and restrictions, maps, and other details, is included as [Attachment 3](#) to this RFP.

The County's current contract for STS operations expires concurrently with the BCLF closure date, and this RFP includes re-procurement of the contract for operation of the six County-owned STS. – ***except that if the selected Mandatory Services Proposal includes the provision of long-haul transfer at Pumice Valley, then that site would be excluded from the satellite transfer station operations contract.*** Required hours of operation and operating standards for the STS are set forth in the STS Permit Documents provided in [Attachment 3](#).

### **1.2.3 County Facilities Trash and Recycling Collection Services Included in this Procurement**

The County administers a Facilities Waste Hauling (FWH) contract for the collection and ultimate disposal/transfer of waste from County facilities. This RFP includes re-procurement of FWH services. Service standards are outlined in the FWH Service Contract provided in [Appendix C](#).

### **1.2.4 Residential and Commercial Waste Collection Excluded from this Procurement**

The County administers two agreements for the collection of solid waste from residential and commercial customers throughout the unincorporated area of Mono County (the "Franchise Agreements"). This RFP does not include collection of solid waste from residential and commercial customers in the unincorporated area of the County, and such services will continue to be provided pursuant to those separate Franchise Agreements.

### **1.2.5 Law and Regulation Pertaining to Solid Waste**

Proposals must comply with all State, federal and local laws and regulations applicable to the services provided (“Applicable Law”). This includes, but is not necessarily limited to, laws related to the acceptance, handling, transportation, storage, processing, re-use, recycling, disposal, incineration, and reporting of solid waste. It is the responsibility of the proposer to review, understand, and develop and submit a proposal that complies fully with Applicable Law.

Notwithstanding the above, the County is responsible for ensuring that all solid waste operations, including those provided pursuant to this RFP and those provided through other means, are consistent with the County’s State diversion and recycling goals. The work described in this RFP, and resulting contract, represents a portion of the County’s good-faith effort to meet those goals. The County shall have the right to make adjustments to the contracts as necessary to maintain compliance in the future.

### 1.3 Proposals

The County has divided the scope of potential services included in this RFP into four separate proposal categories:

- **Mandatory Services,**
- **Optional Services,**
- **Individual Services, and**
- **Bundled Services / Volume Discount.**

This division of services into these proposal categories recognizes that proposers may not be positioned, or able to assume responsibility for all the necessary services combined, and may wish to propose on smaller groups, or individual services. The County currently has systems in place that could be continued if proposers cannot, or do not wish to, provide responsive proposals. Contracts may be issued to multiple proposers providing different services in the same category – including, but not limited to, Materials Management services, which are available for separate proposal as Individual Services but are also bundled with Mandatory Services.

- Proposals for **Mandatory Services** must propose for **all** (not a portion of) **Mandatory Services** listed.
- Proposals for **Optional Services** must propose for **all** (not a portion of) **Optional Services** listed, but may propose individually for one or more **Optional Services** under Individual Services.
- Proposers may propose for any number of **Individual Services** (all or a portion).
- Proposers may submit proposal(s) that **Bundles Services** together with a consequent volume- discounted price. See 1.3.3B Bundled Proposal(s) / Volume Discount.

If no proposals are received for any or all of the above services, the County will continue to provide those services and will be responsible for developing, operating and reporting on those programs.

Mandatory Proposals include:

- (1) the provision and operation of a Long-Haul Transfer Station, and
- (2) development of the Integrated Materials Management Center (IMMC).

Proposals must include schedules for completion of specified tasks, with interim milestones that will ensure progress is on track, in accordance with the format provided in the **Mandatory Proposal Form 2.1.5f** ([Appendix A](#)).

### 1.3.1 Mandatory Services Proposal

The **Mandatory Services Proposal** includes: (1) the Transfer Services Contract, and (2) the Materials Management Contract which require acceptance and management of the following:

(1) **Transfer Services Contract.** Accept and transfer into trucks:

- ***Municipal Solid Waste (MSW)***

*Note: the transport and disposal of MSW are proposed as “Individual Services” below. Proposers who wish to provide transport and/or disposal, in addition to waste transfer, should propose them as individual services below, with associated volume discount, if any.*

(See [Appendix C / Transfer Services Contract, Article 4 Service Standards](#) regarding the operation of the Transfer Station.)

(2) **Materials Management Contract.** Accept and store; transport; and provide for the processing, re-use, or disposal of the following **Materials**:

- *Construction and Demolition (C&D) Waste;*
- *Clean Wood Waste;*
- *Organics;*
- *Scrap Metal;*
- *Used Tires;*
- *White Goods / Appliances;*
- *Old Corrugated Cardboard (OCC);*
- *Beverage Containers;*
- *Mixed Paper;*
- *Carpet; and*
- *Mattresses*

(See [Materials Management Contract in Appendix C, Section 3.01](#) and the corresponding [Attachments](#) with respect to each material.)

Proposers may perform any of those services themselves, or subcontract with 3<sup>rd</sup> parties.

Under the Materials Management Contract, proposers provide the following services with respect to each **Material**:

- **Acceptance and storage** of the materials at its Materials Management Center (see, e.g., Sections 3.06 and 3.07 of applicable Attachment to Materials Management Contract);
- For all except MSW, **transporting** (arranging for transport service from the Transfer Station and/or Integrated Materials Management Center to a facility for **processing, re-use, recycling, or other diversion** from disposal, either through a subcontract or by performing the service itself (see, e.g., Sections 3.08-3.09 of applicable Attachment to Materials Management Contract); and
- For all except MSW, providing “**final disposition**” (arranging for final disposition through a subcontract or by performing that service itself (see, e.g., Section 3.10 of applicable Attachment to Materials Management Contract).

Accordingly, contractor may determine whether to provide materials management services either through (1) subcontract or (2) by itself:

**(1) Provide for Materials Management through Subcontract.**

*For example, a proposer could accept and store organics at its Materials Management Center, then transport the organics to a composting facility owned and operated by someone else (or arrange for pick-up and delivery to that facility).*

*For a second example, a proposer could accept C&D waste and contract with the County to landfill that waste at Pumice Valley Landfill.*

For proposals to utilize existing County facilities for final disposition, proposals should utilize County’s existing rates for those services as presumed rates. The current rate sheet for Benton Crossing is provided in **Attachment 7**.

**(2) Provide for Materials Management by Contractor**

*For example, a proposer might manage burial of C&D itself by contracting with the County to operate the County’s C&D landfill at Pumice Valley. Note that such operation would require the payment of prevailing wages by Contractor. Proposer would then simultaneously meet its C&D management obligation under the mandatory proposal and expand and vertically integrate its business under the optional proposal.<sup>2</sup>*

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<sup>2</sup> Note that any portion of performance that involves waste burial and/or cover is a public work and requires the payment of prevailing wages.

*For a second example, it might provide composting services at its own composting facility.*

*Note that proposers who do not submit a Mandatory Services Proposal may nevertheless submit Individual Proposal(s) to handle one or more of these materials, as described in 1.3.3 below.*

**Independent Pricing:** Proposer does not have to propose on these Mandatory Services, but if it does, it must propose on them all. Each service price must be *independent* of other service prices (including service prices for each managed material).

Stand-alone pricing enables County to evaluate multiple proposal prices for materials management services under the Mandatory Proposal and one or more Individual Proposals on a comparative basis. (See **Bundled Proposal / Volume Discount**, 1.3.3B below for *inter-dependent* prices)

### **1.3.2 Optional Services Proposal**

The **Optional Services Proposal** *must* describe acceptance, management and final disposition of the following materials (which are not included in **Mandatory Services Proposal**) under contracts each having a 7-year term, with one optional extension up to 3 years:

- *Household Hazardous Waste*
- *E-Waste*
- *Universal Waste*
- *Aggregate/inert waste*
- *Automobiles*
- *Mobile Homes*
- *Trailers*

*Note that proposers who do not submit an Optional Services Proposal to provide all Optional Services may nevertheless submit individual proposal(s) to handle one or more of these materials, as described in 1.3.3 below.*

**Management.** The proposer shall determine, and describe in its proposal, the means and methods to accept, process, recycle, re-use, and/or dispose of these optional materials.

For *all* of the optional materials,

- provide the information requested in the Materials Tables at the beginning of the Optional Proposal, and
- fill in the associated *cost per ton, per unit and annual total* in the Proposed Fees Table on the last page of the Optional Proposal.

Proposals shall not include a plan to deliver such materials to County under any current County program.

If a proposer intends to submit a proposal to provide Optional Services, it should immediately notify the County and sample Optional Services Contracts will be provided.

### 1.3.3 Individual Services Proposals

In addition to seeking proposals to provide the Mandatory and Optional Services described above, this RFP offers an opportunity for proposers to submit proposals to provide several services individually (i.e., without necessarily proposing to provide “Mandatory” or “Optional” Services.”) This category is referred to as “**Individual Services**”. Any proposer may submit a proposal to provide one or all of the following **Individual Services** under contracts each having a 7-year initial term:

- (1) **Long-Haul Transport of MSW** loaded into transport containers at the transfer station and driven to the disposal facility that is awarded under the Disposal Contract ([Appendix C – Transport Contract](#));
- (2) **Disposal of MSW** at the disposal facility ([Appendix C – Disposal Contract](#));
- (3)- (12) **Management of one, more, or all materials** from acceptance to final disposition (See list of “materials” in RFP 1.3.1; [Appendix C – Materials Management Contract and Attachments](#) for management of each specific material);
- (13) **Operation of the County’s satellite transfer stations** and delivery of waste and materials from those satellites to the transfer station/IMMC ([Appendix C – Satellite Transfer Station Operations Contract](#));
- (14) **Collection of waste** and materials from County facilities for disposal or recycling. ([Appendix C - County Facilities Trash and Recycling Collection Services Contract](#)).

Proposer does not have to propose on any of these Individual Services. It may propose on one, more, or all. But each service price must be *independent* of other service prices. (See Bundled Proposal, below for *inter-dependent* prices).

### 1.3.3B Bundled Proposals / Volume Discounts

Lastly, Proposer may submit a proposal with price discounts reflecting award of multiple contracts.

**1. Services: Independent Pricing.** Proposer must first submit independent prices for each service that it proposes, whether Mandatory Services, Optional Services, or Individual Services (including each materials management service). Submission of independent pricing is a *precondition* to submitting a proposal for Bundled Services.

**2. Bundled Services: Inter-dependent Pricing.** If Proposer submits proposals for more than one service, then it may submit interdependent, discounted prices for Bundled Services of its choice. Proposer must still indicate separate prices for each service, but each price is valid only if County selects the Bundled Service Proposal.

### 1.3.4 Diversion and Recycling

The proposer must provide an estimated percentage of materials diversion for any material proposed to be managed. (See Tables for each material in Section 2.1.8 of the Mandatory Proposal and Individual Proposal(s).

The aggregate total of these diversions will represent a significant evaluative factor of the proposal. The proposed percentages will be carried forward into the resulting contract(s) as a binding annual diversion rate for each material.

### 1.3.5 Time is of the Essence

Due to the impending deadline for closure of BCLF, time is of the essence for the contractor awarded the Transfer Services Contract (in [Appendix C](#)) to take such steps as are necessary to commence providing transfer services. (See *Findings, Section 3.01a Readiness Benchmarks, 3.07i Delayed Acceptance, and 4.22*, in the Transfer Services Contract.)

- **Scheduled Acceptance Date.** The Transfer Services Contract requires that transfer operations begin no later than December 31, 2022, (the “Scheduled Acceptance Date”). (See 3.01c.)
- **Bonus for Early Completion.** The Transfer Services Contract also contains readiness benchmarks which must be met in preparation to commence full operation as of the Scheduled Acceptance Date (See 3.01a) and a financial incentive of \$ 30,000 if full operations commence on or before December 31, 2022 (See Introduction, Urgency of Timely Completion (1)). This incentive is reduced by \$333/day for each day after December 31, 2022, that services are not fully operational until March 31, 2023, at which time no incentive is paid and, instead, liquidated damages of \$3,000 per day are

imposed until the Scheduled Acceptance Date (Introduction, Urgency of Timely Completion (2); and 3.07i(2) Delayed Acceptance.).

## 1.4 Availability of County-Owned Landfill and Transfer Station Sites

### 1.4.1 County Sites

As noted above, the County owns the following sites which are currently operated as satellite transfer stations, landfill facilities or both: The Pumice Valley Landfill and Transfer Station (26-AA-0003), The Benton Transfer Station (26-AA-0006), the Chalfant Transfer Station (26-AA-0005), the Bridgeport Transfer Station (26-AA-0002) and the Walker Landfill and Transfer Station (26-AA-0001) (“County Site(s)”).

### 1.4.2 Lease Terms

The services are not required to be located/carried out at a County Site. However, the County is willing to issue market-rate, lease(s) for up to a 20-year term, for any County Site that the successful proposer(s), as contractor(s), deem necessary or desirable for the provision of services. (See Lease Agreement.)

- Proposers are advised that if lease of a County Site is subsidized in any manner by the County (e.g., if less than full-market rent is paid), then prevailing wage laws apply to any covered work occurring at that site as set forth in Sections 1720 et seq. and 1771 of the California Labor Code.
- In addition, the requirements of Section 1725.5 that no contractor or subcontractor be listed in a proposal (with limited exceptions stated in Labor Code section 1771.1) or awarded a contract for a public works project unless that contractor or subcontractor is registered with the Department of Industrial Relations.
- Finally, for any work that is a public work, compliance monitoring and enforcement would be carried out by the California Department of Industrial Relations.

The market rental rate for use of the Pumice Valley site is estimated to be \$4.27/month/acre, which would be adjusted annually by the CPI adjustments within the Master Contract (see, Section 8.02.) If a proposer is interested in utilizing a different County-owned site, upon request, County will provide a market rate quote for that site.

**Incentives to Site and Pumice Valley.** Although Proposer may develop the transfer station and IMMC on its own property, the County will award [10] additional evaluative points for siting them at Pumice Valley C&D Landfill and potentially additional evaluative points for convenience. Siting the transfer station and IMMC at Pumice Valley:

- **Public Convenience:** provides convenience to the public, which need remember and drive to only one place to drop off waste and materials;
- **Administrative Efficiency:** increases County efficiency in administering its solid waste contracts and overseeing both contract services and operation of the C&D debris landfill; and

- **County Responsibility:** allows County to manage solid waste, which is County’s ultimate responsibility to protect public health and safety. (See further discussion in Mandatory Proposal 2.1.5.)

If a proposer is interested in lease of a different County Site, it may request a determination of market rate from County and such rate will be provided to all proposers.

#### **1.4.3 Coordination Requirements if County Site Used**

Any use or development of a County Site must be coordinated through, and approved by, the County to ensure it is not in conflict with County (or other) uses on the Site.

#### **1.4.4 Joint Technical Document and Compliance with California Environmental Quality Act**

Each County Site is governed by a solid waste facility permit (“permit”) and joint technical document (JTD) that govern and restrict its use. The JTD and permit for any County Site identified for use must be revised to accommodate the proposed use(s). The contractor(s) providing the service for which amendment is required will be required to cooperate with County in preparing and obtaining approval of any necessary revisions to the JTD and permit, any other required permits for development, and all associated environmental review. Once a preferred project is identified and all required permits, approvals or plans are known, County will determine the appropriate level of environmental review under the California Environmental Quality Act (CEQA), determine appropriate lead and responsible agencies, and the proposed Contractor’s responsibilities with respect to environmental review and compliance. A copy of the County’s standard “Agreement for the Provision of Project Evaluation, Environmental Review and Processing Services” is attached to this RFP as **Attachment 4** and shall be executed by the contractor(s) if a County Site is utilized or if another discretionary County approval is required for implementation of contractor(s) proposal. JTDs for all County Sites are included as **Attachment 3**.

#### **1.4.5 No County Liability for Host Fees**

If the proposal involves operations at any site that is outside of the jurisdiction of Mono County (i.e., within the Town of Mammoth Lakes or in another County), then the proposer, as contractor, shall be solely responsible for payment of any host fees imposed by that jurisdiction and same shall not be passed through to County in any manner .

### **1.5 Delivery of Materials**

Should a successful proposer (as contractor) be responsible for accepting, but not processing, materials at the it must provide for the delivery of any such materials accepted at its site to the location for processing and must pay for transport of materials to, and any tipping fees at, recycling and/or processing disposal facilities. (See Materials Management Contract, Attachment 3 / e.g., Sections 3.08 Removal and Transport; 3.09 Diversion.)

## 1.6 County Purchase Option

The County strongly prefers proposals that provide the County an option to purchase the transfer site (or facility if located on a County site) and IMMC at the end of the contract term or early termination for cause. Preference will be given to proposals that include this purchase option, and proposers should consider the significant influence it will have on the scoring criteria (20 out of 140 evaluative points). (Mandatory Proposal 2.1.9 *Option to Purchase; Transfer Service Contract, Article 6.*) County makes the following findings:

**A. County ownership forestalls horizontal monopoly in transfer services.** The County does not know today what its waste management infrastructure will be in 20 years. However, at the end of the Transfer Station Services Contract, the County may not have any practical option or economically feasible alternative to Contractor's Transfer Station for disposing of County waste. If the County were to develop a new transfer station, it would have to recover its capital costs in its tipping fees. Meanwhile, the contractor will already have fully recovered its capital investment in its existing Transfer Station. The County's transfer tipping fees would not be competitive with contractor's tipping fees. County will be forced to continue transferring using Contractor's Transfer Station, but Contractor will hold a local monopoly on waste management infrastructure / transfer. Therefore:

**B. Monopoly raises the public's waste management cost.** It is in the public interest for County to maintain competition in solid waste management, from collection to final disposal or processing. Competition allows County to protect the public fisc and maintain the lowest possible service fees for competent MSW service.

**C. No County Negotiating leverage = higher transfer tipping fees.** In a monopolistic market County will not have negotiating leverage to secure competitively-equivalent tipping fees.

**D. Vertical monopoly = higher collection fees.** In a franchise / collection procurement proposer can internalize its transfer costs and charge its hauler-competitors a higher (gate) rate. No other hauler could compete with the owner on price. They could not compete on a level playing field. Eventually, the owner of the transfer station would drive other haulers out of business and secure a monopoly on waste collection services as well as transfer. The owner would then secure a vertical monopoly – collection and transfer.

Consequently, it is in the public interest for County to have a purchase option at the end of the Transfer Station Contract.

## 1.7 Material Volumes, Business Points

### 1.7.1 Materials Generated within the Town of Mammoth Lakes

The last 5 years of permitted waste (including waste, refuse and recyclable materials) volumes received and processed at the BCLF are shown in [Attachment 5](#). Although waste originating in

the Town of Mammoth Lakes (Town) is shown on this report in addition to materials originating in unincorporated Mono County, proposers should understand that materials generated within the Town are not assured. The Town is an incorporated jurisdiction and is under no obligation to direct waste or materials generated within its boundaries to any County solid waste system or program.

The Town and County continue to work on regional waste management concepts including flow agreements and the development of future infrastructure. It is the proposer's responsibility to investigate the likelihood (or not) of the Town's waste, materials, and associated revenue passing through a proposed facility, and to propose accordingly.

The County controls and represents only that materials from the unincorporated part of Mono County will be handled under this RFP. (See also Transfer Services Contract, 5.01a Town Waste.) Any additional material flow, whether from the Town or other jurisdictions, is not assured.

### **1.7.2 Materials from Other Jurisdictions**

If materials from the Town or other jurisdictions are accepted, transported, processed or disposed of by the contractor at the IMMC, then contractor cannot charge any less for those materials than is paid by the County. (Transfer Services Contract, 5.01C Contractor Business.) Additionally, for materials generated outside of the unincorporated area or originating on property for which no solid waste parcel fee ("Parcel Fee") is paid, an amount equivalent to the Parcel Fee must be paid to the County before such materials may be accepted. (Transfer Services Contract, Findings / Non-County Customers (3).) Information about the Parcel Fee, including the Resolution adopting it, is included as **Attachment 6**.

### **1.7.3 Rate Adjustment Provisions**

The County understands that uncontrollable circumstances or changes in contract specifications could have impacts on most aspects of these proposals, some of which may require additional capital investment by the contractor. Opportunities and process for rate adjustments under such circumstances are provided in the Master Contract (Section 8.02) and applicable Service Contracts (also Section 8.02).

### **1.7.4 Term**

The term of the Transfer Services Contract will be for 20 years in order to enable the successful proposer, as contractor, to recover its capital investment. (See Transfer Services Contract "Expiration Date"; Introduction; Findings Tonnage Capacity; 3.03c.) Contracts for the remaining services will be for 7 years (Transport Contract 2.01, Disposal Contract 2.01, Materials Management Contract 2.01, Facilities Collection Service contract 2), with one 3-year extension option each. (See Operation of (Satellite) Transfer Station Facilities 3.01.)

## **1.8 County to Set Gate Fees**

Regardless of the scope of the proposal(s), the County's Solid Waste Division has expenses and legal obligations associated with other County landfill sites, state solid waste reporting, recycling/diversion programs and contract management, etc. (i.e., continuing administration

costs). The costs to perform these obligations have traditionally been, and will continue to be, integrated into rates charged upon materials accepted at an STS, IMMC, or Transfer Station (“gate fees” or “tipping fees”) and a portion of gate fees at any site will be reserved or paid to the County to enable it to continue to meet its obligations under Applicable Law and to administer the countywide solid waste program.

At the time this RFP is issued, the County estimates the amount required to cover continuing administration costs to be \$20 per ton, applied to the following waste streams: MSW, C&D, Aggregate, Clean Wood, and Organics. This amount will change during the term of the contract(s) in accordance with actual costs.

The County will continue to develop and adopt gate fees in accordance with legal standards, and such fees will be determined at the County’s sole discretion. The gate fees may or may not equal the rates per ton paid to the contractor for the provision of services and established in the Master Contract/any Service Contract. Gate fees may match, increase, or decrease the individual waste stream rates found in the contract, and any such changes will be at the County’s sole discretion.

### **1.9 County Control of Gate House, or Alternative Contractor Plan**

- The County will provide its employees to staff the gate house at the transfer station/IMMC if located at Pumice Valley Landfill (Transfer Services Contract 4.03a.)
- The County will also provide its employees to staff the IMMC gate house not located at Pumice Valley, *unless* an alternative system is developed by the proposer, and accepted by the County, which ensures that County receives reliable, timely and accurate information regarding the origin of the waste, tonnage, type of waste, amount diverted, and fees collected by contractor. (Transfer Services Contract 4.03a)

Proposals to utilize a site other than Pumice Valley Landfill with contractor’s employees staffing the gate house must describe how this will be accomplished. (Mandatory Proposal).

## ARTICLE II – PROPOSAL SPECIFICS

### 2.1 Mandatory Services Proposal

#### 2.1.1 Scope and Quality of Services

- Proposals shall fully address and account for the operation and maintenance of any facility

Mandatory Service Proposals shall address and account for **waste handling** at the Transfer Station and **management of materials** delivered to the IMMC.

*(Mandatory Proposal 2.8 2.1.8 Mandatory Material Acceptance, Storage, Stage, (Processing), Transport, and Final Disposition. ) ‘*

Base Service Proposals or Mandatory Service Proposals shall include description of:

- the furnishing of all labor, supervision
- equipment (Mandatory Proposal 2.1.5g), tools, materials, supplies,
- transportation,
- fuel,
- maintenance,
- construction and
- all other items necessary to perform the services in accordance with Applicable Law, with the exception that County will staff the gate house, if Pumice Valley site is utilized and may staff the gate house if another site is utilized.

(Base Proposal 4.4.2 #3.)

Contractor shall provide staffing (Transfer Services Contract 4.25) necessary to the provide comprehensive and high-quality waste handling and materials management (Master Contract, Service Standards 4.01) including, but not limited to, ensuring efficient handling and processing (See Transfer Services Contract, O&M Plan 3.01.)

#### 2.1.2 Use of Subcontractors

Proposals will not be disqualified or scored lower for using subcontractors to conduct select services. However, subcontractors must be covered by or meet the same conditions and requirements to which the contractor is subject. (Master Contract 4.06d.)

Proposed subcontractors shall be listed in the proposal, as set forth in the Proposal Forms.  
(Mandatory Proposal 2.1.2)

### 2.1.3 Permits, Approvals and Environmental Review

The successful proposer, as contractor, is responsible for the preparation and submittal to regulatory authorities of all Plans of Operations, and other documentation related to the issuance of a Solid Waste Facilities Permit/JTD or amendment thereto, as required, for its operation (Master Contract 4.94 Compliance with Law). Performance of any environmental review and receipt of appropriate certifications under the California Environmental Quality Act (CEQA) shall be in accordance with section 1.4.4 of this RFP.

### 2.1.4 Facilities and Operating Assets

- **Capacity.** The Integrated Materials Management Center (IMMC) for materials management or transfer facility for waste handling shall be of sufficient size to accommodate material volumes received from unincorporated Mono County, see **Attachment 5**, and scalable to accommodate additional volumes, as materials may arrive from the Town of Mammoth Lakes by self-haulers or other entities (Transfer Services Contract Article 5).
- **Access.** The transfer station must accommodate packer trucks and allow for more than one customer to unload at one time (Transfer Services Contract 407a Safety) during
- **hours of operation:**
  - Transfer Services Contract:
    - 4.02 Operating Hours,
    - 4.04a Receiving Hours,
    - 4.13 Loading Hours,
  - Materials Management Contract
    - 3.01 b Site Access and Hours.
    - Attachments e.g., 3.05b Acceptance / Unloading.)
- **Service specifications**
  - Transfer Services Contract Article 3 Scope of Services / Specification;
  - Materials Management Contract 3.01 Services, and its
  - Attachments 3.01 Services), and
- **standards** are applicable to the type of service:
  - Master Contract, Article 4 Service Standards;
  - Transfer Services Contract Article Service Standards.

Proposer must propose its means and methods of performing these tasks for evaluation (Mandatory Proposal 2.1.8).

It is assumed the tasks will require the development of, or use of an existing, fully enclosed transfer station with associated storage areas, as well as appropriate areas for providing materials management as applicable.

For proposals that include a County option to purchase the transfer facility and/or the operating assets and equipment utilized in IMMC operations, the design of the facility must be coordinated

through the County, and ultimately approved by the County as consistent with future County plans or proposals for waste handling and materials management (County approval will not be unreasonably withheld).

Should any facility, materials, equipment or location provided by the contractor prove inadequate during the term of the contract(s) (due to regulatory issues, customer traffic, nuisance, or for other reasons), it will be the responsibility of the contractor to make necessary improvements to remedy those inadequacies: Transfer Services Contract:

- 4.03d Scales Noncompliance
- 4.12e *Repair of Damaged Transport Containers*
- 4.17 *Operation, Maintenance and Repair*
- 4.19 *Tipping Floor*
- 4.22 *Damage, Repair Theft*
- 6.05 *Repair or Replacement* (punch list)

### **2.1.5 Facility Information**

Proposals shall describe how the proposer will provide and operate the facility(ies) for waste handling and materials management (as applicable), including details on the following:

- a. Location, land use designation, and current ownership (2.15a)
- b. Site plan and facility schematic, including: ingress/egress traffic flow plan, scale location and gatehouse, tipping floor(s), material storage areas, material processing areas (as applicable), future expansion area(s), loading/unloading areas, administrative offices (as applicable) (2.1.5b)
- c. Cost estimate (2.1.5c)
- d. Approach to funding (2.1.5d)
- e. Required permits (if new facility) (2.1.5e)
- f. Planning, environmental review, permitting and construction schedule (if new facility) (2.1.5f)
- g. Necessary equipment and cost (2.1.5g)

(citations from Mandatory Proposal)

### **2.1.6 Throughput and Expandability**

Proposals shall include an estimate of throughput capacity, with a discussion of how the facility(ies) could be expanded, provided changes in waste or materials volume, or changes in Applicable Law that may require additional processing or separation of specific waste streams (e.g., organics).

(Mandatory Proposal 2.1.6)

### **2.1.7 Load Checking Protocol**

Proposals shall include a narrative of how load checking activities will occur on site – upon entry at the gatehouse, upon tipping/removal of waste. Will spotters be utilized at the site? How many load checks per day will be conducted? How many loads will be spotted? What will occur upon the detection of hazardous waste, or waste delivered to the incorrect area?

(Mandatory Proposal 2.1.7)

### **2.1.8 Mandatory Material Acceptance, Handling, Processing, and Transport**

Proposals shall describe how waste and materials would be accepted, handled, and processed, disposed of or recycled. The description shall be detailed by waste/material stream as described in the Contract(s), with the following information provided for each waste/materials stream:

- a. Acceptance criteria (if any)
- b. Tonnage limits (if any)
- c. Description of tipping floor or unloading areas
- d. Description of temporary storage (less than 90 days)
- e. Description of long-term storage (90-365 days)
- f. Description of any processing that will occur at the transfer station (and whether such services will be subcontracted)
- g. Description of how material will be removed (hailed) from site and whether such services will be subcontracted
- h. Final disposition of material – % disposed, % recycled, % transformed.

For example, for each waste/material stream, how long will the material be stored on site, where will it be stored, to where will it be hauled, how frequently will it be removed, etc.

(Mandatory Proposal 2.1.8)

### **2.1.8 County Option to Purchase**

Proposals must address the County's option to purchase the transfer station and/or site, IMMC, or both upon expiration or termination of the contract term and the proposed terms of the option(s). (Mandatory Proposal 2.1.9)

## 2.2 Optional Services Proposal

The Optional Services Proposal (if any) shall include details on the acceptance, management and ultimate disposition of the additional materials described in Section 1.3.2 consistent with the attached contract(s). Any suggested changes to the scope of the contract may be addressed through the comment/addenda process established in this RFP.

### 2.2.1 Optional Proposal Material Handling, Processing, and Transport

The **Optional Services Proposal** includes the acceptance and management (storage, handling, processing and/or contracting for recycling or disposal) of household hazardous waste, e-waste, universal waste, automobiles, mobile homes, and trailers. Proposals must include the following details for each waste stream:

- a. Acceptance criteria (if any);
- b. Tonnage limits (if any);
- c. Location of the proposed services
- d. Description/location of tipping floor or unloading areas;
- e. Description of temporary storage (less than 90 days);
- f. Description of long-term storage (90-365 days);
- g. Description of any processing that will occur at the IMMC or Transfer Station site and whether such work will be subcontracted;
- h. If processing at Pumice Valley, whether the waste or materials would be landfilled on site;
- i. Whether the materials would be re-used on site;
- j. Description of how material will be removed (hailed) from site and whether such work will be subcontracted; and
- k. Final disposition of material – disposed, recycled, or other (by percentage as needed).

## 2.3 Individual Services Proposals

### 2.3.1 Satellite Transfer Station Operations

Contractor will be responsible for operation of the Benton, Bridgeport, Chalfant, Paradise, Pumice and Walker transfer stations (the "STS Facilities") and the transfer of solid waste and diverted materials delivered to the STS Facilities in accordance with Title 14, CCR, Sections 17407.1 through 17414.1, *et seq* as the contracted operator, to the transfer station/IMMC procured through this RFP. ***Note that if the selected Mandatory Services Proposal includes the provision of transfer services at Pumice Valley, then that site would be excluded from the satellite transfer station operations contract*** (i.e., the STS contract will include only five STS locations and not six).

Contractor operating the STS is responsible for the transportation to the transfer station/IMMC procured through this RFP of solid waste, HHW, universal waste and specified diverted materials,

and all costs associated with such transportation. Days and hours of STS Facilities operation will continue as currently established.

### **2.3.2 Facilities Trash and Recycling Collection Services**

The Facilities Trash and Recycling Collection Service Proposal (if any) shall include details on the provision of service consistent with the attached contract. Any suggested changes to the scope of the contract may be addressed through the comment/addenda process established in this RFP.

### **2.3.3 Long-Haul Transport**

Contractor will provide all required equipment (including containers) and labor to long-haul transfer MSW from the IMMC to the disposal or recycling facility ([Appendix C – Long Haul Transport Contract](#))

### **2.3.4 Disposal of waste**

Contractor will provide (directly or through subcontract) for the disposal of Municipal Solid Waste ([Appendix C – Disposal Contract](#)).

### **2.3.5 Materials Management**

Contractor will provide materials management services in accordance with the Materials Management Contract (and applicable attachment) provided in [Appendix C – Materials Management](#))

## ARTICLE III – PROPOSAL SUBMITTAL REQUIREMENTS

### 3.1 Basis, Content and Format

The proposal form, **Appendix A**, must be filled out in its entirety for each service proposed, providing the details described in Article II above. In the event of a non-applicable answer, proposer shall write n/a instead of leaving a blank line (for example, if proposing only on an individual service, most requested details would read “n/a”).

**Appendix A** also requires proposer to establish a cost per-ton (or per-unit) for the waste streams indicated, for purposes of evaluation and contract negotiation.

#### 3.1.1 Comments, Clarifications and Writing Requirements

For any comments or clarifications on this RFP, proposers shall submit written requests to the County’s primary contact, listed in Article VII of this RFP. Comments and questions will be responded to within 5 business days and distributed to all interested proposers. In no event will questions asked verbally or through other non-written means be responded to, and no proposer shall regard anything other than written responses provided in accordance with this paragraph to represent an official communication or response. If the comment results in a need to clarify or modify the RFP, the County shall issue an addendum to this RFP.

#### 3.1.2 Non-Collusion Affidavit

A non-collusion affidavit establishing that the organization has not colluded with other proposers or contractors in an effort to influence the desired market-based outcome of this RFP shall be included with the proposal.

The non-collusion affidavit shall not preclude proposers from listing subcontractors for specific work who may also be bidding parties.

#### 3.1.3 No Communication – Prohibition

During the period between the release of this RFP and contract award, proposers are forbidden from making direct or indirect contact with Mono County elected officials for any reason relating to the County’s planning efforts leading to this RFP, the RFP itself, the proposal, or any subject matter that would result in a change to an elected official’s view of the same.

#### 3.1.4 Name and Signature of Proposer

Each proposal shall state the proposer’s legal name and the proposer’s legal form of business entity. A signature on a proposal by a corporate officer shall further give the state of incorporation and have the corporate seal affixed.

#### 3.1.5 Untrue or Misleading Information

In addition to and without limitation upon any other RFP document requirements of the County, the County shall have the right to disqualify any proposal should it determine that any information submitted in that proposal is untrue or misleading.

### **3.1.6 Alterations**

Interlineations, alterations and erasures to a proposal must be initialed by each and all of the proposal's signatories.

### **3.1.7 Applicable Laws**

All proposals must be submitted, filed, made and executed in accordance with Applicable Laws, whether the same are expressly referred to herein or not.

### **3.1.8 Period of Irrevocability**

Proposals (including, without limitation, its firm and fixed prices per ton) shall be held firm and shall be deemed irrevocable as follows: for a period of ninety (90) days from the PROPOSAL SUBMITTAL DEADLINE in the RFP Schedule, as may be modified by Addendum, or until contract(s) execution, whichever occurs first.

### **3.1.9 Changes to Proposals**

Changes, in the form of additions, deletions, or modifications, to proposals, shall not be permitted after the deadline set forth in the RFP Schedule (or any RFP Addendum) for submission.

### **3.1.10 Exceptions and Alternative Language**

Should aspects of this RFP or any proposed contract(s) prove unworkable to a proposer, the proposer may identify exceptions to those specifics, or alternative language that would be satisfactory. The County will consider such proposals during the evaluation process. If the County determines that such comments require response and/or addendum to this RFP, they will be responded to, and distributed to all interested proposers, in accordance with Section 3.1.1.

### **3.1.11 Financial Information and Credit Worthiness**

Proposers must provide details on their credit worthiness and resiliency:

- a. Income diversity. State the largest percent of your income that comes from one source. For haulers, this might be their franchise contract with the County. For disposal service providers, it might be contracts with commercial haulers or public entities for agreed-upon tipping fees. For materials operators, it might be largest single source of material from one provider.
- b. Ability to fund capital investments. If you propose to invest capital in the development of the transfer station or acquisition of equipment or vehicles, include a letter from your bank or other credit provider that you can fund at your estimated capital investment.
  - i. Proposer must submit (confidentially) the amount of your estimated capital investment to the bank or other credit provider, together with outstanding debt, and submit to the County a warranty and

representation that you gave the bank your best estimate of your capital investment and outstanding debt.

- c. Contingent liabilities. State whether proposer has contingent liabilities such as damages claimed in litigation or guaranties that proposer has made, and identify them.
- d. Employment taxes. State whether proposer has been late in paying wages or employment taxes in the last 3 years.

## ARTICLE IV - EVALUATION AND SCORING

### 4.1 Review of Proposals

Proposals may be opened and reviewed by the RFP evaluation committee consisting of two County staff with knowledge of the Solid Waste system and practices, one outside consultant with relevant experience and a fourth at-large member (“Evaluation Committee”) at any time after the submittal deadline shown on the RFP Schedule. Such review shall not limit the County’s right to thereafter conduct interviews or negotiations under Section 6.6 of this RFP.

#### 4.1.1 Best and Final Offer

Following review of proposals, County may provide a revised contract(s) reflecting additions and/or deletions taken from any or all proposals which are determined by County to enhance the provision of services. Proposers shall make a best and final offer (BAFO) based on the revised contract(s) by County’s deadline. For example, a proposal may include features or services not specified in this RFP, but which County finds beneficial. County may incorporate such features or services into the revised contract(s) for the purpose of allowing all proposers to make a BAFO.

### 4.2 Scoring and Rating of Proposals

#### 4.2.1 Scoring and Rating

Scoring of proposals is scheduled to occur within one month after the submittal deadline. Scoring will be in accordance with the RFP documents, including, without limitation, Paragraph 4.3 herein (Proposal Evaluation Factors, Scoring and Ranking Methodology).

Upon completion of scoring, proposals will be ranked by the Evaluation Committee from highest total score to the lowest total score. In tabulating the final scores, the County reserves the right to reject any and all proposals.

#### 4.2.2 Adjustments in Rating

The County reserves the right, in its sole and absolute discretion, to adjust, increase, limit, suspend or rescind the rating or ranking based on subsequently-learned information that: (1) if true, would render the proposal, or any information provided therein to be untrue or misleading; or (2) constitutes new information materially affecting the scoring or ranking of the proposal.

## 4.3 Proposal Evaluation Factors, Scoring and Ranking Methodology

### 4.3.1. Evaluation Factors – Maximum Points

Each proposal will be evaluated on the basis of the total number of points scored in the County’s evaluation of the proposal out of a possible total of 110 points as indicated below in accordance with the criteria and weighting criteria outlined below and in [Appendix A](#) (Proposal Forms):

Evaluation Category: Points Weight

#### A. Price Factor:

1. PRICE 40

#### B. Non-Price Factors:

1. TECHNICAL DESIGN 10

2. OPERATIONAL EXPERTISE 10

3. APPROACH TO DESIGN / LONGEVITY OF STRUCTURE (20%) 10

4. COUNTY OPTION TO PURCHASE FACILITY 20

5. REGULATORY COMPLIANCE STRATEGY  
(e.g., diversion, including food waste) 10

6. USE OF EXISTING COUNTY FACILITIES 10

7. ALTERNATIVES AND EXCEPTIONS 10

8. CONVENIENCE TO THE CUSTOMER 10

9. ADMINISTRATIVE EFFICIENCY 10

(as needed, may add or deduct points based on positive or negative benefit to the County and its citizens)

TOTAL OVERALL POINTS AVAILABLE 140

### 4.3.2 Ranking Methodology

The ranking of **Mandatory Services Proposals**, **Optional Services Proposals** and **Individual Services Proposals**, (“proposal categories”) and each individual contracted service within the proposal category, from “most advantageous” to “least advantageous” will be based on the point totals (the highest point total being the “most advantageous” and the lowest point total being the “least advantageous”) using the point distribution described above.

Proposals must include information and price for each individual service within the proposal category, as well as a combined price for all services within that category.

### 4.3.3 Scoring of Price Factor

Scoring of the price factor shall be based upon a comparison of the total projected annual cost of the proposals, as shown in [Appendix A](#). The lowest total annual cost for each service (or bundle of services) proposed will receive the full points available (40 points). The remaining proposals will lose a percentage of the total points available that is consistent with the ratio of difference from the lowest proposed cost (e.g., if lowest proposed annual cost is \$100,000 and a subsequent

proposed cost is \$110,000, it is 10% above the lowest proposed cost and therefore would lose 10% of the total points available for price - in this case, 10% of 40 points, for a reduction of 4 points).

#### **4.4 Scoring of Non-Price Factors**

##### **4.4.1 Technical Design and Siting**

This factor evaluates the design of the transfer station and IMMC, and the extent to which the design will result in efficient and convenient use by County citizens and contractors. Additionally, the location of the facility(ies) will be considered against the travel distance from various waste-producing communities in the County (see 4.4.6 for scoring of criteria related to use of Pumice Valley Landfill). With additional consideration of:

- Project approach
- Familiarity with permitting requirements
- Adequately addressing the needs of the County

##### **4.4.2 Operational Expertise**

This factor evaluates the proposer's operational expertise at running a transfer station, IMMF, or similar facility. The highest weight will be placed on experienced staff who will be working firsthand at the MMF, as opposed to remote staff working on design or operations from afar. With additional consideration of:

- Past experience on similar waste facility projects;
- Present similar contracts on waste facility projects; and
- Resumes for project leads.

##### **4.4.3 Approach to Design/Longevity of Structure**

This factor evaluates the quality of construction of the transfer station and/or IMMC, and how those facilities are likely to withstand the elements and use over the course of the contract. Elements such as tipping floor thickness, use of bollards and other protective measures, snow storage areas and drainage design will be evaluated. With additional consideration of:

- design longevity
- life cycle costs

##### **4.4.4 County Option to Purchase Facility(ies)**

Proposals providing an option for the County to purchase the Transfer Station upon expiration or termination of the Transfer Services Contract, for no more than the depreciated value of the facility as outlined in that Contract will be given full score for this criteria. Those that do not will be scored a zero for this criteria.

##### **4.4.5 Regulatory Compliance Strategy**

This factor evaluates the proposer’s approach to meeting regulatory mandates relating to the handling, transport, and disposition of waste, as well as the recycling and diversion percentages identified for various waste streams and required by law, such as SB 1383, AB 939, SB 1826. The stronger regulatory approach and higher diversion percentages will yield the higher score.

Scoring will be determined upon both a proposer’s philosophical approach, record of compliance and clearly stated strategic plan to meet increasingly stringent and ever-changing regulatory conditions for the solid waste industry. In other words, how the contractor will meet existing as well as upcoming requirements for diversion and recycling.

#### **4.4.6 Use of Existing County Sites**

Priority will be given to proposals which include development and use of County Site(s); with the highest available points (10 out of 110) given for a proposal that includes use of the Pumice Valley Landfill/Transfer Station for waste handling and transfer and materials management.

#### **4.4.7 Alternatives and Exceptions**

Proposers may propose alternatives and take exceptions to specific standards or requests in this RFP. In some cases, alternatives may prove more efficient, or forward specific County goals relating to recycling and diversion. Other alternatives may, in the County’s view, be considered a step in the wrong direction. Generally, alternatives and exceptions that reduce cost, increase efficiency, or increase recycling and diversion will be awarded additional points and those that result in additional cost, inconvenience or reduction in service will result in reduced points.

#### **4.4.8 Convenience to Customer**

The County is seeking proposals that will maintain or enhance customer convenience. Proposals that will provide the shortest travel distance between known and projected waste origins and the proposed facility will be preferred. Proposals that provide more individual services in one location, thereby eliminating multiple trips to different facilities, will be preferred.

#### **4.4.9 Administrative Efficiency**

There is a certain amount of contract management the County will have to engage in following the issuance of contracts under this RFP. Proposals that reduce that management burden, either through fewer contracts or administrative efficiency, will be preferred.

## ARTICLE VI - TERMS AND CONDITIONS

### 6.1 Proposer Representations

Each proposer makes the following representations relative to the submission of its proposal.

#### 6.1.1 Compliance with RFP

Proposer represents that its proposal is made in compliance with the RFP, including all Appendices and Attachments.

#### 6.1.2 Authorization and Standing

Proposer represents that the signer(s) of the proposal and any other documents submitted to the County on behalf of the proposer that are signed by proposer is/are authorized to do so on behalf of the proposer, that proposer is an entity duly authorized to conduct business within the State of California and is in good standing under all Applicable Laws.

#### 6.1.3 Contract

Proposer represents that it has carefully reviewed the terms and conditions of the Master Contract and any applicable Service Contract attached hereto as included in this RFP or as amended via addenda and that the terms and conditions thereof are satisfactory to proposer, or that proposer has indicated its requested changes to those documents in accordance with Sections 3.1.1 and 3.1.9. Proposer agrees that, in its opinion, the contract documents (as proposed or with proposer's requested changes) represent a fair and reasonable allocation and sharing of risks and responsibilities as between the County and the proposer.

### 6.2 Execution of Contract

#### 6.2.1 Contract

A copy of the Master Contract, and each Service Contract, is attached hereto and included in this RFP. If the County issues a Notice of Intent to Award prior to expiration of the period of irrevocability of the proposal as set forth in Section 3.1.8, above, then the proposer shall, within such period of irrevocability, execute the Master Contract and any awarded Sub-Agreement without any exception or change, other than changes requested in the successful proposer's proposal and accepted by the County. The contract shall not be binding upon the County until it has been approved by its Board of Supervisors and executed.

#### 6.2.2 Changes by the County

The County reserves the right, exercised in its sole discretion, prior to proposal submission, to unilaterally change, by addition, modification or deletion, any of the terms of the Master Contract, or any Sub-Agreement for service, by issuance of an RFP Addendum setting forth the substance of such change.

## 6.3 Special Performance Requirements

### 6.3.1 Bonding, Insurance and Financial Assurances

Without limitation to the other requirements of the RFP, the successful proposer to whom a notice of intent to award is issued shall possess and be required to submit evidence of: (1) bonding in acceptable form and amount; (2) evidence of insurance and (3) a letter of credit. The foregoing bonds, insurance and financial assurance shall be provided in accordance with the requirements of the contract(s) and the costs thereof shall be deemed included in any Base Price that Proposer submits. Bonds shall be issued by an Admitted Surety as defined by California Code of Civil Procedure, Chapter 2, Bonds and Undertaking Section 995.120(a).

### 6.3.2 Labor Compliance

For proposal components that constitute a “public work” as defined in Labor Code sections 1720 or 1771, that work is subject to compliance monitoring and enforcement by the Department of Industrial Relations. No contractor or subcontractor may be **listed on a bid proposal or awarded** a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a).]

## 6.4 Award Submittals

### 6.4.1 Basis of Award

Following the ranking of the proposals by the Evaluation Committee, the Board of Supervisors will be presented with the proposals and their associated ranking and requested to make a determination on contract award. If so directed by the Board, the County will either issue a Notice of Intent to Award the Master Contract and some or all Service Contracts to the Board’s selected proposer(s) or reject all proposals or portions thereof.

Alternatively, the County may initiate simultaneous negotiations with two or more of the highest ranked proposers to determine which of the negotiated proposals, or whether the County’s proposal, represents the highest and best opportunity for the County and, thereafter, present the final negotiated proposal(s) to the Board for award, partial award or rejection.

### 6.4.2 Notice of Intent to Award

As directed by the Board and in accordance with the RFP Schedule, the County will issue a Notice of Intent to Award identifying the name of the proposer(s) to whom the County intends to award the contract(s). Such notice will be provided to all proposers submitting a proposal. The County may, in its sole and exclusive discretion, elect to shorten or extend the time for issuance of its Notice of Intent to Award.

### 6.4.3 Cancellation

The County reserves the right, exercised in its sole and absolute discretion, to cancel award of the contract(s) and/or to retract any Notice of Intent to Award at any time before the contract

is executed by both the County and the proposer to whom the Notice of Intent to Award is issued by the County.

#### **6.4.4 Award**

Award may include all services for which the proposer submitted a proposal, or only some of those services. In the event only a portion of all services described in this RFP is awarded to a single proposer, the County may award the remaining or portions of the remaining services to another proposer or may provide those services itself.

### **6.5 Post-Award Processes**

#### **6.5.1 Post-Award Submittals**

The proposer to whom Notice of Intent to Award is issued by the County shall, within such periods of time as are set forth below, after receipt of Notice of Intent to Award, complete and furnish to the County the following post-award submittals using the forms provided in the RFP and, where required, signed and executed by the proposer. Such signature(s) shall, unless otherwise stated in such form, comply with the same requirements applicable to signature(s) required for initial submission of proposals:

1. Within fourteen (14) Days after the receipt of Notice of Intent to Award, the proposer shall furnish to the County the following documents duly executed by proposer (where execution by the proposer is called for by the document):

- a. Proposer's Federal Tax Identification Number in the form of a W-9;
- b. Proposer's Worker's Compensation Certificate;
- c. The contract(s), in the form included in this RFP or as modified by addenda, duly executed by the proposer in accordance with its Letter of Organization; and
- d. Proposer's Letter of Organization.

2. Within ten (10) days of contract approval by the Board of Supervisors, the contractor shall furnish to the County the following documents, as applicable, executed by the contractor (where execution by the contractor is called for by the document):

- a. Required bonds on the forms provided;
- b. Letter of Credit; and
- c. All required insurance certifications.

#### **6.5.2 Letter of Organization**

The successful proposer is required, at the time of submitting the contract(s) executed by the proposer, to furnish a Letter of Organization setting forth those persons authorized to sign legal documents on behalf of the proposer. If the person(s) authorized to sign are signing on behalf of

a corporation, the Letter of Organization shall set forth as to such corporation either: (1) the names, titles and signatures of two persons authorized to sign, one from among the chairperson of the board of directors, president or vice president, and one from among the secretary, chief financial officer or assistant treasurer; or (2) in lieu of one of the two signers required by Clause (1) of this Paragraph 6.5.2, the name, title and signature of another authorized corporate officer or agent who is authorized by corporate resolution to sign on behalf of the corporation, along with a copy of such resolution.

### **6.5.3 Failure to Submit**

Failure of the successful proposer to submit the post-award submittals in accordance with this Section, within the time periods specified, shall: (1) if the contract is not executed be deemed to be a failure or refusal to execute the contract; or (2) if the contract is executed, constitute a material breach of the contract.

### **6.5.4 Change to Dates**

The County reserves the right, in its sole and absolute discretion, to modify the dates for submission of post-award submittals at any time or for any reason, either before or after Award. Any such changes that are made prior to issuance of the Notice of Intent to Award shall be by RFP Addendum.

## **6.6 Rules for Interviews and Negotiations**

### **6.6.1 Rules for Interviews**

1. If the County elects to conduct Interviews, the proposer shall be represented by a person or persons who is/are familiar with all aspects of the proposer's proposal. At least one person acting on behalf of the proposer shall have the power to speak with authority on behalf of the proposer in regard to the proposal without requiring further authorization of persons not present in the Interviews. No firm shall be represented, and no person shall be present in the interview that is not directly interested and involved in the outcome of the RFP process; observers will not be permitted.

2. The date, time and place for interviews, if conducted, shall be scheduled by the County and notice thereof given to each proposer.

3. The length of interviews may be dictated by the subject matters discussed but shall not be more than 1-1/2 hours in length.

4. There shall be no disclosure to competing proposers during interviews of prices or pricing information or of technical information that is and is appropriately marked as constituting "Proprietary Information."

5. The County shall have the right to disclose and discuss with any or all proposers technical information contained in a proposal that does not constitute "Proprietary Information"

6. Proposers shall be accorded fair and equal treatment; provided, however, that this requirement shall not be interpreted as requiring that the communications that occur during Interviews be limited to identical subject matters for all proposers with whom interviews are conducted.

7. Communications during interviews will not include exchanges, in the nature of “bargaining,” but may include informing the proposer that its price is considered too high, or too low, or that its technical approach is viewed as too elaborate, inefficient or otherwise disadvantageous, and may include revealing the results of any analysis used to support these conclusions.

8. Nothing stated in these rules for interviews shall be interpreted as limiting or precluding the County’s right to conduct negotiations.

### **6.6.2. Rules for Conduct of Negotiations**

County reserves the right to conduct simultaneous negotiations among top proposers.

1. At the negotiations, the proposer shall be represented by a person or persons who is/are familiar with all aspects of the proposer’s proposal. At least one person acting on behalf of the proposer shall have the power to speak with authority on behalf of the proposer in regard to the proposal and to contractually bind the proposer, without requiring further authorization of persons not present. No person or entity shall be present that is not directly interested and involved in the outcome of the RFP process; observers will not be permitted. If both negotiations and limited negotiations are conducted, the person or persons having authority to contractually bind the proposer shall be the same person or persons acting on behalf of the proposer.

2. The date, time and place for negotiations shall be scheduled by the County. notice thereof shall be given separately to the proposer or proposers selected to engage in negotiations.

3. The length of negotiations shall be dictated by the subject matters discussed. Such time may be devoted as the RFP Evaluation Committee determines is appropriate and necessary. Negotiations may be held, at the discretion of the County, in one or multiple rounds.

4. There shall be no disclosure to competing proposers during negotiations of prices or pricing information contained in competing proposals or of technical information that is, and that is appropriate marked as, “Proprietary Information”. In the event of a request for information marked by proposer as “Proprietary Information”, County shall provide proposer with notice of the request and an opportunity to seek a court order enjoining release. If County determines that the material is exempt from disclosure and that determination is ultimately challenged in court, County will inform the proposer and will not oppose a motion by proposer to intervene in the action. County is not obligated to defend the action and may release the material sought without liability.

5. The County shall have the right to disclose and discuss with any or all proposers technical information contained in a proposal that is not marked "Proprietary Information".

6. Negotiations may in a fair and impartial manner include "bargaining", which includes persuasion, alteration of assumptions and positions, give-and-take, and may apply to price, schedule, technical requirements, and contract terms.

## ARTICLE VII – RFP SCHEDULE

RFP Release Date	
Questions, clarifications, addenda and proposal preparation	2 months from release date
Proposal submission deadline	2 months from release date (concurrent with above)
BAFO period (in County’s discretion)	1 week from when County provides its request for BAFO
Evaluation period, Interviews	1 month after proposal submission deadline
Simultaneous negotiation period (in County’s discretion)	Up to 1 month, following evaluation period
Presentation/recommendation to the Board of Supervisors and execution of contract	Upon completion of negotiation period

All proposals must be received by Mono County on Wednesday, May 26, 2021, no later than 3:00PM.

**TOTAL TIME FROM RFP RELEASE TO EXECUTION: UP TO 4 MONTHS (w/o BAFO period)**

Please submit your proposal in a SEALED, OPAQUE envelope labeled with “Countywide Waste Management Services RFP” and the name of the Proposer printed on the outside of the envelope to the County’s **Primary Contact** for this RFP, shown below:

<u>If by U.S. Mail::</u>	<u>If by hand delivery, FedEx, UPS, other carriers:</u>
Mono County Solid Waste Division ATTN: Justin Nalder P.O. Box 715 Bridgeport, CA 93517	Mono County Solid Waste Division ATTN: Justin Nalder 74 School Street Bridgeport, CA 93517

Proposals received via US Mail or other private carrier that are unsealed will not be considered. Also, proposals received via facsimile (fax) transmission or electronic mail will not be considered.

PLEASE BE ADVISED that, despite information and assurances from mail services/carriers, “overnight delivery” by the U.S. Postal Service, UPS, FedEx, and other carriers may actually require two days to deliver to Bridgeport, California due to the remote location of central Mono County. Therefore, prospective bidders are encouraged to submit/mail their bids well in advance of the below Bid Submission Deadline.