

**MALAGA COUNTY WATER
DISTRICT
REQUEST FOR PROPOSALS**

**COLLECTION AND DISPOSAL OF
REFUSE, GREEN WASTE AND
RECYCLABLE MATERIALS**

April 4, 2011

**MALAGA COUNTY WATER DISTRICT
REQUEST FOR PROPOSALS
COLLECTION AND DISPOSAL OF REFUSE, GREEN WASTE AND
RECYCLABLE MATERIALS**

The Malaga County Water District requests proposals for the collection and disposal of refuse, green waste and recyclable materials within the District boundaries. **The selected Contractor will have the exclusive agreement to provide these services.** Copies of this Request for Proposal package may be obtained from:

Veronica Calderon or Laurie Cortez
Malaga County Water District
3580 South Frank Street
Fresno, CA 93725

The Request for Proposal (RFP) package will be available after 3PM on Monday, April 4, 2011 and can be picked up in person, or via one of the following: telephone 559-485-7353, fax 559-485-7319, e-mail: vcalderon@malagacwd.org, or from our website: www.malagacwd.org.

Proposals are to be submitted to the General Manager, Malaga County Water District, 3580 South Frank Street, Fresno, California 93725, and will be received until 6PM, on Friday, April 29, 2011.

The District will review all proposals and select one or more finalists, at the District's sole discretion, for final contract negotiations.

All communications regarding this proposal with any District staff or officials shall be through the General Manager. There shall be no exceptions. Failure to abide by this requirement shall be grounds to reject a proposal otherwise meeting specifications. Any questions of interested contractors shall be submitted to the General Manager. For further information, contact Russ Holcomb at: 559-485-2341.

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TABLE OF CONTENTS

TERM.....4

BACKGROUND OF SERVICES.....4

DESCRIPTION OF EXISTING CONDITIONS.....4

SERVICE PROPOSALS.....5

SERVICE PROPOSAL SPECIFICATIONS.....6

PROPOSAL PROCESS.....9

PROPOSAL SUBMISSION.....10

PROPOSAL EVALUATION.....11

DISTRICT RIGHTS, RESERVATIONS AND LIMITATIONS.....12

CONTRACTOR FINANCIAL PROPOSAL.....13

DEFINITIONS.....14

I. Term

The Malaga County Water District is requesting proposals from qualified firms to provide refuse, green waste and recyclable materials collection and disposal services to residents in the District for a period of three (3) years with a District option for two-one year extensions. The selected Contractor will have the exclusive agreement for these services within the District.

II. Background of Services

The District currently provides one (1) time per week solid waste collection, green waste, and recyclable materials collections and disposal services to its residents. All three (3) services mentioned above are from single-family residences and are collected at the curbside using automated 90-gallon containers. The District also provides two (2) time per year curbside solid waste community clean up service for it's' residents.

The District desires to explore moving to a two-container (2) collection system for general refuse and green waste or recyclable materials collection. The District also desires to explore other alternative for the two (2) times per year curbside solid waste community clean up service. The District may also choose to remain with their current system.

III. Description of Existing Conditions

Existing Conditions - The data presented in this request for proposal is for information purposes only and by submitting a proposal the Contractor agrees to indemnify and hold the District harmless for accuracy of this data. All Contractors should take whatever steps they believe are necessary to verify the data presented and to reasonably establish the actual service requirements when preparing their proposals. Contractors shall make their own determination as to existing conditions and shall assume all risk and responsibility. Contractors shall complete the work in and under conditions he or she may encounter or create, without extra cost to the District. Contractors are expected to be knowledgeable about the locations of containers to be used for refuse, green waste and recyclables materials, understand the District's streets and alleys, and determine the appropriate equipment to provide the required services.

Population and Housing – According to the most recent figures, the Malaga County Water District's population was 1200. The total number of households as of January 1, 2011 was 238.

Refuse Collection

The number of single family residential customers on January 1, 2011 was 238.

The estimated tonnage generated for the previous calendar year was 840.

IV. Service Proposals

This Request for Proposal is based on all Contractors submitting a Base Service Proposal covering the collection of solid waste in a manner described below under Base Service Proposal, and to include all requirements listed under the Service Proposal Specifications. All Contractors shall also be required to submit Alternative Service Proposals as described below under Alternative Service Proposals, and to include all requirements listed under the Service Proposal Specifications.

1. Base Service Proposal

Collection System – The Contractor shall supply three (3) 90-gallon automated containers for collection of solid waste, green waste, and recyclable materials collections and disposal services to its residents.

Collection Frequency – The Contractor shall collect solid waste, green waste, and recyclable materials collections and disposal services from all residences one (1) time per week.

2. Alternative Service Proposals

A. Two container system with green waste

Collection System – The Contractor shall supply two (2) 90-gallon automated containers, one for the collection of general refuse and one for the collection of green waste. The Contractor shall provide a detail listing of the materials that can be placed in the green waste container.

Collection Frequency – The Contractor shall collect general refuse one time per week and green waste one time per week.

B. Two container system with recyclables

Collection System – The Contractor shall supply two (2) 90-gallon automated containers, one for the collection of general refuse and one for the collection of recyclable materials. The Contractor shall provide a detail listing of the material that can be placed in the recyclable materials container.

Collection Frequency – The contractor shall collect general refuse one time per week and recyclable materials one time per week.

C. Three container system with green waste and recyclables

Collection System – The Contractor shall supply three (3) 90-gallon automated containers, one for the collection of general refuse, one for the collection of green waste, and one for the collection of recyclable materials. The Contractor shall provide a detail listing of the materials that can be placed in the green waste and recyclable materials containers.

Collection Frequency – The Contractor shall collect general refuse one time per week, green waste one time per week, and recyclable materials one time per week.

V. Service Proposal Specifications

Term – The term of the agreement shall be for three (3) years, effective June 1, 2011 through May 31, 2014. Contractors shall commence service on the effective date. The District shall have the right to extend the contract up to two (2) times, for one (1) year each time by providing written notice thereof no later than 90-days prior to the expiration of the initial term and/or the first extended term of the agreement. On giving of any such notice, this agreement shall then continue through the extended term on the same terms and conditions stated in the initial agreement. Failure to give such notice shall result in termination of the agreement at the end of the initial term, or at the end of the first extended term, whichever applies.

Scope of Work - The work to be done consists of furnishing all labor, tools, materials, supplies and equipment necessary to collect, transport, recycle and dispose of general refuse, green waste and recyclable materials from all residential locations within the District.

District Services – The following service shall be provided to the District at no charge:

- District Office – one (1) 90-gallon containers, two (2) times per week
- Recreation Center – two (2) 3-yard bins, two (2) times per week
- Waste Water Treatment Plant – two (2) 3-yard bins, two (2) times per week
- Special Event – Fiesta Day – 1-day event in late summer

The District reserves the right to increase services as required.

Senior Citizen Discount – The District desires to continue to provide a \$1.00 Senior Citizen Discount off the monthly rate for service. Households providing written verification to the District of being 62-years and older shall receive the discount. The Contractor shall have their service rate reduced by the \$2.00 discount. Currently, there are more than 10-households that have qualified for the Senior Citizen Discount.

Curbside Clean Up – The Contractor shall provide a cost proposal for curbside collection of solid waste and bulky items for two (2) times per year, typically in the spring and fall, and on dates agreed upon with the District. The Contractor shall provide all available options for the curbside pick up. The Contractor shall provide the cost for each of these events as a separate charge per month, independent of the base and alternative service rate proposals. The District shall have the option to cancel one or all such clean up collection events.

Holiday Collection – The Contractor shall provide collection services on all legal holidays except for Thanksgiving Day, Christmas Day and New Years Day. Material regularly scheduled to be collected on these holidays shall be collected the following day.

Containers – The Contractor shall be responsible for the purchase, maintenance, repair and replacement of all containers necessary to fulfill the requirements of the agreement. The Contractor will provide additional containers or replacement containers as requested by the District when containers are damaged, lost or stolen, or due to a change in service level. The Contractor shall be responsible to deliver and/or remove containers from a residence as requested by the District.

Container Labels – All containers shall be appropriately labeled. The container shall display information to include what materials go into a container and which do not.

Container Location – Residential refuse containers will be collected primarily at the curb. There may be a few exceptions as determined by the District. A small percentage of residents are disabled and unable to place containers at the curb. The District, not the Contractor, shall determine disability based on an application by the resident. The Contractor shall be required to provide walk-in services for these residents. There are currently no residents where this service is required.

Route Organization and Collection Days – The Contractor is free to reorganize the routes and collection days from their current schedule in order to provide the highest level of service at the most efficient cost. Changes to the current days of collection must be approved by the District. Currently, services are provided Tuesday each week. The Contractor shall be required to collect all containers on the same day.

Disposal Site – All general refuse, green waste and recyclable materials collected during this agreement shall be disposed of in a manner required by federal, state and local laws, rules, regulations and orders of regulatory agency, including disposal of refuse and/or green waste at an approved landfill for these materials.

Tipping Fees – The Contractor shall be responsible for all tipping fees for disposal, and all related waste disposal surcharges imposed by County of Fresno ordinances.

Review of Costs – At the end of year one (1) of the initial term of the agreement, anytime thereafter during the remaining two (2) years of the initial term of the agreement, or no less than 120-days prior to any extension to the term of the agreement, the Contractor may request a rate adjustment review. The Contractor shall justify to the District by substantial evidence any request for consideration of a rate adjustment. Items considered shall include but not be limited to fuel, labor, insurance and equipment costs, County surcharges and disposal fees. The District reserves the right to approve or deny any such request.

Equipment Requirements – Vehicles used by the Contractor for solid waste collection shall be safe and in operable condition. Vehicles shall be painted and with the contractor name on both sides. No materials shall leak, fall or be spilled from any such vehicle or container attached hereto. Vehicles shall be equipped with shovel and brooms to clean up spillage. Equipment bodies are to be metal and water tight. Vehicles must pass the California Highway Patrol periodic inspections as well as meet applicable air quality and vehicle emissions standards.

Title to Refuse, Green Waste and Recyclable Materials – Title to the refuse shall pass to the Contractor at the time of collection, when the material is placed in the Contractors collection vehicle.

Customer Billings – The District shall bill all customers receiving residential services. The Contractor shall be responsible for providing whatever information is necessary to facilitate this process as determined by the District. The Contractor shall receive compensation monthly in arrears based on the total number of customers billed for utility services. The Contractor shall receive a pro-rated portion of the monthly compensation for new utility customers beginning service during the course of the month.

License and Insurance – The Contractor shall obtain all licenses and permits necessary to perform the services under this agreement. The Contractor shall be responsible for maintaining current vehicle registration, licensing and insurance on all vehicles in accordance with the contract and applicable State of California laws and regulations.

Contractors Personnel – The Contractor shall assign a qualified person or persons to be in charge of his or her operations in the District and shall inform the District of said person or persons with a description of his or her experience with similar operations. The Contractor shall provide suitable operating and safety training for all of his or her personnel. Each employee shall, at all times, possess a valid operator’s license for the type of vehicle he or she is driving.

Assignment or Subcontracting – The Contractor shall not assign, transfer, or subcontract any interest or service without the prior written consent of the District.

Indemnification – The Contractor shall indemnify and hold harmless the District and its officers, agents and employees from and against all claims, damages, losses and expenses arising out of or resulting from the performance of the services hereunder, provided that any such claim is caused in whole or part by any negligent or willful act or omission of the Contractor, except to the extent that the damages, loss, or expense are caused by the negligence or willful misconduct of the District, its officers, agents and employees.

Insurance – The following insurance requirements will be a requirement of the agreement:

1. **Commercial and general Liability:** The Contractor shall maintain general liability limits of not less than \$1,000,000 per occurrence for bodily injury and property damage combined. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, and personal injury.
2. **Automobile Liability:** The Contractor shall maintain motor vehicle liability of not less than \$1,000,000 per occurrence.

3. **Workers Compensation/Employers Liability:** The Contractor shall maintain statutory workers compensation and employers liability coverage for all its employees who will be engaged in the performance of the agreement, of not less than \$1,000,000.

The General Liability and Automobile Liability policies are contained, or are endorsed to contain, the following provisions:

1. The District, its officers, officials, agents and employees are to be included as additional insured, but only with respect to work performed under this agreement.
2. The insurance policy shall contain a provision to state that coverage shall not be canceled without thirty (30) days prior written notice to the District.

Records Retention – The Contractor shall maintain records of complaint logs, total disposed refuse, and recyclable materials and green waste collected for the entire term of agreement. The District, upon notice, shall be provided access to such records for inspection.

Independent Contractor – It is the intent of the District that the Contractor be an independent Contractor and not the employee, agent, joint venture or partner of the District for any purpose under this agreement.

Reporting Requirements – The contractor will provide the District an annual report detailing the total volume of disposed refuse, recyclable material collected and recycled, and green waste collected and disposed.

VI. Proposal Process

Proposal Questions – All questions regarding this Request for Proposal should be directed to: Russ Holcomb, General Manager of the Malaga County Water District, 3580 South Frank Street, Fresno, California 93725. Written questions must be submitted no later than Monday, April 25, 2011. The District shall make its' best effort to provide answers to Contractor Inquiries. All questions received shall be responded to in writing and provided to all Contractors.

In order to fairly evaluate all proposals, the District has attempted to describe the various types of services and conditions it wishes to consider in a manner that will allow reasonable comparability between proposals. However, the Contractor may use creativity and innovation in its proposal as long as the minimum submission requirements are met.

Request for Proposal Process Schedule – The District will adhere to the following Request for Proposal Schedule. Proposals received after the submission deadline of 6PM, Friday, April 29, 2011, will not be accepted. Postmarks will not be accepted.

Monday, April 4, 2011 – Request for Proposals will be available after 3PM.

Monday, April 25, 2011 – Last day to submit written questions

Friday, April 29, 2011 – Deadline to Submit Proposals

Thursday, May 5, 2011 – Results of Request for Proposal presented to Board of Directors with recommendation to enter negotiations with the selected contractor(s).

Wednesday, May 18, 2011 – District and Contractor negotiate and finalize agreement

Tuesday, May 24, 2011 – Recommendation to Board of Directors to approve agreement

VII. Proposal Submission

Required Proposal Content – The Contractor shall submit eight (8) copies of the complete proposal in a sealed package. Proposals should be single sided and include the following information.

1. **Company Structure** – The Contractor shall provide a description of the organizational structure of the company. Indicate whether the legal entity that will enter into the contract is an individual, partnership, a corporation or joint venture. Describe the relationship of the firm to its parent company, if it is a wholly owned subsidiary. The Contractor shall indicate the number of years the entity has been organized and doing business under the legal structure.
2. **Key Personnel** – The Contractor shall provide an organizational chart, job descriptions and resumes indicating the qualifications and experience of key personnel the company will assign to the transition and to this contract.
3. **Services Proposed** – The Contractor shall describe how the company proposes to provide the requested services. Include the description of the collection methods and process for disposal and recycling of general refuse, green waste and recyclables.
4. **Financial Proposal** – The Contractor shall submit proposed rates for the various systems described in this Request for Proposal on the Contractor Financial Proposal form provided herein. Contractors may submit alternative financial proposals.
5. **Equipment** – The Contractor shall describe the primary and back up equipment to be used.
6. **Customer Service Program** – The Contractor shall propose a customer service program that keeps customers informed of all service options, with all customer inquiries to be handled by the Contractor, to include office hours, available representative and telephone services.

7. Operating Facilities – The Contractor shall provide information about the operating facilities proposed to be used, including location of equipment and personnel staging, office location for customer service, public information and community outreach, and administration.
8. Implementation Plan – The Contractor will provide an implementation plan as part of their Proposal describing the Contractors approach to facilitating a smooth transition to a new Contractor and new collection system.
9. Company Experience – Each Company must submit a listing of references for verification that the Contractor has the experience and capability of providing the required work as outlined in the Request for Proposal.
10. Proposal Package labeling –The sealed proposal should be labeled substantially in the following way for identification purposes:

Malaga County Water District
Collection and Disposal of Refuse, Green Waste and Recyclables Services

Name of Contractor
Address
Contact Person
Telephone
Fax

11. Name, Address and Legal Status of Contractor – The Proposal must be properly signed in ink by a duly authorized official of the company, along with the title, office address, City, State and telephone number of the signatory

VIII. Proposal Evaluation

The opening and reading of the Proposal shall not be construed as an acceptance of the Contractor’s Proposal. The District will review the proposals for completeness and may request additional information or clarification. One or more finalists, at the Districts sole discretion, will be selected for final contract negotiations.

IX. District Rights, Reservations and Limitations

The District reserves the right to withdraw the Request for Proposal, reject any or all Proposals, or parts of Proposals, issue addenda to the Request for Proposal, or to modify the Request for Proposal and its associated documents. The District also reserves the right to discontinue negotiations with a finalist, if progress is unsatisfactory, and commence negotiations with another Contractor.

Contractor proposals must fully comply with the requirements detailed in this document. Required supporting documentation must be included as attachments and be properly identified. Incomplete proposals, proposals containing errors, omissions or inconsistencies, failure to submit the requested quantity of copies, or other process or content errors or deficiencies may constitute cause for rejection.

The District shall have the right to perform, and Contractors must agree to cooperate with an investigation and review of the firm's qualifications and ability to perform the work required. Such investigation may include site visits to the firms existing operations.

**Contractor Financial Proposal
(Required Base and Alternative Service Proposals)**

1. The undersigned having carefully read and considered the information and service level requirements described in the Request for Proposal, and does hereby offer to perform such services on behalf of the Malaga County Water District, of the type and quality and in the manner described, and subject to the terms and conditions set forth for the monthly fee or rate hereinafter set forth:

Single Family Residential Collection Services	Proposed Monthly Charge to the District
Base Service Proposal: Two time per week solid waste	Rate:
Alternative Service Proposal: One time per week general refuse One time per week green waste	Rate:
Alternative Service Proposal: One time per week general refuse One time per week recyclables	Rate:
Alternative Service Proposal: One time per week general refuse One time per week green waste One time per week recyclables	Rate:
Curbside Community Clean Up: One time per year Two times per year	Rate: Rate:
Extra Service Charges: Solid waste or general refuse Green Waste Recyclables Walk-in Service	Rate: Rate: Rate: Rate:

Signature of Authorized official

Date

Address

City and State

Name and title

Telephone

DEFINITIONS

Agreement – means the agreement between the District and Contractor for the provision of the Collection Services as selected by the District, in accordance with the terms specified herein and negotiated with the Contractor.

Bulky Items – means all discarded household waste matter that is too large to be placed in a container, including large household appliances, furniture, carpets, mattresses, and similar large items that require special handling due to their size, and which will typically be discarded by Customers in connection with Curbside Clean-Up event services.

Curbside Clean-Up – means the collection of solid waste items for residential customers, separate from those gathered through weekly collection services by the coordination between the District and the Contractor of a special event.

Collection – means the operation of gathering together and transporting solid waste to the point of disposal.

Container – shall mean the receptacle approved by the District for the accumulation of solid waste, general refuse, and green waste and recyclable materials from residential premises within the District.

Contractor – means the party identified as Contractor on the Request for Proposal submittal and subsequent agreement with the District.

Customer – means the person or resident receiving collection services.

Disabled Customer – shall mean anyone who has been designated by the District as a “Disabled Customer,” because he or she has provided adequate documentation and has been determined by the District as meeting the criteria for walk-in service.

District – shall mean the Malaga County Water District.

Fresno County Surcharges – means the charges imposed by the County on solid waste generated and collected in the County.

Disposal or Disposed – means the final disposition of solid waste collected by the Contractor at a disposal or transfer facility.

General Refuse – means waste material intended for disposal and including all putrescible and non-putrescible wastes, garbage and rubbish generated by the customer.

Green Waste – means the discarded materials from the customer intended for and capable of being reused, that are separated and set-aside in separate containers for collection. Green waste includes branches, brush, cut flowers, dead plants, grass clippings, house plants, leaves, prunings, shrubs, weeds, wood, wood chips, yard trimmings, and Christmas trees (cut into 2-feet or less sections with no stands, flocking, or decorations). Larger items such as tree stumps and intact trees are considered bulky items as defined herein.

Rate – means the amount the District is billed on a monthly basis for each customer receiving solid waste, refuse, green waste, recycling services and curbside clean ups.

Recyclable Materials – means the discarded materials from the customer intended for and capable of being recycled, that are separated and set-aside in separate container for collection. Recyclable materials include newspaper (including inserts, coupons, and store advertisements), chipboard, corrugated cardboard, mixed waste paper, glass containers, milk and juice cartons, aluminum, steel or tin cans, scrap metal and plastic containers #1 through #7.

Solid Waste – means solid waste as defined in the California Public Resources Code, Division 30, Part 1, Chapter 2, Section 40191. For the purposes of this agreement, solid waste shall not include hazardous waste, universal (electronic) waste, Freon containing devices, or Bulky Items except for those materials allowed during a Curbside Clean-up event.