



Request for Proposals For Organics Processing Services



Issued: March 12, 2024

Submission Deadline: April 18, 2024, 4:00 PM

South Bayside Waste Management Authority (SBWMA)

Attention: Cyndi Urman
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610 Elm Street, Suite 202
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Section 1

General Information

1.1 Introduction

This Request for Proposals ("RFP") is being issued by the South Bayside Waste Management Authority ("SBWMA"). The SBWMA is soliciting Proposals from entities ("Proposer(s)") with demonstrated experience and qualifications in providing Organics Processing Services as set forth in this RFP.

Proposals shall be submitted electronically to the following email address bids@rethinkwaste.org to **Cyndi Urman**, Senior Management Analyst for the SBWMA, no later than **4:00 p.m. PDT on Friday, April 18, 2024** for the provision of Organics Processing Services.

Proposers should be aware that the SBWMA's intent is for Organics Processing Services to begin on or before January 1, 2025. Proposers are cautioned to carefully review the Rate Proposal Form Instructions in Section 5 of this RFP document before completing the Rate Proposal Forms. The SBWMA will consider alternative proposals for new technology to process Organic materials or for the development of a new facility per the requirements of Section 4.5 of this RFP.

1.2 Background

The SBWMA is seeking proposals from qualified firms to provide composting services for the management of plant and organic materials. The Processing Agreement(s) ("Agreement") will be between the SBWMA and the selected Proposer(s) for a five (5) year period. The term of the new Agreement(s) will commence on January 1, 2025, or sooner if an alternative start date is negotiated, and will end December 31, 2029. The SBWMA may extend the Term of this Agreement(s) for one (1) year or two (2) years, on the same terms and conditions.

1.3 The South Bayside Waste Management Authority

Formed in 1982, the SBWMA is a joint powers authority of eleven Member Agencies in San Mateo County (the cities of Belmont, Burlingame, East Palo Alto, Foster City, Hillsborough, Menlo Park, Redwood City, San Carlos and San Mateo along with the County of San Mateo and the West Bay Sanitary District) and is a leader in innovative waste reduction and recycling programs. The mission of the SBWMA is to serve as solid waste industry leaders in public health, safety and environmental stewardship by providing our ratepayers with innovative cost-effective zero waste programs and Member Agency climate action plan alignment through education, engagement, infrastructure, and policy development. Currently, Recology of San Mateo County (Recology) provides collection services for the ~100,000 residences and nearly 10,000 businesses in the SBWMA service area under individual franchise agreements with each Member Agency. South Bayside Industries (SBI) provides transfer and transportation of collected materials under an Operations Agreement with the SBWMA at the Shoreway Environmental Center located in San Carlos.

1.4 SBWMA's Goals and Objectives

The SBWMA is seeking to secure the best compost processing and marketing services for the most competitive price. The SBWMA's goals and objectives are as follows:

- Reduce the volume of waste being disposed through increased recycling and reuse activities at the Shoreway Environmental Center.
- Provide professional and timely service to all SBWMA Member Agencies including their franchised hauler(s), businesses and residents.
- Implement the most innovative and sustainable organic materials recycling, handling, and processing system.

The SBWMA's jurisdictions need to comply with requirements of various state goals, policies, and regulations, which set a municipal diversion requirement of 75 percent, beginning January 1, 2025. SBI provides key materials handling services to the SBWMA and will be the main point of contact for transferring and transporting of organic materials (green waste and food waste) delivered to the Shoreway Environment Center by residential collection, commercial collection and self-haul customers.

1.5 General Scope of Requested Services

The SBWMA is requesting proposals from qualified firms for composting services as more fully described in Appendix A, Sample Agreement for Services, Exhibit B.

1.6 Rates

Contractor will be compensated per ton for Plant and Organic Materials delivered to the Compost Facility. The compensation to the Composter by the SBWMA shall be adjusted annually, effective January 1 of each subsequent year of the term, including extensions. The proposed rate per ton shall be adjusted by the annual percentage change, from November 1 of the previous year to October 31 of the following year, based on Consumer Price Index (CPI) for the San Francisco-Oakland-San Jose Metropolitan Area (All Urban Consumers).

1.7 Proposal Considerations

1.7.1 SBWMA's Rights

In issuing this RFP the SBWMA retains, but is not limited, to the following rights:

- Issuing addenda to the RFP, including extending or otherwise revising the timeline for submittals.
- Withdrawing, reissuing, or modifying the RFP.
- Requesting clarification and/or additional information from the Proposer(s) at any point in the procurement process.
- Executing an agreement with a Proposer based on the original proposals and/or any other information submitted by the Proposers during the procurement process.
- Rejecting any or all proposals, waiving irregularities in any proposals, accepting or rejecting all or any part of any proposals, or waiving any requirements of the RFP, as may be deemed to be in the best interest of the SBWMA.

- Accepting and negotiating with a Proposer any combination of services.
- Negotiating with one or more Proposer(s).
- Accepting a proposal that does not offer the lowest cost but offers the best overall value, which the SBWMA determines is in the best interest of the Member Agencies' of the SBWMA, based on the Proposer's qualifications, technical proposal, financial strength, willingness to accept contractual terms, as well as its cost proposal.
- Discontinuing its negotiations after commencing negotiations with a selected Proposer, if progress is unsatisfactory in the judgment of the SBWMA.
- Commencing discussions with another qualified Proposer.

1.7.2 Obligations of Proposal Submission

The submission of a proposal shall not be deemed an agreement between the Proposer and SBWMA. Specifically, the following provisions apply:

- SBWMA shall not be obligated to respond to any proposal submitted nor be bound in any manner by the submission of a proposal;
- Acceptance of a proposal by the SBWMA obligates the Proposer to enter into good faith Agreement negotiations based on the proposal submitted; and
- The cost of investigating, preparing and submitting a proposal is the sole responsibility of the Proposer and shall not be chargeable in any manner to the SBWMA. The SBWMA will not reimburse any Proposer for any costs associated with the preparation and submission of proposals or expenses incurred in making an oral presentation, participating in an interview, or negotiating an Agreement with the SBWMA.

1.8 Organization of the RFP

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

- Section 2 contains background information that will assist Proposers in understanding the current and proposed operations including information about SBWMA Member Agencies, a facility description, waste types, and waste quantities.
- Section 3 details the General Instructions for this RFP.
- Section 4 discusses the Proposal Preparation Instructions.
- Section 5 contains the Proposal Forms to be submitted.

1.9 Pre-Proposal Conference

A pre-proposal conference may be held, if requested in advance by proposers, at the Shoreway Environmental Center, 225 Shoreway Road, San Carlos, California.

All persons attending the pre-proposal conference will be asked to identify themselves and the prospective Proposer they represent and to sign an attendance form, giving their name, address, telephone number, and e-mail address, and providing a business card with the same or more information.

The SBWMA plans to adhere to the following process schedule (Table 1-1) to the extent possible. Changes to the process schedule shall be at the sole option of the SBWMA.

Table 1-1 Process Schedule	
Activity	Date
SBWMA releases RFP online	March 11, 2024
Deadline to submit written questions and comments by 3:00 pm PDT	March 22, 2024
Pre-proposal meeting at 11:00 a.m.(if needed)	March 29, 2024
SBWMA will issue response to written questions and RFP addendum (if necessary)	April 10, 2024
Proposals Due by 4:00 pm PDT	April 18, 2024
SBWMA requests clarification of proposals	April 29, 2024
Interviews with proposers and Ad-Hoc TAC Committee review of short-listed Proposers	May- June, 2024
SBWMA Board approval of agreement or discussion on next steps	June 27, 2024
Composter(s) commences providing services	January 1, 2025*
<i>* Compost services may be initiated earlier if an alternative start date is agreed upon.</i>	

Section 2

Background Information

2.1 Introduction

The purpose of this section of the RFP document is to familiarize prospective Proposers with the SBWMA and its current and proposed recycling and solid waste services, and to provide information not included in other sections of this document.

2.2 SBWMA Member Agencies

The SBWMA includes twelve Member Agencies (as noted in Section 1.3). Under the framework of the Joint Powers Agreement, each Member Agency contracts for collection of residential and commercial waste and recycling. The Member Agencies are obligated, under the JPA agreement, to deliver materials to the Shoreway Environmental Center.

Member Agency	Residents
Belmont	27,225
Burlingame	30,106
East Palo Alto	28,847
Foster City	32,517
Hillsborough	11,016
Menlo Park	32,475
Redwood City	81,643
San Carlos	30,034
San Mateo	102,202
West Bay Sanitary District	N.A.
Unincorporated San Mateo Co.	51,938
Total	428,000

2.3 Transportation and Current Contracts for Off-Site Processing

Transportation of organic materials to off-site composters is done in walking-floor trailer by South Bayside Industries and is a component of the Shoreway Operations Agreement. Currently the approximately 100,000 tons per year of organic materials are sent to two composting facilities:

- a) 50,000 tons per year to Recology's Blossom Valley Organics North (BVON) in Vernalis, and
- b) 50,000 tons per year to Republic Services' Newby Island Compost Facility in San Jose.

The Composting Services Agreement between the SBWMA and Browning Ferris Industries Newby Island, expires on December 31, 2024 and the Agency is soliciting proposals from composters interested in providing composting services up to 60,000 tons per year.

Current Processing Agreements			
Service	Facility	Annual Tons (2022)	Expiration
Composting	Recology – Blossom Valley Organics North	39,164 Residential Organics	December 31, 2025
Composting	Republic – Newby Island	17,287 SSO/Food Waste 38,375 Residential Organics (55,662 Total)	December 31, 2024

The SBWMA’s organic materials are a combination of residential green waste & food waste collected in a cart-based system, commercial green waste and food waste, and self-haul green waste delivered to the transfer station.

Additional Compost Procurement Pricing

The SBWMA will be aiding the Member Agencies of the SBWMA to comply with SB1383 and the procurement of compost to meet SB1383 requirements. While the quantities of needed compost are not yet known, the SBWMA is requesting pricing for compost product that can be back-hauled by SBI to the Member Agencies. Towards this end, proposers are requested to provide pricing on compost product in the event that additional compost quantities (over the 2,000 tons/year of free compost already included in the contract) needs to be procured throughout the contract term. Contractor will not be responsible for the costs of delivery of finished product to Shoreway. Compost quality will meet the U.S. Compost Council Seal of Testing Assurance.

2.4 Summary of Intent

The SBWMA’s intent and the requirements of this RFP document are to continue to provide the Member Agencies with the appropriate level of service at the best price and with the highest quality. The specifications contained within this RFP are designed to establish an effective, efficient, uniform, and safe system of composting organic materials that provides for the following intended purposes:

- Establishment and maintenance of a continuous and uniform level of composting services to ensure flow of materials through the Transfer Station.
- Maximize quality of compost product to ensure that the composters can sell product that is desirable by the market and thereby ensure stable market outlets.

- Composting facilities that have demonstrated proficiency in operating a compost facility, marketing product, and maintaining compliance with regulations.
- Composting facilities that effectively divert the maximum amount of materials from landfill.

To this end, the SBWMA has tried to provide as much information as possible to all prospective Proposers to allow them to properly prepare their responses and compute fair and reasonable compensation and rate quotes. However, it is the sole responsibility of the Proposer to calculate and be responsible for the rates quoted in the applicable set of Rate Proposal Forms provided in Section 5 of this RFP document.

Section 3

General Instructions

3.1 RFP Document

This RFP document constitutes the complete set of proposal specifications and forms. All forms and applicable documents must be executed and submitted, as described in Section 4 of this RFP. Proposals not submitted on the prescribed proposal forms shall be deemed not responsive. By submitting a proposal, the Proposer agrees to be subject to all terms and conditions specified herein. Except as otherwise set forth in this RFP no exception to the terms and conditions shall be allowed. Submittal of a response to this RFP constitutes a binding offer by the Proposer which shall be open for a period of no less than one hundred eighty (180) calendar days from the date of submittal.

3.2 Mistakes

Proposers are expected to examine the RFP documents, proposal forms, and all other instructions provided herein. FAILURE TO DO SO WILL BE AT THE PROPOSER'S RISK. In the event of extension error(s), the unit price will prevail and the Proposers total offer will be corrected accordingly. In the event of addition error(s), the unit price will prevail and the Proposers total offer will be corrected accordingly.

3.3 Additional Terms and Conditions

Except as is set forth in Section 4.5 of this RFP, no additional terms and conditions included with the RFP shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this RFP.

3.4 Interpretations and Inquires

Questions concerning the intent, meaning, and interpretation of the RFP document shall be submitted in writing and received via email, no later than 3:00 p.m. PDT on Wednesday, March 22, 2024. Written inquiries shall be addressed to the SBWMA Representative:

Cyndi Urman
Senior Management Analyst
South Bay Waste Management Authority
610 Elm Street, Suite 202
San Carlos, CA 94070
Phone: (650) 802-3510
Fax: (650) 802-3501
bids@rethinkwaste.org

All Proposers shall carefully examine the RFP document. **Any ambiguities or inconsistencies shall be brought to the attention of the SBWMA in writing as soon as possible, but in no event later than 3:00 p.m. PDT on March 22, 2024.**

No person is authorized to give oral interpretations of, or make oral changes to, the RFP document. Therefore, oral statements will not be binding and should not be relied upon. Any interpretation of, or changes to, the RFP document will be made in the form of a written addendum to the RFP document and will be furnished by the SBWMA to all Proposers who attend the pre-proposal conference (if needed) and submit a properly completed Process Integrity Rules Form. Only those interpretations of, or changes to, the RFP document that are made in writing and furnished to the Proposers by the SBWMA may be relied upon.

3.5 Verbal Agreements

No verbal agreement or conversation with any officer, agent, or employee of the SBWMA, either before or after execution of the Agreement, shall affect or modify any of the terms or obligations contained in the Agreement. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon the SBWMA or the Proposer.

3.6 Qualification of Proposer

The Proposer must be qualified by experience, adequate financing, staffing and equipment to do the work called for in the RFP.

3.7 Conflict of Interest

All Proposers must disclose, with their proposal, the name of any officer, director, agent, or any relative of an officer, director, or agent who is an employee, elected official or appointed official of the SBWMA or its Member Agencies. Furthermore, all Proposers must disclose, to the best of their knowledge, the name of any SBWMA employee, elected official or appointed official who has any direct or indirect economic interest in the Proposers' firm or any of its branches or subsidiaries. "Economic interest" shall have the same meaning as that term is defined in Title 2, California Code of Regulations Sections 18703 – 18703.5.

3.8 Proposers Non-Collusion Certification

Any Proposer submitting a proposal to this RFP must complete and execute the Non-Collusion form included in Section 5 of the RFP document.

3.9 Legal Requirements

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

3.10 Familiarity with Laws and Ordinances

The submission of a proposal for the services requested herein shall be considered as a representation that the Proposer is familiar with all federal, state, and local laws, ordinances, rules, and regulations which affect those engaged or employed in the provision of such services, or equipment used in the provision of such services, or which in any way affects the conduct of the provision of such services; and no plea of misunderstanding will be considered because of ignorance thereof. The Proposer's attention is directed to such relevant ordinances and resolutions of the SBWMA, as may be amended from time to time, under which the Collection Service programs are to be operated. If the Proposer discovers any provisions in the RFP

document that are contrary to or inconsistent with any law, ordinance, or regulation, the Proposer shall report it as is set forth in Section 3.4 above without delay.

3.11 Agreements

The SBWMA shall not be obligated to any Proposer to enter into a Processing Service Agreement. No action will lie against the SBWMA to compel the SBWMA to execute any such Agreement(s), or to recover from the SBWMA any damages, costs, lost profits, expenses, etc., that any Proposer may incur if the SBWMA chooses not to approve an Agreement after considering proposals received in response to the RFP. By submitting a proposal for the services, all Proposers acknowledge and agree that no enforceable contractual relationship arises until the SBWMA Board approves and directs execution of the appropriate Agreement, that no action shall require the SBWMA to execute an Agreement at any time, and that each Proposer waives all claims to damages, lost profits, costs, expenses, etc., as a result of the SBWMA not fully executing an Agreement.

3.12 Facilities

The SBWMA reserves the right to inspect each Proposer's facilities at any reasonable time, during normal working hours, with prior notice to determine that the Proposer has a bona fide place of business, and working, permitted compost facility.

3.13 Insurance

The SBWMA has set forth the insurance requirements contained in Section 1.5 of this RFP. Proposers are strongly encouraged to review and obtain an understanding of these requirements before submitting a proposal.

3.14 Agreement Modifications

The SBWMA reserves the right to make modifications to the Agreements to more fully effectuate the intent of this RFP and the Collection and Disposal Service programs.

3.15 Withdrawal or Revision of Proposal Prior to Opening

At any time prior to the closing time for receiving proposals, a Proposer may, without prejudice, withdraw, modify, or correct a proposal after it has been deposited with the SBWMA Representative provided a request is made in writing to the SBWMA Representative, whose name, address, and contact information is provided herein. Modification or corrections of proposals may be made by means of email or other written communications, provided the SBWMA Representative receives such modifications or corrections prior to the closing time set for receiving proposals.

Proposals which are not submitted on the forms furnished by the SBWMA and are not in conformity with the provisions of Section 4 of this RFP document may be deemed non-responsive. No corrections in proposals will be acceptable unless each correction is signed or initialed by the Proposer. If initialed, the SBWMA may require the Proposer to identify any corrections so initialed. A proposal in which omissions occur or which has been conditioned by the Proposer in a manner that is unacceptable to the SBWMA may be rejected. Omissions and corrections may be made until the closing time set for receiving proposals.

3.16 Acceptance or Rejection of Proposals

The SBWMA reserves the following rights and options:

- To deem non-responsive all proposals that fail to meet the literal and exact requirements of the specifications provided in this RFP document;
- To accept the proposal that is, in the judgment of the SBWMA Board, in the best interest of the SBWMA and its residents;
- To reject all non-responsive proposals;
- To waive irregularities in any proposal as the SBWMA Board may elect to waive; and
- To reject all proposals and to issue subsequent requests for new proposals.

Any or all proposals will be rejected if there is reason to believe that collusion existed among the Proposers. Proposals received from participants in such collusion will not be considered for the same work when and if re-advertised.

3.17 Award of Agreement(s) by SBWMA Board

The award of Agreement(s), if made, will be the Agreement(s) which best fulfills the requirements and provides the best value to the SBWMA. No award will be made until all necessary investigations have been made to determine the responsiveness and responsibility of the Proposer under consideration. After opening the proposals, the SBWMA may require the selected Proposer(s) to submit a verified statement disclosing all ownership interests, whether direct, indirect, or beneficial, and including intermediate and ultimate ownership interests where several levels of ownership exist, disclosing any single source in excess of thirty percent (30%) of outstanding debt, and disclosing any person or entity that has guaranteed in excess of thirty percent (30%) of the Proposer(s) outstanding debt furthermore, such disclosure shall contain any information of or relating to any and all common ownership, control, management, or common pecuniary benefit said proposing entity, its owners, management, or representatives possess or retain in any other entity now participating, or proposing to participate, in the Collection Service Agreement and/or the Facility Operations Agreement with the SBWMA. The SBWMA Board shall be the sole judge as to the responsiveness and the suitability of the Proposer(s) to satisfactorily perform the work specified within the Agreement(s).

As soon as practicable after opening the proposals, the Proposer(s) recommended for award of the Agreement(s) will be submitted to the SBWMA Board for approval.

In the event the SBWMA Board approval is not received within **one hundred and eighty (180) calendar days** after opening of the proposals, the Proposer may request that it be released from the Agreement obligation.

The foregoing action by the SBWMA or the Proposer shall in no way provide any cause whatsoever for claim against the SBWMA by the Proposer.

3.18 Addendum

The Proposer shall sign each Addendum issued and attach it to the proposal in order to have the proposal considered.

3.19 Examination of the Site of the Work

By the submission of a proposal to do the work, the Proposer certifies that a careful examination of all RFP documents has taken place, and that the Proposer is fully informed concerning the requirements of the RFP document, the physical conditions to be encountered in the work, the quality and quantity of service to be performed, and of the materials and equipment to be furnished. The Proposer will not be entitled to additional compensation upon subsequently finding that conditions require methods or equipment other than that anticipated in making the proposal. Negligence or inattention of the Proposer in determining conditions of the Agreement(s) prior to submitting the proposal, or in any phase of the performance of the work, shall be grounds for refusal by the SBWMA to agree to proposed additional compensation for additional work caused by such negligence or inattention by the Proposer.

3.20 Performance Bond

A performance bond in a form acceptable to the SBWMA is required from the successful Processing Service Proposer within thirty (30) calendar days from the date the SBWMA Board approves the Composting Service Agreement in an amount equal to Two-hundred and Fifty Thousand Dollars (\$250,000). The performance bond shall be executed by a surety company licensed to do business in the State of California and acceptable to the SBWMA having an "A-" or better rating by A. M. Best or Standard and Poor's, and included on the list of surety companies approved by the Treasurer of the United States. Failure to provide this performance bond within the timeframe called for by this section shall constitute a default and grounds for immediate termination of an Agreement.

3.21 Proprietary Information

Under the California Public Records Act, most SBWMA records are made public. Trade Secrets and certain financial information, which are not public, are exceptions to this general rule. Proposers must clearly identify as "Confidential" or as a "Trade Secret" any information in their proposals that they believe shall be exempt from disclosure under the Public Records Act. If a Proposer marks any information in their proposal as "Confidential" or "Trade Secret," the SBWMA agrees to maintain the confidentiality of such information and data to the extent permitted by law. SBWMA agrees to notify Proposer of any request from any third party to review and/or inspect information and data. In the event a third-party files legal action against the SBWMA seeking release of such records and data, SBWMA shall tender the defense of such action to Proposer and Proposer shall defend, indemnify and hold the SBWMA harmless from any and all expenses associated with the defense of such action, including, without limitation, the SBWMA's attorney's fees and costs and any attorney's fees awards or other awards or judgments against the SBWMA. If Proposer fails to follow these requirements in any way, SBWMA may release the requested information or data at its sole discretion.

To the extent permitted by applicable law, all pricing data will remain confidential until after an initial evaluation of the proposals is made.

3.22 Subcontractors/Operators

Proposers intending to enter into contracts with subcontractors/operators in order to provide the services requested in this RFP must include in their proposal responses a list of those potential subcontractor/operators for approval by the SBWMA.

Section 4

Proposal Preparation Instructions

4.1 Receipt and Opening of Proposals

To be deemed responsive the SBWMA will receive proposals to furnish all labor, equipment, materials, tools, insurance, supervision, and all other items incidental thereto, and to perform all work necessary, specified, and relating to in the prescribed manner and time to provide Composting Services. **Proposals must be received no later than 4:00 p.m. PDT, Thursday, April 18, 2024, via email at bids@rethinkwaste.org.**

Any proposal received after the date and hour specified will be rejected and returned unopened to the Proposer.

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

4.2 Pre-Proposal Conference

A PRE-PROPOSAL CONFERENCE may be held on Monday, March 29th , 2024, beginning at 11:00 a.m. PDT, at the Shoreway Environmental Center, 225 Shoreway Road, San Carlos, CA 94070. At the pre-proposal conference, representatives of the SBWMA will be available to answer questions and explain the intent of this RFP. Questions about, or requested modifications to, the RFP document which have been submitted in writing and received as set forth in Section 3.4 of this RFP will be addressed. To the extent possible, the SBWMA will also consider other questions or concerns that may be raised at that time. After the pre-proposal conference, the SBWMA will prepare written documentation to answer questions which were addressed at the pre-proposal conference which relate to the interpretation of, or changes to, the RFP document which the SBWMA deems appropriate for clarification. Proposers are again cautioned that only interpretations of, or changes to, the RFP document received from the SBWMA in writing may be relied upon.

4.3 Preparation of Proposals

RFP responses must be submitted electronically in Word and Excel format via email to bids@rethinkwaste.org.

Proposals must be executed by an individual with the authority to bind the Proposer to the terms and conditions of the RFP.

4.4 Proposal Content

All proposals must include the following sections, in the following order:

Cover Letter

The cover letter should not exceed the equivalent of four (4) single sided pages and should provide:

- 1) Name, address, telephone number, email address, and fax number of Proposer's key contact person.
- 2) Description of the type of organization (e.g., corporation, partnership, joint venture teams and subcontractor/operators) submitting proposals.
- 3) Name of the entity that will sign the Processing Service Agreement in the event one is awarded.
- 4) A written statement warranting that the requirements of the Processing Service Agreement as described in this RFP document, its enclosures, and all addenda, by listing all addenda and dates received, have been thoroughly reviewed and the Proposer has conducted all due diligence necessary to confirm material facts upon which the proposal is based.
- 5) A written statement acknowledging the validity of the proposal contents including proposed rates, and pricing for a period of one hundred eighty (180) days.

Table of Contents

Executive Summary

The executive summary should not exceed the equivalent of three (3) double-sided pages and should highlight the major elements of the Proposer's qualifications and proposal, including a brief description of the Proposer's initial transition plan and schedule. All information should be provided in a concise manner.

Forms

The proposal must contain Forms A – H of Section 5 of the RFP, in the order they are provided in Section 5.

Proposers should note that they are required to include a copy of the completed Form A, "Process Integrity Rules" and complete all Forms (A – H) provided in Section 5 of this RFP document. There was no pre-proposal conference required on March 29, so all form should be submitted at the time the proposal is submitte.

Proposers shall use only the forms and format provided. Any deviation from those provided may be grounds for rejection of the entire proposal.

Signed Addenda

Qualifications

- 1) **Key Staff** - Proposer must identify and provide resumes for key staff proposed for the service identified herein.
- 2) **Staff Responsibilities** - Proposers must provide names and resumes of principal officers, partners, or other officials or managers who will be performing substantive responsibilities

required under the Processing Service Agreement. The resume should describe the relevant technical experience of key personnel.

- 3) **References** - Proposers must provide a minimum of three (3) local governmental clients that the SBWMA may contact to conduct a reference check. The Proposer must be providing or have provided similar services as requested herein to a local governmental entity within the last three (3) years. In the event a Proposer has not provided similar services to at least four (4) local governmental clients in the last three (3) years, they must provide the requested information for all local governmental clients for whom they have provided similar services in the last seven (7) years.
- 4) **Conflict of Interest Statement** - Proposers must warrant that no gratuities have been or will be offered or given by Proposer, or any agent or representative of the Proposer, to any officer, employee of the SBWMA or any participant in the selection of a Proposer to furnish the services described herein to secure a favorable treatment regarding the evaluation, grading, and Agreement award process.
- 5) **Statement of Financial Qualifications** - Proposers shall provide copies of audited financial statements for the entity that is proposed to execute the Processing Service Agreement for the most recent three (3) fiscal years. If the entity that will execute the Agreement does not have three (3) years of audited financial statements, the Proposer must provide sufficient financial data to substantiate, to the satisfaction of the SBWMA, the Proposer's financial capability and the viability of the entity to provide the services requested. If necessary, this matter will be discussed further at the pre-proposal meeting.
- 6) **Financial Rights** - The SBWMA reserves the right to require submission by the Proposer, at no cost to the SBWMA, of an opinion by a Certified Public Accountant regarding the financial status of such Proposer, including ownership of, or interest in, equipment and facilities prior to award of a Collection Service Agreement.

Technical Proposals

Proposers are required to provide a description of the way the requested service is to be provided. At a minimum, this should include the following components:

- 1) **Processing Operating Plan** - Proposers seeking to provide Processing Services should provide the following information:
 - a. Documentation that the facility design and operations comply with all applicable federal, state, and local regulations;
 - b. A list of all operating permits associated with site operations (i.e., Conditional Use Permit, CEQA documentation, State Solid Waste Facility Permit, Regional Water Quality Board permit or approval, any relevant Regional Air Quality Management District or Air Pollution Control Authority approvals, etc.);
 - c. The permitted capacity of the site and the available capacity that is not contractually committed, with an estimate of existing contractually committed capacity.
 - d. A written commitment guaranteeing capacity (daily and annual basis) for the material accepted under the terms of the Processing Service Agreement;
 - e. Documentation of any expansion plans, including additional capacity to be constructed, schedule for expansion, and permitting status of the expansion plan needed to ensure the guaranteed capacity;

- f. Any import restrictions, taxes, or fees that will be applicable to the receipt of the SBWMA's material stream;
 - g. Any applicable import restrictions on accepting material from outside of the local jurisdiction, and the process to have the import restriction waived;
 - h. A written commitment to indemnify the SBWMA against all events in connection with or related to the Operator's provision of Processing Services;
 - i. A description of the way material will be received, stored and processed, including the ability to receive and process material (prior to composting) separately from other material; and
 - j. A description and samples of the reporting programs and sample reports that will be used to track the material received, processed, tested, and shipped to end-use markets.
- 2) Violations History** - The Proposer must provide a history for the last five (5) years of all claims, settlements, arbitrations, litigation proceedings, and civil actions involving Ten Thousand Dollars (\$10,000.00) or more, and all criminal legal actions in which the company, its parent company, subsidiaries, all partners, or principals were involved. For each case, the Proposer must provide the following:
- a. The name of the claim, arbitration, litigation or action;
 - b. The amount at issue or the criminal charges alleged; and
 - c. The resolution of the case.
 - d. The Proposer must also provide details of any current or threatened legal actions in California against the Proposer or its parent company, subsidiaries, all partners, principals, or joint venture company(ies) by a governmental entity contracting with the Proposer or its parent company for services relating to solid waste management, or against such a government entity by the Proposer or its parent company or joint venture company(ies). For each action, the Proposer must provide the following:
 - The name of the action;
 - The court in which the action is pending;
 - The action number; and
 - The amount at issue.
 - e. The Proposer shall provide a list of all enforcement actions taken against it during the last five (5) years by any regulatory agency such as, but not limited to, the United States Environmental Protection Agency or a Local Enforcement Agency under the California Integrated Waste Management Act. The list shall include the name of the regulatory agency and the date of the enforcement action.
 - f. The Proposer shall inform the SBWMA if it has had a permit, franchise, license, entitlement or business license that has been revoked or suspended in the last five (5) years.
 - g. The Proposer must list any claims against a Bid or Performance Bond and the results and failure to receive a Bid or Performance Bond, or any contractual defaults or termination in the last fifteen (15) years.

h. The Proposer shall submit copies of all notices of violations, corrective action notices, enforcement actions or orders, warning notices, or other forms of permit violation/non-compliance documentation that they have received in the past five (5) years from public agencies for equipment, maintenance, processing equipment, chip and grind, and composting facilities in California, which are owned or operated by the Proposer, its parent company and/or subsidiaries.

3) **Proposal Alternatives and Exceptions** - Proposers should include information related to proposal exceptions and alternatives.

4) **Additional Information** - Proposers may provide any additional information that they believe to be applicable to this proposal in this section of the Appendix.

4.5 Proposal Exceptions and Alternatives

In the event the Proposer takes exception to the RFP specifications or wishes to propose an alternative technology, to propose the development of a new facility, or to propose the expansion of processing capacity at an existing operation, they may set forth those exceptions and/or alternatives in the following manner:

- The exception and alternative is to be presented on a paper whose pages are titled, “**Form G - RFP Exceptions and Alternatives**”.
- Each exception or alternative must be presented separately by stating the specific exception or alternative, the suggested changes to the program related to the exception or alternative, the suggested changes related to the exception or alternative, the manner in which the proposed change would benefit the SBWMA and the specific dollar change in each of the various service rates, as proposed by the Proposer in this RFP, that would take place if the exception or alternative was accepted by the SBWMA.
- The exceptions and alternatives attachment must include the following language without exception.

“Except as set forth above, Proposer is in complete agreement with the proposed terms, conditions and business arrangements described in the RFP. The Proposer assumes the risk of all conditions foreseen or unforeseen and agrees to provide the services set forth in the RFP under whatever circumstances may develop other than as herein provided.”

- The form must be signed by an individual authorized to commit the Proposer’s firm to a contract with SBWMA.

Proposers should note that if exceptions and/or alternatives are presented, all required information as set forth above must be submitted. Exceptions and/or alternatives provided, without the required information will not be considered. Proposers should also note that the submittal of an exception and/or alternative does not obligate the SBWMA to accept and incorporate the exceptions and/or alternative.

Proposers are *strongly cautioned* that all exceptions or alternatives related to the services set forth in this RFP must be raised as part to the respondent’s proposal and in the manner set forth above. Exceptions and/or alternatives of any type, regardless of how small or incidental, that are not raised in the proposal and which do not include the required rate information and substitute language will not be considered for discussion after the proposals are received.

A Sample Agreement has been included with this RFP document (Appendix A). The intent of the Sample Agreement is to provide Proposers an opportunity to consider the terms of the Agreement that the SBWMA will be expecting the selected proposers to agree to.

4.6 Evaluation of Proposals

A panel of SBWMA staff, consultants, and such other parties as the SBWMA deems necessary (the Evaluation Team), will review all proposals submitted and recommend the proposal that they believe best meets SBWMA's requirements as specified in the RFP. The SBWMA may request, at its sole option, presentations or interviews from selected Proposers.

The proposals will be evaluated based on the following criteria:

1. Overall responsiveness to the RFP and submittal criteria
2. Proposer's experience and qualifications
 - Overall experience
 - References
 - Financial stability
3. Adequacy and completeness of the technical proposal
4. Processing Services
 - Marketing Plan
 - Processing Plans
 - Operations Plan
 - Violation History
 - Capacity Guarantee
 - Facility Location distance from the Shoreway Environmental Center (For the purposes of the RFP, the starting mileage distance is the Shoreway Environmental Center located at 333 Shoreway Road, San Carlos)
 - Exceptions and Alternatives
5. Proposed rates

The SBWMA, at its sole option, will select the proposal which best fulfills the requirements and provides the best value to the SBWMA and its residents.

Proposers should note that the SBWMA may modify the evaluation criteria and the evaluation process at its discretion until the proposals have been received.

Section 5

Proposal Forms

5.1 Proposal Forms

The SBWMA will receive proposals to provide the services as required in the Processing Services Agreement. Forms A – H must be completed as part of the Proposal. The forms are designed to allow Proposers to input their information directly into Forms A – H. Questions that are not applicable should be included and marked “Not Applicable.” The purpose of the forms contained herein is not intended in any way to limit the type, quality or quantity of data and information supplied by the Proposer. Required forms not completed in full may result in disqualification.

Form A
PROCESS INTEGRITY RULES

The South Bayside Waste Management Authority's pledge is for the procurement process for Organics Processing Services to be open, objective, carefully monitored, and understandable to all. The following rules will be adhered to and enforced.

UNTIL THE SBWMA BOARD EXECUTES THE PROCESSING SERVICE AGREEMENT(S), **ALL CONTACT BETWEEN PROPOSERS AND THE SBWMA RELATED TO THE RFP SHALL BE THROUGH CYNDI URMAN OR JOE LA MARIANA. ALL INTERACTION SHALL BE IN WRITING, EITHER BY MAIL OR BY E-MAIL.** THE ADDRESS AND FAX NUMBER ARE:

Cyndi Urman, Sr. Management Analyst
Joe La Mariana, Executive Director
South Bayside Waste Management Authority
610 Elm Suite #202
San Carlos, CA 94070
Phone: (650) 802-3500
Fax: (650) 802-3501
bids@rethinkwaste.org
ilamariana@rethinkwaste.org

Any attempt to contact or interact with any Board Member of the SBWMA for the purpose of influencing the selection process will be grounds for disqualification from the selection process.

All communications between the SBWMA and a participant, along with the related responses, will be transmitted simultaneously to all participants.

Any participant who fails to recognize or utilize this process of communication will be notified of its violation and may be subject to disqualification from the selection process at the sole discretion of the SBWMA.

All participants must acknowledge and sign this statement as part of the RFP process. All participants must provide a signed **ELECTRONIC ORIGINAL** of this statement should submitted with your proposal. Participants that do not provide this signed statement will be disqualified from this procurement process.

On behalf of my company, I understand and accept the rules established in this statement

Company Name:

(Print or Type)

Representative:

Title:

(Print or Type)

Signature: _____

Date:

(Sign in Ink)

Form B
PROPOSER'S STATEMENT OF ORGANIZATION

1. Full Name of Business Concern (Proposer):

Principal Business Address:

2. Principal Contact Person(s):

Name:

Phone Number:

3. Form of Business Concern:

Corporation Partnership Joint Venture Other:

4. Provide names of partners or offices as appropriate and indicate if the individual has the authority to sign in name of Proposer. Provide proof of the ability of the individuals so named to legally bind the Proposer.

Name _____ Address _____ Title _____

5. If a corporation, in what state incorporated:

Date Incorporated:

Month

Day

Year

6. If a Joint Venture or Partnership, date of Agreement:

Form B
PROPOSER'S STATEMENT OF ORGANIZATION (Cont.)

7. List all subcontractors/operators participating in this Agreement:

<u>Name</u>	<u>Address</u>
a)	
b)	
c)	
d)	

8. Outline specific areas of responsibility for each firm listed in Question 7.

a)

b)

c)

d)

Identify the provisions of any agreement between parties which assigns legal or financial liabilities or responsibilities:

If responding firm(s) are a partially or fully-owned subsidiary of another firm, or share common ownership with another firm, please identify the firms and relationships.

Form C – Part 1 PROCESSING RATES				
Material Type	Rates per Annual Tonnage Bracket			
Contract Tonnage	≤30,000	30,001-50,000	50,001-70,000	≥70,000
Residential Green Waste				
Contract Tonnage	≤10,000	10,001-20,000	20,001-30,000	≥30,000
Commercial Source-Separated Organics				
Contract Tonnage	≤40,000	40,001-70,000	70,001-100,000	≥100,000
Mixed Organics				
Form C – Part 2 COMPOST PURCHASE PRICE				
Finished Compost Purchase Price (FOB Compost Facility)	Up to 1,000 tons/yr	1,001-5,000 tons/yr	Over 5,000 tons/yr	
Price Quote	_____per ton	_____per ton	_____per ton	

Organics Processing Tip Fee (Form C Part 1)

Form C part 1 is to be used by proposers for entering the tip fee rate that is being proposed for the processing of organic materials.

Additional Compost Procurement Pricing (Form C Part 2)

The SBWMA will be aiding the Member Agencies of the SBWMA to comply with SB1383 and the procurement of compost to meet SB1383 requirements. While the quantities of needed compost are not yet known, the SBWMA is requesting pricing for compost product that can be backhauled by SBI to the Member Agencies. Towards this end, proposers are requested to provide pricing based on a percentage of wholesale on compost product in the event that additional compost quantities (over the 2,000 tons/year of free compost already included in the contract) needs to be procured throughout the contract term. The contractor will not be responsible for the costs of delivery of finished product to either the Shoreway Environmental Center or to a location designated directly by a Member Agency of the South Bayside Waste Management Authority. Compost quality will meet the U.S. Compost Council Seal of Testing Assurance.

Form D
COMPOSTING FACILITY - EXISTING

(Provide One Form Per Facility Site)

1. Name of Composting Facility:
2. Location of Composting Facility:
3. Proposer's role in the Composting Facility:
4. Other contracting parties:
5. Name, telephone number and address of Composting Facility owner:

6. CalRecycle Permit Type and Number:
7. Please attach a list of all relevant permits and approvals:

<u>Types of materials accepted</u>	<u>Quantity of materials permitted by material type (tpd)</u>
8. Mixed Green & Food Waste	
9. Segregated Green Waste	
10. Commercial SSO (food waste)	
11. Other	
12. Total Facility Daily Permitted Capacity	

<u>End Use Markets</u>	<u>Percent of Finished Product</u>
13. Bulk/Bagged Compost	%
14. Mulch/Land Application (non-landfill)	%
15. Biomass /Co-generation fuel	%
16. Landfill Application (ADC or erosion control)	%
17. Other (please describe)	%

Form E
ALTERNATIVE FACILITY – PROPOSED
 (Provide One Form Per Facility Site)

1. Name of Facility:
2. Type of Facility:
3. Location of Facility:
4. Proposer's role in the Facility:
5. Other contracting parties:
6. Name, telephone and address of Facility owner:

7. Operational Status (Planning, Permitting, etc.):
8. Operational Date (estimated):
9. Permits Required (include status):
10. Total Facility Daily Design Capacity:

<u>Material Accepted</u>	<u>Daily Capacity (tpd)</u>
11. Mixed Green & Food Waste	
12. Segregated Green Waste	
13. Commercial SSO	
14. Other (Please describe):	

<u>End Use Markets</u>	<u>Percent of Finished Product</u>
15.	%
16.	%
17.	%

Please describe the future benefits of the proposed facility or new technology:

Form F

ANTI-COLLUSION AFFIDAVIT

The following affidavit is submitted by Proposer as a part of this proposal:

The undersigned deponent, of lawful age, being duly sworn, upon his oath deposes and says that he has lawful authority to execute the within and foregoing proposal; that he has executed the same by subscribing his name hereto under oath for and on behalf of said Proposer; that Proposer has not directly or indirectly entered into any agreement, express or implied, with any Proposer or Proposers, having for its object the controlling of the price or amount of such proposal or proposals, the limiting of the proposals or Proposers, the parceling or farming out to any Proposer or Proposers or other persons of any part of the agreement or any part of the subject matter of the proposal or proposals or of the profits thereof, and that he has not and will not divulge the sealed proposal to any person whomsoever, except those having a partnership or other financial interest with him in said proposal or proposals, until after the said sealed proposal or proposals are opened.

Deponent further states that the Proposer has not been a party to any collusion among Proposers in restraint of freedom of competition; by agreement to make a proposal at a fixed price or to refrain from submitting a proposal; or with any state official or employee as to quantity, quality, or price in the prospective agreement; or in any discussions between Proposers and any South Bayside Waste Management Authority or Member Agency official concerning exchange of money or other things of value for special consideration in the letting of an agreement; that the Proposer/Company has not paid, given or donated or agreed to pay, give or donate to any official, officer or employee of the South Bayside Waste Management Authority or Member Agencies directly or indirectly, in the procuring of the award of agreement pursuant to this proposal.

Executed under penalty of perjury on this _____ day of _____, 2024 at _____.

SIGNED BY: _____

TITLE: _____

Subscribed and sworn to before me this _____ day of _____, 2024 at _____.

Notary Public

My Commission expires:

Form G
RFP EXCEPTIONS

Proposers are to prepare the Rate Proposal Forms based on the program specifications set forth in the RFP documents without considering any exceptions that may be set forth on this form. In the event the Proposer takes exception to the RFP specifications they may set forth those exceptions in the following manner.

- The exceptions are to be presented on a separate paper titled, "Form G - Exceptions to Proposal Specifications".
- Each exception must be presented separately by stating: the specific exception, the page and line numbers of the exception, the suggested changes to the program related to the exception, the suggested changes related to the exception, the way the proposed change would benefit the SBWMA, the customers or both, and the specific dollar change in each of the various service rates, as proposed by the Proposer in this RFP, that would take place if the exception was accepted by the SBWMA.
- The exceptions must be followed with the following language without exception.

"Except as set forth above, Proposer is in complete agreement with the proposed terms, conditions and business arrangements described in the RFP. The Proposer assumes the risk of all conditions foreseen or unforeseen and agrees to provide the services set forth in the RFP under whatever circumstances may develop other than as herein provided."

- The form must be signed by an individual authorized to commit the Proposer's firm to a contract with SBWMA in the manner set forth below.

Signature _____ Name (typed):

Title _____ Date:

Please note that if exceptions are taken, all required information as set forth above must be submitted. Exceptions taken without providing the required information will not be considered.

