



Request for Proposal (RFP) for
Non-Exclusive Temporary
Construction and Demolition Debris
Collection Service

RFP Circulation Date:
September 6, 2017

Proposal Submission Deadline:
September 28, 2017

Town of Windsor
Administrative Services Department
9291 Old Redwood Highway
P.O. Box 100
Windsor, CA 95492-0100
(707) 838-1000
(707) 838-7349 FAX

Table of Contents

1.0	INTRODUCTION TO RFP DOCUMENTS	3
2.0	BACKGROUND INFORMATION	5
3.0	GENERAL INSTRUCTIONS	10
4.0	APPLICATION PREPARATION INSTRUCTIONS.....	16

ATTACHMENTS

- A APPLICATION AND INSTRUCTIONS
- B. NON-EXCLUSIVE TEMPORARY CONSTRUCTION AND DEMOLITION DEBRIS
COLLECTION SERVICE AGREEMENT

1.0 INTRODUCTION TO RFP DOCUMENTS

1.1 RFP Release

The Town of Windsor (Town) uses a non-exclusive system to provide for the temporary collection of Construction and Demolition Debris. The agreements with the current temporary debris box and roll-off haulers expire on December 31, 2017.

The Town has issued this Request for Proposals (“RFP”) to request entities with demonstrated experience and qualifications in providing the services required in this RFP to submit an Application to provide Non-Exclusive Temporary Construction and Demolition Debris Collection Services. The Town intends to award licenses to no more than the **seven (7)** most qualified Applicants¹ based on an evaluation of the applications.

Sealed Applications must be received at the Windsor Town Hall, 9291 Old Redwood Highway, Building 400, Windsor, CA 95492 **no later than 1:00 p.m. PDT on September 28, 2017**, for the provision of Non-Exclusive Temporary Construction and Demolition Debris Collection Service.

The specific service requirements of the Town’s requested services are contained within the definitions and body of the Agreement found in Attachment B of this RFP document. Prospective Applicants are encouraged to examine the Non-Exclusive Temporary Construction and Demolition Debris Collection Service Agreement (“Agreement”) in its entirety to ensure an understanding of the services being requested herein.

In accordance with the Americans with Disabilities Act, persons needing assistance to participate in this proceeding should contact the Windsor Town Hall, 9291 Old Redwood Highway, Building 400, Windsor, CA 95492, (707) 838-1000 at least 48 hours prior to any meetings.

The RFP and related documents may be viewed at or obtained from the Windsor Town Hall, 9291 Old Redwood Highway, Building 400, Windsor, CA 95492. Printed copies of the RFP and related documents will be made available beginning **September 6, 2017** at the above address, or downloaded from www.townofwindsor.com and thereafter during normal business hours. Anyone who has any questions regarding the availability of the RFP and related documents may contact Kristina Owens at (707) 838-5355.

Technical questions regarding the RFP documents should be directed in writing to:

**Kristina Owens
Administrative Operations Manager
Town of Windsor
In-person: 9291 Old Redwood Highway, Building 300
In-writing: P.O. Box 100
Windsor, CA 95492
Phone: (707) 838-5355
E-mail: kowens@TownofWindsor.com**

¹ Companies that submit an Application to provide Non-Exclusive Temporary Construction and Demolition Debris Collection Service to the Town of Windsor are referred to in this Request for Proposal as an “Applicant”. Applicants that have been awarded a franchise for providing such services are referred to in this Request for Proposal as “Franchisee”.

All communications between the Town of Windsor and an Applicant, along with the related responses, will be made available to all Applicants by posting on the Town’s website.

Applicants are highly encouraged to review the following documents prior to submitting an Application. These documents can be found on the Town’s website.

1. The *Waste Disposal Agreement* executed between the Town of Windsor and Republic Services of Sonoma County, Inc.
2. The *Central Disposal Site and Former Landfills Settlement Agreement* executed between the County of Sonoma and the Committed Cities.
3. The *Sonoma County Committed Cities Contingent Liability Fund Agreement*.
4. The *Agreement For Operation of The Central Landfill and County Transfer Stations Between County of Sonoma and Republic Services of Sonoma County, Inc.*, including Exhibit I *Agreement For Operations of Sonoma County Transfer Stations and Materials Recovery Facility Between The Ratto Group of Companies, Inc. and Republic Services of Sonoma County, Inc.*
5. The *Agreement Between the Cities of Sonoma County and Sonoma County For A Joint Power Agency To Deal With Waste Management Issues*, and all subsequent amendments.
6. Title XI, Solid Waste Management of the Town of Windsor Code, as the same may be amended from time to time.²

1.2 Procurement Schedule

The Town plans to adhere to the following procurement schedule to the extent possible. Changes to the procurement schedule shall be at the sole discretion of the Town. Table 1 below provides the major milestones of this RFP process.

TABLE 1 PROCUREMENT SCHEDULE	
Activity	Date
RFP Documents Released	September 6, 2017
Last Day to Submit Questions	September 18, 2017 by 1:00 p.m. PDT
Applications Due	September 28, 2017 by 1:00 p.m. PDT
Interview Qualified Applicants / Conduct Site Visits	Week of October 2, 2017 scheduled as necessary
Recommendations to Town Council for Award	November 15 or December 6, 2017
Services Begin	January 1, 2018

² The amended and restating of Title XI “Solid Waste Management” Ordinance, if adopted is expected to become effective on November 4, 2017.

1.3 Procurement Goals

The Town has adopted the following goals to guide this procurement process:

- Provide a high level of service for the Town's residents and businesses;
- Provide cost effective and efficient collection and processing of temporary construction and demolition debris;
- Implement environmentally progressive collection and diversion, programs that meet AB 939 requirements and CALGreen diversion requirements, and address achievement of the Sonoma County Waste Management Agency's 70% diversion goal; and
- Compensate the Town for the Town's costs associated with providing for Temporary Construction and Demolition Debris Collection Service. (Refer to Section 2.4.8)

2.0 BACKGROUND INFORMATION

2.1 Introduction

The purpose of this section of the RFP and related documents is to familiarize prospective Applicants with the Town and its requested solid waste services.

Any term that is capitalized in this section is specifically defined in the Agreement, and the meaning of such term is solely as defined therein. ***Each prospective Applicant is encouraged to fully review the Agreement located in Attachment B of this RFP document.***

2.2 Geography and Demographics of Service Area

The Town of Windsor is located in Northern California and was incorporated in 1992. The Town takes great pride in providing a highly desirable quality of life to its 27,000 residents in a countryside environment surrounded by vineyards and oak-covered hills.

Located 63 miles north of San Francisco, the Town of Windsor encompasses 7.3 square miles. Windsor is Sonoma County's fourth largest community and is a residential town with a retail base and emerging wine industry. Many residents work within the town limits or commute a short distance to work.

The Town of Windsor blends newer developed areas with the charm and character of older, more established homes and neighborhoods.



2.3 Collection System Data

The information regarding the current collection system is being provided to give prospective Applicants a general understanding of the current collection system. However, the Town does not guarantee the accuracy of such information. Applicants are encouraged to determine for themselves the levels and conditions of service currently being provided.

2.3.1 Available Data

The annual total tonnage from the Town's three (3) Non-Exclusive Franchise haulers for the year 2016 was 1,188 tons. Pacific Sanitation collected 465 tons, The Ratto Group collected 366 tons, and Industrial Carting collected 357 tons.

2.4 Proposed Collection Services

Temporary Construction and Demolition Debris Collection Service containers that are provided to residents or businesses are covered under the terms of the Agreement. Containers ranging from 1– 40 cubic yards should be provided to residents and businesses on an as needed basis.

Temporary Construction and Demolition Debris Collection Service included in this procurement process is to be provided in the Town of Windsor ("Town Service Area"). Temporary Construction and Demolition Debris Collection Service will start on or around January 1, 2018 and will terminate on December 31, 2024.

2.4.1 Term

The term would be set at seven (7) years, starting January 1, 2018 and ending December 31, 2024, with a Town option to grant up to three (3) years of total extensions (for a total possible term of ten (10) years, ending December 31, 2027), based on the haulers proven ability to have met required performance standards. In addition, a term extension will only be granted in the event that at least two (2) Franchisees are eligible for an extension, however this requirement will not be the sole determinant of whether or not the Town grants the extension. The Town intends to conduct, at Franchisee's expense, periodic performance reviews during the term of the Agreement. The Franchisee will be responsible for an Extension Administration Fee up to \$5,000 to cover the actual administrative costs incurred in extending the Agreement.

2.4.2 Collection Equipment

All equipment used by the Franchisee in the performance of services under this Agreement, shall be of high quality. The vehicles shall be designed and operated as to prevent collected materials from escaping from the vehicles. All containers shall be tarped or closed on top and on all sides with screening material to prevent collected materials from leaking, blowing, or falling from the vehicles.

The Town requires the use of vehicles that will comply with federal, state, regional, and local clean air standards and permitted by the local agency throughout the term of the Agreement. The specific type of fuel to be used is to be proposed by the Applicants. Applicants also must demonstrate how their collection vehicles will comply with applicable clean air standards and not exceed total allowable vehicle weights. ***The Town encourages the use of collection vehicles that exceed the minimum standards, including the use of CNG/LNG powered vehicles.***

In addition, all collection vehicles must meet federal, state, and local maximum noise standards, and repainted as needed to maintain a clean appearance.

The minimum vehicle specifications are presented in the Agreement.

2.4.3 Collection Hours and Days

Non-Exclusive Temporary Construction and Demolition Debris Collection Service hours shall be provided, commencing no earlier than 7:00 a.m. and terminating no later than 6:00 p.m., Monday through Friday, and commencing no earlier than 8:00 a.m. and terminating no later than 5:00 p.m. on Saturdays except for State and Federal holidays, with no service on Sundays.

2.4.4 Processing and Disposal Facility(ies)

The Town requires that the material collected through the Agreement be taken to a facility(ies) that have the appropriate State and local permits to accept the material that is collected and delivered to the facility.

Material collected under this Agreement shall be delivered to facilities that comply with CalRecycle's regulations under Title 14, Chapter 3. Minimum Standards for Solid Waste Handling and Disposal (Article 5.9- Sections 17380-17386).

The Town is a member of the Sonoma County Waste Management Agency ("Agency") and the Town supports the Agency through tipping fees paid by the Town's exclusive franchised hauler at the Sonoma County Central Landfill/Transfer Station System. In addition, tipping fees also pay for closure and post closure of the Sonoma County Central Landfill.

Through this RFP process, the Town is not directing Franchisees to use the Sonoma County Central Landfill/Transfer Station System for processing. However, Franchisees are required to deliver residual material resulting from the processing of material collected through the Agreement to the Sonoma County Central Landfill/Transfer Station System for disposal. If the use of future non-County Facilities results in Sonoma County or SCWMA fees, then the Franchisee will be required to pay those fees. In addition, all proposed facilities must meet all local, state, and federal environmental protection rules, regulations, and laws.

However, please note that the Town will retain the right to direct Franchisee to use specific Town-designated facilities at any point during the term of this Agreement. If at any point the Town does direct Franchisee to use specific facilities, the Franchisee shall have the right to negotiate an adjustment to its customer "pull rates" to cover any increase in transport costs that is incurred (if any) as a result of the change in facilities.

The Town reserves the right to inspect each Franchisee's facility(ies) including collection, maintenance, disposal facilities, processing facilities, and facilities of any and all subcontractor(s) used under this Agreement, at any reasonable time during normal working hours, with reasonable prior notice to determine that the Franchisee has a bona fide place of business and is a responsible Franchisee.

The Franchisee will guarantee that all facilities used by the Franchisee will provide access to information pertaining to material accepted or processed at the facility(ies) under the Agreement within three (3) days of written notice from the Town.

2.4.5 Minimum Diversion Requirements

The Franchisee will be responsible for delivering all materials the Franchisee collects to a permitted and licensed Processing Facility for processing prior to disposal. The Processing

Facility used or operated by the Franchisee will be required to operate in accordance with CalRecycle regulations, and divert a minimum of fifty percent (50%) prior to disposal.

The Franchisee will not be assessed any liquidated damages for failure to meet the minimum diversion requirement, but such failure will be considered should the Franchisee request an extension to the term.

2.4.6 Billing and Customer Service

The Franchisee will be responsible for all billing and customer service requirements. In imposing rates on customers, if the Town only has one (1) Franchisee, the Franchisee must establish the rates at or below any maximum rate approved by Town Council.

All billing to customers will include:

- The date of collection;
- Material type collected;
- Net weight of material collected; and
- Total amount due.

2.4.7 Franchisee Compensation

The Franchisee's sole compensation will be from the customer rates.

If at any point during the term of the Agreement(s), the number of active Franchisees in the Town is reduced to one (e.g., this could occur due to termination of other Franchisees, or due to only one Franchisee being granted an extension by the Town, etc.), then customer rates shall not exceed the maximum customer rates approved by Town Council Resolution. In this event, the maximum approved customer rates for the Franchisee will be determined as follows:

- The initial maximum approved customer rates effective January 1, 2018 will be the rates proposed by the Applicant in Section 9 of Attachment A to the RFP document.
- The approved maximum customer rates for "pull only" rates will be adjusted by the Consumer Price Index ("CPI") each year on January 1st, starting on January 1, 2019.
- The CPI is published monthly by the Department of Labor and can be obtained on the Internet at the Department of Labor's website. The CPI adjustment shall be calculated as set forth in the Agreement in Attachment B to the RFP document.
- The approved maximum customer rates for the processing element of rates will be adjusted based on the percentage change from current year (January to December) to the previous year (January to December) of the approved processing fee at the Processing Facility as proposed by the Franchisee.

2.4.8 Franchise Fee

The Town has established a 10% Franchise Fee of all gross revenue collected under the terms of the Agreement. The Franchise Fee will be paid directly to the Town on a monthly basis by the fifteenth (15th) day of the month following the month the revenues are collected.

2.4.9 Reimbursement for the Cost of this Procurement Process

The Applicant(s) that are awarded an Agreement are required to pay the Town up to **forty-five thousand dollars (\$45,000)** for the cost of this procurement, including consulting costs, legal fees, and staff costs. The reimbursement is a one-time payment due within thirty (30) days of the Effective Date of the Agreement. This amount will be shared equally between all Applicants that are awarded Franchises, as indicated below.

<u>No. of Franchises Awarded</u>	<u>Amount to be paid by each Franchisee</u>
1	\$45,000
2	\$22,500
3	\$15,000
4	\$11,250
5	\$9,000
6	\$7,500
7	\$6,429

2.5 Summary of Intent

The Town's intent and the requirements of this RFP document are to continue to provide the community with the highest diversion of material and with the highest quality of service.

The specifications contained within this RFP are designed to establish an effective, efficient, uniform, and safe system of Collection that provides for the following intended purposes:

- Collection of materials in an efficient manner that will reduce the impact on the Town's roads and air quality, and improve current Collection Services while decreasing costs.
- Increase diversion and reduce disposal through the use of innovation and ingenuity.

3.0 GENERAL INSTRUCTIONS

3.1 RFP Documents

The RFP and related documents constitute the complete set of instructions, specifications, and the Application, including the Agreement. The Application must be executed and submitted electronically and in a sealed envelope, as described in Section 4 of this RFP. Applications not submitted as specified in Section 4 will be rejected. By submitting an Application, the Applicant agrees to all terms and conditions specified herein. No exception to the terms and conditions shall be allowed. Submittal of an Application in response to this RFP constitutes a binding offer by the Applicant.

3.2 Mistakes

Prospective Applicants are expected to examine the RFP documents, including Application and the Agreement, and all other instructions provided herein. FAILURE TO DO SO WILL BE AT THE APPLICANT'S RISK.

3.3 Additional Terms and Conditions

Additional terms and conditions not included in the RFP will not 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

Any questions concerning the intent, meaning, and interpretation of the RFP documents shall be submitted in writing and received no later than 1:00 p.m. PDT on September 18, 2017. Written inquiries shall be addressed to:

Kristina Owens
Administrative Operations Manager
Town of Windsor
In-person: 9291 Old Redwood Highway, Building 300
In-writing: P.O. Box 100
Windsor, CA 95492
Phone: (707) 838-5355
E-mail: kowens@townofwindsor.com

Submission of an Application will serve as prima facie evidence that the Applicant has examined the Agreement and the Service Area and is fully aware of all conditions affecting the provision of the Non-Exclusive Temporary Construction and Demolition Debris Collection Service.

No person is authorized to give oral interpretations of, or make oral changes to, the RFP and related documents. Therefore, oral statements will not be binding and shall not be relied upon. Any interpretation of, or changes to the RFP and related documents will be made in the form of a written addendum to the RFP document and will be furnished by the Town to all prospective Applicants on the Town website at www.townofwindsor.com. Only those interpretations of, or

changes to, the RFP document that are made in writing and furnished to Applicants, by the Town, may be relied upon.

3.5 Verbal Agreements

No verbal agreement or conversation with any officer, agent, or employee of the Town, 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 Town, Applicant or the Franchisee.

3.6 Qualifications

The Applicant must be qualified by experience as determined by the evaluation team, adequate financing, and equipment to do the work called for in the Agreement. Please see the Application in Attachment A for further qualification details.

3.7 Conflict of Interest

All Applicants must disclose, with their Application, 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 Town. Furthermore, all Applicants must disclose the name of any Town employee, elected official or appointed official who owns, directly or indirectly, an interest of five (5) percent or more in the Applicants firm or any of its branches or subsidiaries.

3.8 Non-Collusion Certification

Any Applicant submitting an Application must complete and execute the Non-Collusion Affidavit of Franchisee form.

3.9 Disqualification

More than one Application from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that an Applicant is involved in more than one Application for the same work will be cause for rejection of all Applications in which such Applicants are believed to be involved.

In addition, any Applicants that are determined to have any outstanding payments, including but not limited to assessed liquidated damages or administrative charges received as part of providing services within the Town and the following counties: Contra Costa, Lake, Marin, Mendocino, Napa, San Francisco, Solano and Sonoma, that have not been paid by the Applicant at the time of submitting their Application will be disqualified.

3.10 Legal Requirements

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

3.11 Familiarity with Laws and Ordinances

The submission of an Application for the services requested herein shall be considered as a representation that the Applicant 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 on account of ignorance thereof.

3.12 Contractual Agreement

The Town shall not be obligated to any Applicant to enter into an Agreement with the Applicant despite the Town's governing body prospectively awarding the Agreement to an Applicant. The Town shall be obligated to a Franchisee if and only if the Town executes an Agreement for the services with the Applicant.

1. No action will lie against the Town to compel the Town to execute any such Agreement, or to recover from the Town any damages, costs, lost profits, expenses, etc., that any Applicant may incur if the Town chooses not to sign such Agreement.
2. Applicant agrees that no enforceable contractual relationship arises until the Town signs the Agreement, that no action shall require the Town to sign such Agreement at any time, and that each Applicant waives all claims to damages, lost profits, costs, expenses, etc., as a result of the Town not signing such Agreement.

3.13 Insurance

The Town has set forth the insurance requirements in the Agreement. Applicants are ***required*** to submit a letter of commitment from an insurance company stating that the Applicant will secure insurance that meets all required insurance requirements and the Applicant will submit certificates of insurance acceptable to the Town by December 15, 2017.

Failure to provide the required insurance documentation as part of the Application will result in disqualification from this RFP process. If Applicant does not submit certificates of insurance by December 15, 2017, the awarded Agreement will be terminated.

3.14 Agreement Modifications

The Town reserves the right to make modifications to the Agreement to more fully effectuate the intent of this RFP and the Town's Non-Exclusive Temporary Construction and Demolition Debris Collection Service program.

3.15 Performance Bond

Applicants are required to submit a separate performance bond from a surety company licensed to do business in the state of California, in a form acceptable to the Town, in the amount of **Ten Thousand Dollars (\$10,000)** within ten (10) calendar days from the date Town Council awards and executes the Agreement(s).

3.16 Withdrawal or Revision of Application Prior to the Closing Time Set for Receiving Applications

An Applicant may, without prejudice, withdraw, modify, or correct an Application after it has been deposited with the Town, provided a request is made in writing to the Town, whose name, address, and contact information is provided herein, and the original Application is withdrawn in its entirety. Modification or corrections of Applications may be made provided such that the entire Application is re-submitted and received by the Town prior to the closing time set for receiving Applications. Applicants are solely responsible for obtaining receipt that its Application was received by the closing time set for receipt of Applications.

An Application in which omissions occur or which has been conditioned by the Franchisee in a manner that is unacceptable to the Town may be rejected. Corrections may be made until the closing time set for receiving Applications. **No modifications or corrections may be made subsequent to the closing time set for receiving Applications.**

3.17 Acceptance or Rejection of Applications

The Town has discretion to do any of the following:

- Issue addenda to the Request for Proposals (“RFP”), including extending or otherwise revising the timeline for submittals;
- Cancel the RFP;
- Request clarification and/or additional information from the Applicant at any point in the procurement process;
- Execute an Agreement on the sole basis of the original Application or any additions to Application submissions;
- Reject any or all Applications, waive irregularities in any Application, accept or reject all or any part of any Application, waive any requirements of the Request for Proposals, as may be deemed to be in the best interest of the Town;
- Reissue the RFP;
- Amend the Town Code;
- Modify the RFP and Agreement through published Addenda; and/or
- Take any other action it deems in the best interest of the Town, its residents and businesses.

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

3.18 Award of Agreement

The award of an Agreement, if made, will be made by the Windsor Town Council based on its determination of which Applications best fulfill the RFP requirements and provide the best value to the Town and its residents and businesses. No award will be made until all necessary investigations have been made to determine the responsiveness and responsibility of the Applicant under consideration. After opening the Applications, the Town may require the selected Applicant(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 Applicants outstanding debt; furthermore, such disclosure shall contain any information of or relating to any and all common ownership, control, management, or common pecuniary benefit the proposing entity, its owners, management, or representatives possess or retain in any other entity now participating, or proposing to participate, in the Agreement with the Town. The Town Council shall be the sole judge as to the responsiveness and the responsibility of the Applicant to satisfactorily perform the work specified within the Agreement.

As soon as practicable after opening the Applications, the Applicant(s) recommended for award of the Agreement will be submitted to the Town Council for approval.

3.19 Addenda

The Applicant shall sign each Addendum issued and shall attach an addendum acknowledgement sheet to its Application in order to have the Application considered.

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

By the submission of an Application to do the work, the Applicant certifies that it has made a careful examination of the Service Area and all RFP and related documents, including the Agreement, and that the Applicant is fully informed concerning the requirements of the RFP and related documents and Agreement, the physical conditions to be encountered in the work, the quality and quantity of service to be performed, and the materials and equipment to be furnished. The Applicant will not be entitled to additional compensation upon subsequently finding that conditions require methods or equipment other than that anticipated in making the Application.

3.21 All Applications are Public Records

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

Therefore, any Application which contains language purporting to render all or significant portions of their Application "Confidential", "Trade Secret", "Proprietary", and fails to provide the exemption information required as described below will automatically be considered a public record in its entirety and shall be disclosed to the requesting party without further consideration or notice.

Do not mark your entire Application as “confidential.”

The Town will not disclose any part of any Application before the Town Council awards and executes Agreements, on the ground that there is a substantial public interest in not disclosing Applications during the evaluation and negotiation process. After the Town awards and executes Agreements, all Applications received in response to this RFP will be subject to public disclosure. If Applicant believes that there are portion(s) of its Application which are exempt from disclosure under the Public Records Act, Applicant must mark it as such and state the specific provision in the Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. For example, if Applicant submits trade secret information, Applicant must plainly mark the information as “Trade Secret” and refer to the appropriate section of the Public Records Act which provides the exemption as well as the factual basis for claiming the exemption.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the Town may not be in a position to establish that the information that an Applicant submits is a trade secret. If a request is made for information marked “Trade Secret” or “Proprietary,” the Town will provide Applicants who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction.

3.22 Subcontractors

Applicants entering into contracts with subcontractors in order to provide the services requested in this RFP must include in their Application responses a copy (or copies) of signed contract(s) with that subcontractor. Subcontractor contracts must meet the requirements of the levels of insurance specified in the Agreement. All subcontractors are subject to approval by the Town.

4.0 APPLICATION PREPARATION INSTRUCTIONS

4.1 Receipt of Applications

The Town will receive Applications to furnish all labor, equipment, materials, tools, insurance, supervision, and all other items incidental thereto, and to perform all work necessary and specified in the prescribed manner and time to provide Non-Exclusive Temporary Construction and Demolition Debris Collection Service in the Town Service Area in accordance with the terms and conditions set forth in the Agreement.

An electronic copy of the Application and all supporting documentation, plus two (2) hard copies of each Application, supporting documentation and Agreement, must be received by the Town by **1:00 p.m. PDT, September 28, 2017.**

**Town Clerk
Windsor Town Hall
9291 Old Redwood Highway, Building 400
Windsor, CA 95492**

The electronic copy of this submittal must be submitted to Kristina Owens **via email** to the following kowens@townofwindsor.com.

The two (2) hard copies must be submitted in a sealed envelope or container plainly labeled in the lower-left corner: "APPLICATION FOR NON-EXCLUSIVE TEMPORARY CONSTRUCTION AND DEMOLITION DEBRIS COLLECTION SERVICE " along with the Application submittal date and time. Applicants must also include their company name and address on the outside of the envelope or container.

Applicants are responsible for making certain that Applications are delivered to the Town at the above address by the due date and time listed above, or as modified by Town addendum. Mailing of an Application or receipts of postal or other delivery agents does not ensure that the Application will be delivered on time or delivered at all.

Applications will be accepted in person, by United States Mail, or by private courier service at the address listed above. No Applications will be accepted by oral communication, telephone, telegraphic transmission, or facsimile transmission. Applications may be withdrawn prior to the above scheduled time set for receipt of Applications. No Applicant may withdraw an Application after the above scheduled time for opening the Applications. Any Application received after the date and hour specified will be rejected and returned unopened to the Applicant.

The Town reserves the right to postpone the date and time for opening Applications through an addendum.

4.2 Preparation of Applications

One electronic copy of the Application and all supporting documentation plus two (2) hard copies of the Application, supporting documentation and Agreement, placed in binders with a cover indicating the company name and Application title, must be submitted. Additional copies may be requested by the Town at its discretion. Please note the following:

- All required original signatures must be in blue ink. All corrections made by the Applicant to any part of the Application must be initialed in blue ink.
- Only one (1) Application from any individual, firm, partnership, or corporation under the same or different names will be considered.
- Applications by corporations must be executed in the corporate name by two corporate officers. The original RFP submitted must be signed as an original. One signature must be from the chairperson, president, or vice-president and the other signature must be from the chief financial officer, assistant treasurer, secretary, or assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- Applications by partnerships must be executed in the partnership name and signed by a partner. His/her title must appear under his/her signature, and the official address of the partnership must be shown below the signature.
- No Applicant shall take exception to the specifications, the Application, or the Agreement. Applications taking exception to the specifications Application, or the Agreement will be rejected as non-responsive.

4.3 Evaluation of Applications

The Town will award franchises to up to seven (7) of the most qualified Applicants without any negotiation of any terms of the Non-Exclusive Temporary Construction and Demolition Debris Collection Service Agreement. The Town, however, is not obligated under any circumstances to award an Agreement to any Applicant under the sole premise that the Applicant has met the minimum qualifications. Accordingly, each Applicant **must** submit a signed Non-Exclusive Temporary Construction and Demolition Debris Collection Service Agreements as part of their Application.

A panel of Town staff and such other parties as the Town deems necessary, (the Evaluation Team) will review all Applications submitted and select the Application(s) that most meet the Town's requirements as specified in the RFP. The evaluation process is summarized below:

First, each Application will be evaluated on a **Pass or Fail** basis to determine compliance with the RFP requirements. Applications must meet (Pass) **ALL** RFP requirements to be deemed as "qualified."

Second, the Evaluation Team will review all passing Applications submitted. Should there be more than seven (7) qualified Applicants, the Evaluation Team will review all Applications submitted and select up to seven (7) Applicants based on the following criteria. The criteria are not in order of ranking or weighting.

- **Approach and Technical Solution**
 - Applicants approach to achieving high diversions standards (30%); and
 - Demonstrated technical feasibility of processing methods and facilities (30%).
- **Experience and Past Performance**
 - Successful operation of Temporary Construction and Demolition Debris Collection Service (20%);
 - References (10%); and

- Litigation history (10%).

4.4 Application Content

Applicants must complete the attached Application, and must submit a signed Agreement as part of their application. Please see the Application in Attachment A for complete application content details. **Failure to submit a signed Non-Exclusive Temporary Construction and Demolition Debris Collection Service Agreement will result in immediate disqualification from this RFP process.** Applicants that do not complete the Application in the specified format will be rejected as non-responsive.