

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into this 9th day of August, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and ABBE & ASSOCIATES, LLC, located at 1028 Fair Oaks Avenue, Alameda, CA 94501, hereinafter referred to as "CONSULTANT".

WITNESSETH:

WHEREAS, the Integrated Waste Management Act of 1989, Assembly Bill 939, codified as Public Resources Code Section 40000, et seq. ("AB 939"), requires that each local jurisdiction in the state divert fifty percent (50%) of discarded materials (using a per capita disposal measurement system) from landfill disposition; and

WHEREAS, in order to comply with state regulations, in 1996, the COUNTY Board of Supervisors ("COUNTY BOARD") adopted the County's Integrated Waste Management Plan, which includes a Source Reduction and Recycling Element, a Household Hazardous Waste Element, a Nondisposal Facility Element, a County Siting Element and a County Integrated Summary Plan. These plans describe programs, activities, and tasks that the County would undertake to achieve AB 939 state-mandated goals; and

WHEREAS, the COUNTY published a Request for Proposal No. 918-5467, dated April 12, 2016, with a closing date of May 18, 2016, hereinafter "RFP", attached hereto as Exhibit "A" and incorporated herein by reference, in order to seek independent and professional consulting services from a qualified firm, as stated therein, to assist the COUNTY to develop a strategic solid waste management plan to administer and manage the various solid waste streams throughout the County; and

WHEREAS, CONSULTANT submitted a Proposal to the COUNTY, dated May 18, 2016, in response to the RFP (hereinafter "CONSULTANT'S Proposal"), attached hereto as Exhibit "B", and incorporated herein by reference; and

WHEREAS, CONSULTANT's Proposal represents to COUNTY that:

1. CONSULTANT is highly qualified to provide efficient and responsive

- 1 independent, professional consulting services to the COUNTY for the
2 development of a comprehensive strategic solid waste management
3 plan;
- 4 2. CONSULTANT is familiar with and has a comprehensive
5 understanding of the solid waste industry and AB 939 regulatory
6 compliance;
- 7 3. CONSULTANT has extensive experience in serving public sector
8 clients;
- 9 4. CONSULTANT proposes a skillful team which has worked on similar
10 engagements for other government agencies; and

11 WHEREAS, COUNTY and CONSULTANT desire to enter into an agreement for
12 the provision of consulting and regulatory compliance review services as requested by
13 the COUNTY and proposed by CONSULTANT.

14 NOW, THEREFORE, the parties agree as follows:

15 I. GENERAL PROVISIONS

16 A. Each party shall designate a person who shall serve as that party's
17 primary contact for the purpose of administering this Agreement. Such designated
18 person shall be known as a "Primary Contact". The County Public Works and Planning,
19 Deputy Director of Resources and Administration ("Deputy Director") shall be the
20 COUNTY'S Primary Contact for the purpose of administering this Agreement for the
21 COUNTY. Ruth Abbe, Principal Partner, shall be the Primary Contact for the
22 CONSULTANT in the CONSULTANT'S performance of its services hereunder. Either
23 party to this Agreement may change its Primary Contact at any time by immediately
24 notifying in writing the other party's then-current Primary Contact of such a change.

25 B. The CONSULTANT will assign CONSULTANT's professionals
26 identified in this Agreement (hereinafter "CONSULTANT's Professional Team") to
27 perform services under this Agreement for the term hereof. CONSULTANT's
28 Professional Team is composed of the following persons:

1	<u>Name:</u>	<u>Professional Staff Level:</u>
2	Ruth Abbe	Principal Solid Waste Planner
3	Portia Maureen Sinnott	Program Analyst
4	Richard Anthony	Service Opportunities Analysis
5	Gary Liss	Policies Analysis and Negotiations
6	Tim Raibley	Facility Analysis & Engineer Support
7	Kevin McCarthy	Negotiations & Financial Analysis

C. As more thoroughly set forth in Article X, the CONSULTANT and the agents and employees of the CONSULTANT, in the performance of the AGREEMENT, shall act in an independent capacity and not as officers or employees of the COUNTY.

D. The parties hereto acknowledge that CONSULTANT, as an independent contractor, intends to use members of CONSULTANT's Professional Team during the term of this Agreement, to provide services to others unrelated to the COUNTY or to this Agreement; however, notwithstanding the provision of such services, CONSULTANT agrees that it will not enter into any other agreements or engagements for other clients which would materially impair CONSULTANT'S ability to have such persons available to perform services under this Agreement.

E. If CONSULTANT replaces any of its team with another one of CONSULTANT'S professionals, CONSULTANT shall promptly notify the COUNTY thereof in writing and provide a replacement professional, at no additional cost to the COUNTY. Such replacement professional shall possess a similar level of industry knowledge, technical experience and expertise required to allow CONSULTANT to fully and properly carry out its obligations under this Agreement, and such replacement professional shall be one who is, in the normal course of CONSULTANT's business, classified by CONSULTANT at the same or higher professional staff level as the professional replaced. The Deputy Director reserves the right to approve or reject any of CONSULTANT's replacement professionals, and the Deputy Director shall promptly notify CONSULTANT of the approval or rejection of such replacement professional following COUNTY'S receipt of notice of said professional's appointment by CONSULTANT.

1 II. SCOPE OF WORK

2 The CONSULTANT shall provide the following consulting services for
3 each of the COUNTY's programs as identified herein and more thoroughly described in
4 the Scope of Work on Pages 19-21 of RFP 918-5467 (Exhibit "A" hereto) and the
5 CONSULTANT's Proposal (Exhibit "B" hereto):

6 A. Assessment of Current and Past Solid Waste Plans: The
7 CONSULTANT shall review, assess and provide input as is necessary to
8 augment/improve the COUNTY's plans, programs and documentation in developing a
9 new comprehensive Solid Waste Master Plan. CONSULTANT understands and
10 acknowledges that the information needs to be appropriate for use in the CalRecycle
11 Five-Year documentation reports.

12 1. Jurisdictional Programs

- 13 a. Source Reduction Recycling Elements (SRRE)
14 b. Household Hazardous Waste Element (HHWE)
15 c. Non-Disposal Facility Element (NDFE)

16 2. Regional programs

- 17 a. Siting Element
18 b. Summary Plan

19 3. Combined planning documents

- 20 a. Joint Powers Agreements ("JPAs")
21 i. JPAs with Cities
22 ii. JPAs with Commissions and Committees
23 b. Memoranda of Understanding ("MOUs")
24 i. MOUs with Cities
25 ii. MOUs with Commissions and Committees

26 B. Exclusive Service Area Program (ESAP) Agreement Assessment:

27 The ESAP was initiated in 2006 for waste collection/hauling and recycling, and is set to
28 expire in 2018. The CONSULTANT shall assist the COUNTY with the following:

1 1. The CONSULTANT shall assist with the process, consistent
2 with current direction from the COUNTY's BOARD, to amend and extend the ESAP
3 Agreements, and any alternative direction that may be forthcoming from the BOARD in
4 connection therewith.

5 2. The CONSULTANT shall develop and outline audit
6 requirements and processes to ensure compliance with agreement requirements.

7 3. The CONSULTANT shall provide business-targeting
8 strategies for meeting the requirements of recently enacted legislation establishing
9 Mandatory Commercial Recycling (AB 341) and Mandatory Commercial Organics
10 Recycling (AB 1826), and propose an appropriate action plan for program
11 implementation.

12 C. Streamlining of Administrative and Reporting Processes: The
13 CONSULTANT shall assist the COUNTY in developing both efficient and effective
14 administrative and reporting processes for:

15 1. All hauler agreements including the master template for both
16 ESAP Agreements and Non-Exclusive Waste Hauler Agreements (NEWHA).

17 2. Permitted facilities
18 a. Transfer stations
19 b. Construction and Demolition Debris ("C & D") processing
20 facilities
21 c. Organics processing facilities
22 d. Recyclables processing facilities

23 3. Jurisdictional Reporting
24 Assist with the development of administrative and reporting
25 protocols as necessary for appropriate tracking of the waste stream in the various
26 jurisdictions and payment of requisite surcharges.

27 D. Funding Methodology Assessment: The CONSULTANT shall
28 review current funding methodologies for the administration and implementation of

County's programs and provide the following:

1. The CONSULTANT shall review, assess, analyze, and provide alternatives to existing funding sources.

2. The CONSULTANT shall develop a strategy for pass-through of landfill and regulatory fee increases to residential and business customers, separate from operational cost increases.

3. The CONSULTANT shall assist with the development of a methodology for rate increase/decrease adjustments.

4. The CONSULTANT shall prepare and provide the specific language for utilization of the new funding methodologies.

E. Regulatory Requirements and Related County Ordinances: The CONSULTANT shall review, analyze, reorganize, and revise for consistency current County ordinances relating to the administration of solid waste collection and disposal, by preparing, in consultation with COUNTY staff, proposed draft provisions which encompass all local, State and Federal regulatory requirements.

F. Education and Outreach Programming: The CONSULTANT shall:

1. Propose Educational and Outreach strategies for all County's programs, both local and regional, to serve the entire County of Fresno.

2. Provide information on opportunities to educate residents and businesses regarding all County programs.

G. Reports and Meetings: For each Task listed in Article IV, Section F, Paragraphs 1 through 6, inclusive, of this Agreement, the CONSULTANT shall prepare a draft report for COUNTY review and comment. The CONSULTANT shall include COUNTY comments as appropriate and prepare and issue a Final Report. In addition, CONSULTANT shall provide staff the opportunity to review the proposed documents for the COUNTY's updated solid waste plans before they are finalized; and if requested by COUNTY upon reasonable (but not less than 10 calendar days) advance notice, the CONSULTANT shall be present at a minimum of four (4) separate

1 stakeholder meetings, including but not limited to meetings of the BOARD.

2 III. OBLIGATIONS OF THE COUNTY

3 A. The Deputy Director and/or his designee shall serve as the County
4 Representative for purposes of administering this Agreement. The responsibilities of
5 the County Representative hereunder shall include scheduling and coordinating
6 meetings with the various stakeholders to obtain their cooperation to enable the
7 CONSULTANT to fulfill its obligations under this Agreement. The County
8 Representative will provide the CONSULTANT with access to all documents requested
9 by the CONSULTANT to fulfill its obligations under this Agreement, and all available
10 reports and records submitted to the COUNTY by solid waste facilities, haulers and
11 regulators. The CONSULTANT shall provide sufficient, advance information to permit
12 the County Representative to fulfill his/her responsibilities hereunder.

13 B. The County Representative shall meet separately with the
14 CONSULTANT, if deemed necessary by COUNTY, to discuss the progress of
15 CONSULTANT's performance of its obligations hereunder. At these meetings, the
16 County Representative also shall present any deviations that CONSULTANT has made
17 from the Work Schedule as defined in Section IV B. Any revision to the Work Schedule
18 shall be agreed upon in writing by both the County Representative and the
19 CONSULTANT.

20 IV. OBLIGATIONS OF THE CONSULTANT

21 A. The CONSULTANT'S performance of its services under this
22 Agreement shall be carried out in accordance with all applicable laws and regulations.

23 B. CONSULTANT shall prepare and submit to the Deputy Director a
24 plan and work schedule indicating the timeline for the completion of each task and
25 submission of related reports ("Work Schedule"). This Work Schedule shall be agreed
26 upon by both the CONSULTANT and the Deputy Director.

27 C. The CONSULTANT's services shall be performed as expeditiously
28 as is consistent with professional skill and the orderly progress of the work, based on

1 the Work Schedule referenced in the immediately preceding Section IV.B.

2 D. The CONSULTANT shall meet separately with the County
3 Representative, if deemed necessary by COUNTY, to discuss the progress of
4 CONSULTANT's performance of its obligations hereunder. A written and electronic
5 status report on progress and instances of failure by either party to comply with the
6 terms of this Agreement shall be provided by the CONSULTANT and discussed during
7 these meetings. The provision of said report to COUNTY shall not, in and of itself, be
8 deemed to be notice to the COUNTY that the CONSULTANT is in breach of this
9 Agreement. At these meetings, the CONSULTANT shall address and discuss
10 CONSULTANT's plan to rectify any deviations from the agreed upon Work Schedule
11 brought to CONSULTANT'S attention by the County Representative. Any revision to
12 the Work Schedule shall be agreed upon in writing by both the County Representative
13 and the CONSULTANT.

14 E. Any reports, information, or other data prepared or assembled by the
15 CONSULTANT under this Agreement shall not be made available to any individual,
16 organization or entity by the CONSULTANT without the express written consent of the
17 COUNTY.

18 F. The CONSULTANT agrees to provide the professional services
19 described below, and as more thoroughly described in the Scope of Work on Pages 19-
20 21 of the RFP, Exhibit "A" hereto. Following CONSULTANT's completion of each of the
21 Tasks listed in Paragraphs 1 through 6, inclusive, of this Section IV.F., and as described
22 in the RFP and the CONSULTANT's Proposal, CONSULTANT shall issue to the Deputy
23 Director a written report in compliance with all applicable laws and regulations and in
24 accordance with professional standards. All reports shall be submitted in hard copy and
25 also shall be provided electronically in software acceptable to COUNTY.

26 1. Task 1--Assessment of Current and Past Solid Waste Plans:
27 The CONSULTANT shall review, assess, and provide input and revisions, as is
28 necessary to augment/improve the County's plans, jurisdictional and regional programs,

JPAs, MOUs and other related documentation for the development of a new comprehensive Solid Waste Master Plan. CONSULTANT understands and acknowledges that the information needs to be appropriate for use in the CalRecycle Five-Year documentation report.

2. Task 2--Exclusive Service Area Program (ESAP) Agreement

Assessment: After performing a detailed review of the ESAP agreements, the CONSULTANT shall assist the COUNTY with: (a) the process to amend and extend the ESAP agreements and any alternative direction that may be forthcoming from the BOARD in connection therewith; (b) develop and outline audit requirements and processes to ensure compliance with agreement requirements; and (c) provide business-targeting strategies for meeting the requirements of recently enacted legislation establishing Mandatory Commercial Recycling (AB 341) and Mandatory Commercial Organics Recycling (AB 1826), and propose an appropriate action plan for program implementation.

3. Task 3--Streamlining of Administrative and Reporting

Processes: The CONSULTANT shall assist the COUNTY in developing both efficient and effective administrative and reporting processes for all hauler agreements, permitted facilities (e.g., transfer stations, C & D, organics and recyclables processing facilities, etc.), and for jurisdictional reporting.

4. Task 4--Funding Methodology Assessment: The

CONSULTANT shall review current funding methodologies for the administration and implementation of County's programs and provide alternatives to existing funding sources; develop strategy for pass-through of landfill and regulation fee increases, separate from operational cost increases to hauler businesses; and develop and propose methodologies for rate increase/decrease adjustments. CONSULTANT also shall develop hauler rate tables for purposes of negotiations with ESAP haulers, consistent with BOARD direction. Additionally, the CONSULTANT shall prepare and provide the specific language for utilization of the new funding methodologies.

1 5. Task 5 --Regulatory Requirements and Related County
2 Ordinances: The CONSULTANT shall review, analyze, reorganize, and revise for
3 consistency current County ordinances relating to the administration of solid waste
4 collection and disposal, by preparing, in consultation with COUNTY staff, proposed draft
5 provisions which encompass all local, State and Federal regulatory requirements.

6 6. Task 6-- Education and Outreach Programming: The
7 CONSULTANT shall propose educational and outreach strategies for all County's
8 programs, both local and regional, to serve the entire County of Fresno and shall
9 provide information on opportunities to educate residents and businesses regarding all
10 County programs.

11 7. Task 7—Project Administration, Issuance of Reports and
12 Meeting Attendance:

13 a. Following CONSULTANT's completion of each of the above
14 listed Tasks 1 through 6, inclusive, as also described in the RFP and in
15 CONSULTANT's Proposal, the CONSULTANT shall prepare a draft report for
16 COUNTY review and comment. The CONSULTANT shall include COUNTY comments
17 as appropriate, and shall prepare and issue a Final Report. All reports shall be
18 submitted in hard copy and shall be provided electronically in software acceptable to
19 COUNTY.

20 b. In addition, CONSULTANT shall provide staff the opportunity
21 to review the proposed documents for the COUNTY's updated solid waste plans before
22 they are finalized; and if requested by COUNTY upon reasonable (but not less than 10
23 calendar days) advance notice, the CONSULTANT shall be present at a minimum of
24 four (4) separate meetings where report(s) will be presented to various stakeholders,
25 including but not limited to meetings of the BOARD.

26 V. TERM

27 This Agreement shall take effect on the date of its approval and execution
28 by the BOARD and shall have an initial term of one (1) year, unless this Agreement is

terminated sooner, as provided herein.

VI. COMPENSATION

A. Total Fee:

Notwithstanding any other provision in this Agreement, the Total Fee for the services required under the initial term of this Agreement shall not exceed One Hundred and Fifty Thousand Dollars (\$150,000).

B. Basic Fee:

The Fee for services required under Article IV, shall be invoiced at the rates shown in the CONSULTANT'S Proposal, and shall not exceed One Hundred and Thirty Thousand and Ninety Dollars (\$130,090).

1. CONSULTANT'S Hourly Rates

Name	Hourly Rates
Ruth Abbe	\$150/hour
Richard Anthony	\$125/hour
Kevin McCarthy	\$210/hour
Gary Liss	\$125/hour
Tim Raibley	\$210/hour
Portia Sinnott	\$125/hour

2. CONSULTANT estimates that the services described herein shall require a total of approximately 744 hours and \$130,090 for all tasks including expenses. Cost and hours proposed by Task include:

<u>Task</u>	<u>Hours</u>	<u>Cost</u>
Task 1	90	\$ 15,420
Task 2	120	\$ 21,720
Task 3	114	\$ 22,500
Task 4	132	\$ 25,200
Task 5	116	\$ 15,750
Task 6	98	\$ 13,500
Task 7	74	\$ 10,500
Expenses -		\$ 5,500
Total		\$130,090

3. The rates herein are to remain in effect for the duration of this Agreement and the total amount of the Basic Fee may not be increased except upon written Amendment to this Agreement.

4. Upon written agreement and authorization by both COUNTY

1 and CONSULTANT, the above amounts may be redistributed within the limits of the
2 Basic Fee with the approval of the County Representative.

3 C. Extra Services:

4 1. A maximum of Nineteen Thousand Nine Hundred Ten
5 Dollars (\$19,910) is hereby allocated to pay for authorized Extra Services provided by
6 CONSULTANT pursuant to this Agreement. Payment of Extra Services in excess of
7 Nineteen Thousand Nine Hundred Ten Dollars (\$19,910) is prohibited except upon
8 written Amendment to this Agreement.

9 2. The CONSULTANT shall not undertake any Extra Services
10 without advance written authorization of the County Representative. The
11 CONSULTANT and COUNTY shall expressly confirm in writing the authorization and
12 maximum cost for any such services before the CONSULTANT is compensated for any
13 work thereon.

14 3. In the event COUNTY expressly authorizes Extra Services,
15 CONSULTANT shall keep complete records showing the hours and description of
16 activities worked by each person assigned to the project and all costs and charges
17 attributable to the Extra Services work so authorized.

18 D. Payments:

19 1. Subject to the maximum amounts payable under this
20 Agreement, progress payments shall be made by the COUNTY upon receipt and
21 approval of the CONSULTANT'S invoices. Payments shall be made on the basis of
22 hours of work performed during the term of the Agreement.

23 2. The CONSULTANT's billing shall clearly identify task to
24 which the work pertains and shall be submitted in order to provide documentation of the
25 allocation of hours and expenses. Progress billing shall be submitted to the following
26 address:

27 ///

28 ///

Fresno County
Department of Public Works and Planning,
Resources Division
Attention: Solid Waste Administration
2220 Tulare Street, Sixth Floor
Fresno, CA 93721

VII. TERMINATION

A. Non-Allocation of Funds - The terms of this Agreement, and the services to be provided thereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated, at any time by giving the CONSULTANT thirty (30) days advance written notice.

B. Breach of Contract - The COUNTY may immediately suspend or terminate this Agreement in whole or in part, where in the determination of the COUNTY there is:

1. An illegal or improper use of funds;
2. A failure to comply with any term of this Agreement;
3. A substantially incorrect or incomplete report submitted to the COUNTY;
4. Improperly performed service.

In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach of this Agreement or any default, which may then exist on the part of the CONSULTANT, nor shall such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default. The COUNTY shall have the right to demand of the CONSULTANT the repayment to the COUNTY of any funds disbursed to the CONSULTANT under this Agreement, which in the judgment of the COUNTY were not expended in accordance with the terms of this Agreement. The CONSULTANT shall promptly refund any such funds upon demand.

C. Without Cause - Under circumstances other than those set forth above, this Agreement may be terminated by COUNTY upon the giving of thirty (30) days

1 advance written notice of an intention to terminate to CONSULTANT.

2 VIII. AUDITS, INSPECTIONS, AND ACCESS TO WORKING PAPERS

3 A. COUNTY has the right under this Agreement to authorize County's
4 Designees to have the right, during CONSULTANT's normal business hours with
5 reasonable, advance notification given to CONSULTANT, to access all of
6 CONSULTANT'S working papers and reports prepared under this Agreement.

7 B. All of CONSULTANT'S working papers and reports must be
8 retained, at the CONSULTANT'S expense, for a minimum of seven (7) years following
9 the completion of CONSULTANT'S performance of its services under this Agreement;
10 and this retention period may be extended for an additional period of up to three (3)
11 years if the COUNTY notifies the CONSULTANT, within such initial seven (7) year
12 retention period, of the need to extend the retention period.

13 IX. MODIFICATION

14 This Agreement may be amended or modified, without, in any way, affecting
15 the remainder, only by mutual written agreement of both parties. Any such written
16 amendment to this Agreement may be approved on the COUNTY's behalf only by its
17 BOARD.

18 X. INDEPENDENT CONTRACTOR

19 In performance of the work, duties and obligations assumed by CONSULTANT
20 under this Agreement, it is mutually understood and agreed that CONSULTANT, including
21 any and all of CONSULTANT's officers, agents, and employees will at all times be acting
22 and performing as an independent CONSULTANT, and shall act in an independent
23 capacity and not as an officer, agent, servant, employee, joint venture, partner, or
24 associate of the COUNTY. Furthermore, COUNTY shall have no right to control or
25 supervise or direct the manner or method by which CONSULTANT shall perform its work
26 and function. However, COUNTY shall retain the right to administer this Agreement so as
27 to verify that CONSULTANT is performing its obligations in accordance with the terms and
28 conditions thereof.

1 CONSULTANT and COUNTY shall comply with all applicable provisions of law
2 and the rules and regulations, if any, of governmental authorities having jurisdiction over
3 matters the subject thereof.

4 Because of its status as an independent CONSULTANT, CONSULTANT shall
5 have absolutely no right to employment rights and benefits available to COUNTY
6 employees. CONSULTANT shall be solely liable and responsible for providing to, or on
7 behalf of, its employees all legally-required employee benefits. In addition,
8 CONSULTANT shall be solely responsible and save COUNTY harmless from all
9 matters relating to payment of CONSULTANT's employees, including compliance with
10 Social Security withholding and all other regulations governing such matters. It is
11 acknowledged that during the term of this Agreement, CONSULTANT may be providing
12 services to others unrelated to the COUNTY or to this Agreement.

13 XI. HOLD HARMLESS

14 CONSULTANT agrees to indemnify, save, hold harmless, and at
15 COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any
16 and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting
17 to COUNTY in connection with the negligent performance, or failure to perform, by
18 CONSULTANT, its officers, agents, or employees under this Agreement, and from any
19 and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting
20 to any person, firm, or corporation who may be injured or damaged by the negligent
21 performance, or failure to perform, of CONSULTANT, its officers, agents, or employees
22 under this Agreement.

23 XII. NON-ASSIGNMENT

24 Neither party shall assign, transfer or sub-contract this Agreement, nor any
25 of its respective rights or duties hereunder, without the prior written consent of the other
26 party.

27 XIII. INSURANCE

28 Without limiting the COUNTY's right to obtain indemnification from

CONSULTANT or any third parties, CONSULTANT, at its sole expense, shall maintain in full force and effect, the following insurance policies:

A. Commercial General Liability

Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

B. Automobile Liability

Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000) per person, Five Hundred Thousand Dollars (\$500,000) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

C. Professional Liability

If CONSULTANT employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance, including an Errors and Omissions insurance policy, with limits of not less than One Million Dollars (\$1,000,000) per occurrence, Three Million Dollars (\$3,000,000) annual aggregate.

D. Worker's Compensation

A policy of Worker's Compensation insurance as may be required by the California Labor Code.

CONSULTANT shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply

1 as primary insurance and any other insurance, or self-insurance, maintained by
2 COUNTY, its officers, agents and employees shall be excess only and not contributing
3 with insurance provided under CONSULTANT'S policies herein. This insurance shall
4 not be cancelled or changed without a minimum of thirty (30) days advance written
5 notice given to COUNTY. Notwithstanding the foregoing, the COUNTY shall be given
6 ten (10) days advance written notice in the event of cancellation for nonpayment of
7 premium.

8 Within thirty (30) days from the date CONSULTANT signs and executes
9 this Agreement, CONSULTANT shall provide certificates of insurance and endorsement
10 as stated above for all of the foregoing policies, as required herein, delivered to "County
11 of Fresno, attention, Solid Waste Administration," stating that all such insurance
12 coverage has been obtained and is in full force; that the County of Fresno, its officers,
13 agents and employees will not be responsible for any premiums on the policies; that
14 such Commercial General Liability insurance names the County of Fresno, its officers,
15 agents and employees, individually and collectively, as additional insured, but only
16 insofar as the operations under this Agreement are concerned; that such coverage for
17 additional insured shall apply as primary insurance and any other insurance, or
18 self-insurance, maintained by COUNTY, its officers, agents and employees, shall be
19 excess only and not contributing with insurance provided under CONSULTANT'S
20 policies herein; and that this insurance shall not be cancelled or changed without a
21 minimum of thirty (30) days advance, written notice given to COUNTY. Notwithstanding
22 the foregoing, the COUNTY shall be given ten (10) days advance written notice in the
23 event of cancellation for nonpayment of premium.

24 In the event CONSULTANT fails to keep in effect at all times insurance
25 coverage as herein provided, the COUNTY may, in addition to other remedies it may
26 have, suspend, or terminate this Agreement upon the occurrence of such event.

27 All policies shall be issued by admitted insurers licensed to do business in
28 the State of California, and such insurance shall be purchased from companies

possessing a current A.M. Best, Inc. rating of A FSC VII or better.

XIV. NOTICES

The persons and their addresses having authority to give and receive notices under this Agreement include the following:

COUNTY OF FRESNO

John R. Thompson,
Deputy Director of Resources
& Administration
Public Works and Planning
2220 Tulare Street, 6th Floor
Fresno, CA 93721

CONSULTANT

ABBE & ASSOCIATES, LLC
1028 Fair Oaks Avenue
Alameda, CA 94501

Any and all notices between the COUNTY and the CONSULTANT provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal services, when deposited in the United States Mail, postage prepaid, addressed to such party.

XV. GOVERNING LAW

Venue for any action arising out of or related to this Agreement shall only be in Fresno County, California.

The rights and obligations of the parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

XVI. DISCLOSURE OF SELF-DEALING TRANSACTIONS

This provision is only applicable if the CONSULTANT is operating as a corporation (a for-profit or non-profit corporation) or if during the term of the agreement, the CONSULTANT changes its status to operate as a corporation.

Members of the CONSULTANT's Board of Directors shall disclose any self-dealing transactions that they are a party to while CONSULTANT is providing goods or performing services under this agreement. A self-dealing transaction shall mean a transaction to which the CONSULTANT is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall

disclose any self-dealing transactions that they are a party to by completing and signing a Self-Dealing Transaction Disclosure Form, attached hereto within Exhibit A and incorporated herein by reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or immediately thereafter.

XVII. INCONSISTENCIES

In the event of any inconsistency in interpreting the documents which constitute this Agreement, the inconsistency shall be resolved by giving precedence in the following order of priority: (1) the text of this Agreement, excluding the Exhibits attached to this Agreement; (2) the COUNTY'S Request for Proposal No. 918-5467, attached as Exhibit "A" hereto; and (3) the CONSULTANT's Proposal made in response to COUNTY'S Request for Proposal No. 918-5467, attached as Exhibit "B" hereto.

XVIII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the CONSULTANT and COUNTY with respect to the subject matter hereof and supersedes all previous Agreement negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement.

///

///

///

///

///

///

///

///

///

///

///

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of
2 the day and year first hereinabove written.

3 ABBE & ASSOCIATES LLC

COUNTY OF FRESNO

4
5 BY: Ruth C Abbe
6 Ruth Abbe, Principal

Ernest Buddy Mendes
Ernest Buddy Mendes, Chairman
Board of Supervisors

7
8 REVIEWED AND RECOMMENDED
9 FOR APPROVAL

ATTEST:
Bernice E. Seidel, Clerk
Board of Supervisors

10 By: Steven E. White
11 Steven E. White, Director
12 Department of Public Works and
Planning

By: Rosei Cuyf
Deputy

13 APPROVED AS TO LEGAL FORM
14 Daniel C. Cederborg
County Counsel

15 By: M. A. E. A.
16 Deputy

17
18 APPROVED AS TO ACCOUNTING
19 FORM
20 Vicki Crow, C.P.A.
Auditor-Controller/ Treasurer-Tax
Collector

21 By: Ala E. Crow
22 Deputy

23 FOR ACCOUNTING USE ONLY
24 Fund: 9015
25 Subclass 0701
26 Org. No 15001
27 Account 7295
28

COUNTY OF FRESNO

REQUEST FOR PROPOSAL

NUMBER: 918-5467

SOLID WASTE PLANNING CONSULTANT

Issue Date: April 12, 2016

Closing Date: MAY 18, 2016

Proposal will be considered LATE when the official Purchasing time clock reads 2:00 P.M.

Questions regarding this RFP should be directed to: Nick Chin,
phone (559) 600-7113 or e-mail countypurchasing@co.fresno.ca.us.

Check County of Fresno Purchasing's website at
<https://www2.co.fresno.ca.us/0440/Bids/BidsHome.aspx>
for any future addenda.

Please submit all Proposals to:

County of Fresno - Purchasing
4525 E. Hamilton Avenue, 2nd Floor
Fresno, CA 93702-4599

BIDDER TO COMPLETE

Undersigned agrees to furnish the commodity or service stipulated in the attached response at the prices and terms stated, subject to the attached "County of Fresno Purchasing Standard Instructions And Conditions For Requests For Proposals (RFP's) And Requests For Quotations (RFQ's)".

COMPANY

ADDRESS

CITY

STATE

ZIP CODE

()

TELEPHONE NUMBER

()

FACSIMILE NUMBER

E-MAIL ADDRESS

SIGNATURE (IN BLUE INK)

PRINT NAME

TITLE

PURCHASING USE: NC:ssj

ORG/Requisition: 9015 / 9011600028

COUNTY OF FRESNO PURCHASING

STANDARD INSTRUCTIONS AND CONDITIONS FOR REQUESTS FOR PROPOSALS (RFP'S) AND REQUESTS FOR QUOTATIONS (RFQ'S)

Note: the reference to "bids" in the following paragraphs applies to RFP's and RFQ's

GENERAL CONDITIONS

By submitting a bid the bidder agrees to the following conditions. These conditions will apply to all subsequent purchases based on this bid.

1. BID PREPARATION:

- A) All prices and notations must be typed or written in ink. No erasures permitted. Errors may be crossed out, initialed and corrections printed in ink by person signing bid.
- B) Brand Names: Brand names and numbers when given are for reference. Equal items will be considered, provided the offer clearly describes the article and how it differs from that specified. In the absence of such information it shall be understood the offering is exactly as specified.
- C) State brand or make of each item. If bidding on other than specified, state make, model and brand being bid and attach supporting literature/specifications to the bid.
- D) Bid on each item separately. Prices should be stated in units specified herein. All applicable charges must be quoted; charges on invoice not quoted herein will be disallowed.
- E) Time of delivery is a part of the consideration and must be stated in definite terms and must be adhered to. F.O.B. Point shall be destination or freight charges must be stated.
- F) All bids must be dated and signed with the firm's name and by an authorized officer or employee.
- G) Unless otherwise noted, prices shall be firm for one hundred eighty (180) days after closing date of bid.

2. SUBMITTING BIDS:

- A) Each bid must be submitted on forms provided in a sealed envelope/package with bid number and closing date and time on the outside of the envelope/package.
- B) Interpretation: Should any discrepancies or omissions be found in the bid specifications or doubt as to their meaning, the bidder shall notify the Buyer in writing at once. The County shall not be held responsible for verbal interpretations. Questions regarding the bid must be received by Purchasing stated within this document. All addenda issued shall be in writing, duly issued by Purchasing and incorporated into the contract.
- C) **ISSUING AGENT/AUTHORIZED CONTACT:** This RFP/RFQ has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFP/RFQ, its content, and all issues concerning it.

All communication regarding this RFP/RFQ shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFP/RFQ is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of

contact for discussions or information pertaining to the RFP/RFQ. Contact with any other County representative, including elected officials, for the purpose of discussing this RFP/RFQ, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFP/RFQ, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

- D) Bids received after the closing time will NOT be considered.
- E) Bidders are to bid what is specified or requested first. If unable to or unwilling to, bidder may bid alternative or option, indicating all advantages, disadvantages and their associated cost.
- F) Public Contract Code Section 7028.15

Where the State of California requires a Contractor's license, it is a misdemeanor for any person to submit a bid unless specifically exempted.

3. FAILURE TO BID:

- A) If not bidding, return bid sheet and state reason for no bid or your name may be removed from mailing list.

4. TAXES, CHARGES AND EXTRAS:

- A) County of Fresno is subject to California sales and/or use tax (8.225%). Please indicate as a separate line item if applicable.
- B) **DO NOT** include Federal Excise Tax. County is exempt under Registration No. 94-73-03401-K.
- C) County is exempt from Federal Transportation Tax. Exemption certificate is not required where shipping papers show consignee as County of Fresno.
- D) Charges for transportation, containers, packing, etc. will not be paid unless specified in bid.

Proposal No. 918-5467

5. W-9 – REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION & CALIFORNIA FORM 590 WITHHOLDING EXEMPTION CERTIFICATE:

Upon award of bid, the vendor shall submit to County Purchasing, a completed IRS Form W-9 - Request for Taxpayer Identification Number and Certification and a California Form 590 Withholding Exemption Certificate if not currently a County of Fresno approved vendor.

6. AWARDS:

- A) Award(s) will be made to the most responsive responsible bidder; however, the Fresno County Local Vendor Preference and/or the Disabled Veteran Business Enterprise Preference shall take precedence when applicable. Said Preferences apply only to Request for Quotations for materials, equipment and/or supplies only (no services); the preference do not apply to Request for Proposals. RFQ evaluations will include such things as life-cycle cost, availability, delivery costs and whose product and/or service is deemed to be in the best interest of the County. The County shall be the sole judge in making such determination.
- B) Unless bidder gives notice of all-or-none award in bid, County may accept any item, group of items or on the basis of total bid.
- C) The County reserves the right to reject any and all bids and to waive informalities or irregularities in bids.
- D) Award Notices are tentative: Acceptance of an offer made in response to this RFP/RFQ shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.
- E) After award, all bids shall be open to public inspection. The County assumes no responsibility for the confidentiality of information offered in a bid.

7. TIE BIDS:

All other factors being equal, the contract shall be awarded to the Fresno County vendor or, if neither or both are Fresno County vendors, it may be awarded by the flip of a coin in the presence of witnesses or the entire bid may be rejected and re-bid. If the General Requirements of the RFQ state that they are applicable, the provisions of the Fresno County Local Vendor Preference shall take priority over this paragraph.

8. PATENT INDEMNITY:

The vendor shall hold the County, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with this bid.

9. SAMPLES:

Samples, when required, must be furnished and delivered free and, if not destroyed by tests, will upon written request (within thirty (30) days of bid closing date) be returned at the bidder's expense. In the absence of such notification, County shall have the right to dispose of the samples in whatever manner it deems appropriate.

10. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

- A) In case of default by vendor, the County may procure the articles or service from another source and may recover the cost difference and related expenses occasioned thereby from any unpaid balance due the vendor or by proceeding against performance bond of the vendor, if

any, or by suit against the vendor. The prices paid by the County shall be considered the prevailing market price at the time such purchase is made.

- B) Articles or services, which upon delivery inspection do not meet specifications, will be rejected and the vendor will be considered in default. Vendor shall reimburse County for expenses related to delivery of non-specified goods or services.
- C) Regardless of F.O.B. point, vendor agrees to bear all risks of loss, injury or destruction to goods and materials ordered herein which occur prior to delivery and such loss, injury or destruction shall not release vendor from any obligation hereunder.

11. DISCOUNTS:

Terms of less than fifteen (15) days for cash payment will be considered as net in evaluating this bid. A discount for payment within fifteen (15) days or more will be considered in determining the award of bid. Discount period will commence either the later of delivery or receipt of invoice by the County. Standard terms are Net forty-five (45) days.

12. SPECIAL CONDITIONS IN BID SCHEDULE SUPERSEDE GENERAL CONDITIONS:

The "General Conditions" provisions of this RFP/RFQ shall be superseded if in conflict with any other section of this bid, to the extent of any such conflict.

13. SPECIAL REQUIREMENT:

With the invoice or within twenty-five (25) days of delivery, the seller must provide to the County a Material Safety Data Sheet for each product, which contains any substance on "The List of 800 Hazardous Substances", published by the State Director of Industrial Relations. (See Hazardous Substances Information and Training Act, California State Labor Code Sections 6360 through 6399.7.)

14. RECYCLED PRODUCTS/MATERIALS:

Vendors are encouraged to provide and quote (with documentation) recycled or recyclable products/materials which meet stated specifications.

15. YEAR COMPLIANCE WARRANTY:

Vendor warrants that any product furnished pursuant to this Agreement/order shall support a four-digit year format and be able to accurately process date and time data from, into and between the twentieth and twenty-first centuries, as well as leap year calculations. "Product" shall include, without limitation, any piece or component of equipment, hardware, firmware, middleware, custom or commercial software, or internal components or subroutines therein. This warranty shall survive termination or expiration of this Agreement.

In the event of any decrease in product functionality or accuracy related to time and/or date data related codes and/or internal subroutines that impede the product from operating correctly using dates beyond December 31, 1999, vendor shall restore or repair the product to the same level of functionality as warranted herein, so as to minimize interruption to County's ongoing business process, time being of the essence. In the event that such warranty compliance requires the acquisition of additional programs, the expense for any such associated or additional acquisitions, which may be required, including, without limitation, data conversion tools, shall be borne exclusively by vendor. Nothing in this warranty shall be construed to limit any rights or remedies the County may otherwise have under this Agreement with respect to defects other than year performance.

Proposal No. 918-5467

16. PARTICIPATION:

Bidder may agree to extend the terms of the resulting contract to other political subdivision, municipalities and tax-supported agencies.

Such participating Governmental bodies shall make purchases in their own name, make payment directly to bidder, and be liable directly to the bidder, holding the County of Fresno harmless.

17. CONFIDENTIALITY:

All services performed by vendor shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code, California Welfare and Institutions Code, Health and Safety Code, California Code of Regulations, Code of Federal Regulations.

Vendor shall submit to County's monitoring of said compliance.

Vendor may be a business associate of County, as that term is defined in the "Privacy Rule" enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a HIPAA Business Associate, vendor may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of County as specified by the County, provided that such use or disclosure shall not violate HIPAA and its implementing regulations. The uses and disclosures of PHI may not be more expansive than those applicable to County, as the "Covered Entity" under HIPAA's Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate.

Vendor shall not use or further disclose PHI other than as permitted or required by the County, or as required by law without written notice to the County.

Vendor shall ensure that any agent, including any subcontractor, to which vendor provides PHI received from, or created or received by the vendor on behalf of County, shall comply with the same restrictions and conditions with respect to such information.

18. APPEALS:

Appeals must be submitted in writing within seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFP/RFQ. Appeals should be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue, Fresno, California 93702-4599 and in Word format to gcornuelle@co.fresno.ca.us. Appeals should address only areas regarding RFP/RFQ contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP/RFQ process.

Purchasing will provide a written response to the complainant within seven (7) working days unless the complainant is notified more time is required.

If the protesting bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the Purchasing Agent/CAO within seven (7) working days after Purchasing's notification; except if, notified to appeal directly to the Board of Supervisors at the scheduled date and time.

If the protesting bidder is not satisfied with Purchasing Agent/CAO's decision, the final appeal is with the Board of Supervisors.

19. OBLIGATIONS OF CONTRACTOR:

A) CONTRACTOR shall perform as required by the ensuing contract. CONTRACTOR also warrants on behalf of itself and all subcontractors engaged for the performance of the ensuing contract that only persons

authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

B) CONTRACTOR shall obey all Federal, State, local and special district laws, ordinances and regulations.

20. AUDITS & RETENTION:

The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three (3) years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

21. DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS:

Applies to Request for Proposal (RFP); does not apply to Request for Quotation (RFQ) unless specifically stated elsewhere in the RFQ document.

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as "Bidder"):

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
 - fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
 - violation of a federal or state antitrust statute;
 - embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
 - false statements or receipt of stolen property

Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

22. DATA SECURITY:

Individuals and/or agencies that enter into a contractual relationship with the COUNTY for the purpose of providing services must employ adequate controls and data security measures, both internally and externally to ensure and protect the confidential information and/or data provided to contractor by the COUNTY, preventing the potential loss, misappropriation or inadvertent access, viewing, use or disclosure of COUNTY data including sensitive or personal client information; abuse of COUNTY resources; and/or disruption to COUNTY operations.

Individuals and/or agencies may not connect to or use COUNTY networks/systems via personally owned mobile, wireless or handheld devices unless authorized by COUNTY for telecommuting purposes and provide a secure connection; up to date virus protection and mobile devices must have the remote wipe feature enabled. Computers or computer peripherals including mobile storage devices may not be used (COUNTY or Contractor device) or brought in for use into the COUNTY's system(s) without prior authorization from COUNTY's Chief Information Officer and/or designee(s).

Proposal No. 918-5467

No storage of COUNTY's private, confidential or sensitive data on any hard-disk drive, portable storage device or remote storage installation unless encrypted according to advance encryption standards (AES of 128 bit or higher).

The COUNTY will immediately be notified of any violations, breaches or potential breaches of security related to COUNTY's confidential information, data and/or data processing equipment which stores or processes COUNTY data, internally or externally.

COUNTY shall provide oversight to Contractor's response to all incidents arising from a possible breach of security related to COUNTY's confidential client information. Contractor will be responsible to issue any notification to affected individuals as required by law or as deemed necessary by COUNTY in its sole discretion. Contractor will be responsible for all costs incurred as a result of providing the required notification.

23. PURCHASING LOCATION & HOURS:

Fresno County Purchasing is located at 4525 E. Hamilton Avenue (**second floor**), Fresno, CA 93702. Non-holiday hours of operation are Monday through Friday, 8:00 A.M. to 12:00 Noon and 1:00 P.M. to 5:00 P.M. PST; Purchasing is closed daily from 12:00 Noon to 1:00 P.M. The following holiday office closure schedule is observed:

January 1*	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
Third Monday in February	Washington - Lincoln Day
March 31*	Cesar Chavez' Birthday
Last Monday in May	Memorial Day
July 4*	Independence Day
First Monday in September	Labor Day
November 11*	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
Friday following Thanksgiving	
December 25*	Christmas

* When this date falls on a Saturday, the holiday is observed the preceding Friday. If the date falls on a Sunday, the holiday is observed the following Monday.

24. FRESNO COUNTY BOARD OF SUPERVISORS ADMINISTRATIVE POLICIES:

ADMINISTRATIVE POLICY NUMBER 5

Contract Salary Limitation Fresno

County Administrative Policy No. 5 provides that in contracts with non-profit organizations that primarily serve Fresno County and professional service contracts where Fresno County is the sole client, the contractors must agree to the following contract language: "The contractor agrees to limit administrative cost to a maximum of 15% of the total program budget and to limit employee benefits to a maximum of 20% of total salaries for those employees working under this agreement during the term of the agreement. Failure to conform to this provision will be grounds for contract termination at the option of the County of Fresno." Any bidder that wishes an exemption from this contract requirements must set forth the request for exemption, as

well as a complete explanation of why the exemption should be granted, in the bidder's response to the RFP. Only the Board of Supervisors can approve such exemption.

Policy Statement: Contractors shall be limited to a maximum 15% administrative cost as compared to the total program budget and employee benefits shall be limited to a maximum of 20% of salaries.

The following language will be included in each applicable contract:

"The contractor agrees to limit administrative cost to a maximum of 15% of the total program budget and to limit employee benefits to a maximum of 20% of total salaries for those employees working under this agreement during the term of this agreement. Failure to conform to this provision will be grounds for contract termination at the option of the County of Fresno."

The above provision shall be applied to renewal or multi-year contracts with non-profit organizations which primarily serve Fresno County and professional services contracts where

Fresno County is the sole client, such as:

- Community based organization service contracts related to social services, health services, or probation services.
- Cultural art program contracts.
- Professional services contracts.

This policy will not apply to contracts between the County and the Federal or State governments; or one-time contracts. The Board of Supervisors will consider exemptions to this policy only upon the recommendation of the County Administrative Office.

Management Responsibility: It shall be the responsibility of any County official authorized by the Board of Supervisors to execute contracts or enter into agreements on behalf of the County to review all applicable contracts to insure that this policy is fully enforced.

It shall be the responsibility of the County Administrative Officer to review requests for exemptions to this policy and to make recommendations to the Board of Supervisors on such requests for exemption.

ADMINISTRATIVE POLICY NUMBER 34

Competitive Bids and Requests for Proposals

Fresno County Administrative Policy No. 34 provides that no person, firm or subsidiary thereof who has been awarded a consulting services contract by the County, may submit a bid for, or be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract. Any bidder that wishes an exemption from this contract limitation must set forth the request for exemption, as well as a complete explanation of why the exemption should be granted, in the bidder's response to the RFP. Only the Board of Supervisors, on a four-fifths (4/5) vote finding that such waiver is in the best interests of the County, can waive this policy.

Definitions: Purchasing Authority and Responsibility – In accordance with the State of California Government Code Section 25500 et seq., and the Fresno County Ordinance Code Chapter 2.56, the Board of Supervisors has established a County Purchasing Agent. The Board has designated the County Administrative Officer as the Purchasing Agent. Unless otherwise restricted, all necessary authority and responsibility has been delegated to the Purchasing Agent to satisfy the acquisition requirements of the County. The Purchasing Agent may defer day-to-day acquisition management to the Purchasing Manager as appropriate.

Proposal No. 918-5467

Policy Statement: Competitive bids or requests for proposals shall be secured for all contracts for goods or services which are proposed to be acquired by the County except when in unusual or extraordinary circumstances, a department head, requests an exception to competitive bidding. All such requests must be documented by the department head including a detailed description of the facts justifying the exception. The request must receive concurrence of the procurement authority who will sign that particular contract i.e. the Board of Supervisors or Purchasing Agent/Purchasing Manager. The following circumstances are examples which constitute "Suspension of Competition":

- In an emergency when goods or services are immediately necessary for the preservation of the public health, welfare, or safety, or for the protection of County property.
- When the contract is with a federal, state, or local governmental agency.
- When the department head, with the concurrence of the Purchasing Agent, finds that the cost of preparing and administering a competitive bidding process in a particular case will equal or exceed the estimated contract amount or \$1,000 whichever is more.
- When a contract provides only for payment of per diem and travel expenses and there is to be no payment for services rendered.
- When obtaining the services of expert witnesses for litigation or special counsel to assist the County.
- When in unusual or extraordinary circumstances, the Board of Supervisors or the Purchasing Agent/Purchasing Manager determines that the best interests of the County would be served by not securing competitive bids or issuing a request for proposal.

Contracts for services should not usually cover a period of more than one year although a longer period may be approved in unusual circumstances. Multiple year contracts must include provisions for early termination and must be contingent on available funding. Unless exempted as provided for above, no contract for service shall extend, either by original contract or by extension, beyond three years unless competitive bids have been sought or a Request for Proposal has been processed.

During any competitive bidding procedure, all bids shall be opened publicly and the dollar amount of each bid shall be read aloud. Under no circumstance shall a bid which is received at the designated place of opening after the closing time be opened or considered.

Contracts for goods or services shall not be effective until approved by the Board of Supervisors or, if appropriate, the Purchasing Agent/Purchasing Manager. Contractors and vendors shall be advised by the responsible department head that performance under the contract may not commence prior to such approval.

Medical Professional Contracts

The competitive recruitment process, annual performance evaluation, and periodic salary surveys are equivalent to competitive bids for independent physicians contracting with the County on a fee for service basis.

A salary survey for physician services shall be conducted every two years.

Contracts for physician services shall not extend, either by original contract or by extension, beyond five years unless competitive bids have been sought or unless exempted as provided above.

Contracts for Legal Services

The competitive recruitment process, annual performance evaluation, and

periodic salary surveys are equivalent to competitive bids for independent law firms and attorneys contracting with the County on a fee for service basis.

A salary survey for legal services shall be conducted every two years.

The selection of and contracting with firms to provide legal services shall be coordinated through the County Counsel's Office. The County Counsel shall assist in securing a law firm with the requisite legal expertise and price structure that would provide the best service to the County. County Counsel shall be involved throughout the process of selecting a firm, developing a contract, and monitoring the billing and services provided throughout the contract period.

Prohibited Bids Concerning End Product of Consulting Contracts

No person, firm, or subsidiary thereof who has been awarded a consulting services contract by the County, shall be awarded a contract for the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract. This policy may be waived by the Board of Supervisors on a four-fifths (4/5) vote finding that such waiver is in the best interests of the County.

Management Responsibility: The County Administrative Officer is responsible for preparing and issuing written procedures to assure compliance with this policy by all County officials and departments.

ADMINISTRATIVE POLICY NUMBER 71

Prohibiting the Use of Public Funds for Political Advocacy

Fresno County Administrative Policy No. 71 provides that no County assets, including money, shall be used for political campaigns of any type. Political campaigns are defined as political advocacy for or opposition to a matter or person that has qualified for the ballot. No contract entered into by the County shall provide for use of County monies for political campaigns.

Policy Statement: Government assets, including money, grant funds, paid staff time, equipment and supplies, facilities or any other government asset shall not be used for political campaigns of any type. Political campaigns are defined as political advocacy for or opposition to a matter or person that has qualified for the ballot.

Management Responsibility: Department Heads shall be held responsible for ensuring that government assets within their control are not used to advocate for or against any matter or person that has qualified for the ballot.

This section does not prohibit the expenditure of government assets to create and provide informational or educational materials regarding a matter that has qualified for the ballot. Such information or educational materials shall provide a fair, accurate and impartial presentation of relevant information relating to the matter that has qualified for the ballot. However, government assets shall not be expended to create and provide such informational or educational materials in the 90 days prior to the election unless specifically authorized by the Board of Supervisors or required by the Public Records Act or other law.

TABLE OF CONTENTS

	<u>PAGE</u>
OVERVIEW	3
KEY DATES	3
TRADE SECRET ACKNOWLEDGEMENT	4
DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS	6
REFERENCE LIST	9
PARTICIPATION	10
GENERAL REQUIREMENTS	11
BIDDING INSTRUCTIONS AND REQUIREMENTS	17
SCOPE OF WORK.....	19
COST PROPOSAL.....	22
PROPOSAL CONTENT REQUIREMENTS.....	23
AWARD CRITERIA	26
CHECK LIST	27

OVERVIEW

CONSULTANT FOR REVISION OF REGIONAL SOLID WASTE MANAGEMENT PLAN AND REDEVELOPMENT OF INTEGRATED SYSTEMS

The County of Fresno, Department of Public Works and Planning (COUNTY) is currently requesting proposals for consulting services from qualified consultant(s) (CONSULTANT), with at least five (5) years of directly related experience in developing strategic planning and masterplans, including analysis and related services for the management of solid waste in Fresno County.

The COUNTY has executed various agreements and related ordinances to administer, manage, and oversee solid waste program implementation to meet Federal, State, and Local regulatory mandates. The COUNTY is now seeking to update and revise all solid waste program planning. The CONSULTANT would assess, review, and analyze current plans, agreements, MOUs, JPAs, ordinances, representative commissions and representative bodies, and review all related supportive documentation including financial documentation.

KEY DATES

RFP Issue Date:	April 12, 2016
Vendor Conference: <i>Vendors are to contact Nick Chin at (559) 600-7113 if planning to attend vendor conference.</i>	April 25, 2016 at 2:00 P.M. County of Fresno Purchasing 4525 E. Hamilton Avenue, 2 nd Floor Fresno, CA 93702
Deadline for Written Requests for Interpretations or Corrections of RFP:	April 29, 2016 at 10:00 A.M. E-Mail: CountyPurchasing@co.fresno.ca.us
RFP Closing Date:	May 18, 2016 at 2:00 P.M. County of Fresno Purchasing 4525 E. Hamilton Avenue, 2 nd Floor Fresno, CA 93702

TRADE SECRET ACKNOWLEDGEMENT

All proposals received by the County shall be considered "Public Record" as defined by Section 6252 of the California Government Code. This definition reads as follows:

"...Public records" includes any writing containing information relating to the conduct of the public's business prepared, owned, used or retained by any state or local agency regardless of physical form or characteristics "Public records" in the custody of, or maintained by, the Governor's office means any writing prepared on or after January 6, 1975."

Each proposal submitted is Public record and is therefore subject to inspection by the public per Section 6253 of the California Government Code. This section states that "every person has a right to inspect any public record".

The County will not exclude any proposal or portion of a proposal from treatment as a public record except in the instance that it is submitted as a trade secret as defined by the California Government Code. Information submitted as proprietary, confidential or under any other such terms that might suggest restricted public access will not be excluded from treatment as public record.

"Trade secrets" as defined by Section 6254.7 of the California Government Code are deemed not to be public record. This section defines trade secrets as:

"...Trade secrets," as used in this section, may include, but are not limited to, any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data or compilation of information that is not patented, which is known only to certain individuals within a commercial concern who are using it to fabricate, produce, or compound an article of trade or a service having commercial value and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it."

Information identified by bidder as "trade secret" will be reviewed by County of Fresno's legal counsel to determine conformance or non-conformance to this definition. Such material should be submitted in a separate binder marked "Trade Secret". Examples of material not considered to be trade secrets are pricing, cover letter, promotional materials, etc.

INFORMATION THAT IS PROPERLY IDENTIFIED AS TRADE SECRET AND CONFORMS TO THE ABOVE DEFINITION WILL NOT BECOME PUBLIC RECORD. COUNTY WILL SAFEGUARD THIS INFORMATION IN AN APPROPRIATE MANNER.

Information identified by bidder as trade secret and determined not to be in conformance with the California Government Code definition shall be excluded from the proposal. Such information will be returned to the bidder at bidder's expense upon written request.

Trade secrets must be submitted in a separate binder that is plainly marked "Trade Secrets."

The County shall not in any way be liable or responsible for the disclosure of any proposals or portions thereof, if they are not (1) submitted in a separate binder that is plainly marked "Trade Secret" on the outside; and (2) if disclosure is required or allowed under the provision of law or by order of Court.

Vendors are advised that the County does not wish to receive trade secrets and that vendors are not to supply trade secrets unless they are absolutely necessary.

TRADE SECRET ACKNOWLEDGEMENT

I have read and understand the above "Trade Secret Acknowledgement."

I understand that the County of Fresno has no responsibility for protecting information submitted as a trade secret if it is not delivered in a separate binder plainly marked "Trade Secret." I also understand that all information my company submits, except for that information submitted in a separate binder plainly marked "Trade Secret," are public records subject to inspection by the public. This is true no matter whether my company identified the information as proprietary, confidential or under any other such terms that might suggest restricted public access.

Enter company name on appropriate line:

_____ (Company Name)	Has submitted information identified as Trade Secrets in a separate marked binder.**
_____ (Company Name)	Has not submitted information identified as Trade Secrets. Information submitted as proprietary confidential or under any other such terms that might suggest restricted public access will not be excluded from treatment as public record.

ACKNOWLEDGED BY:

_____ Signature (In Blue Ink)	()	_____ Telephone
_____ Print Name and Title	_____ Date	
_____ Address		
_____ _____ _____		
_____ City	_____ State	_____ Zip

**Bidders brief statement that clearly sets out the reasons for confidentiality in conforming with the California Government Code definition.

DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as “Bidder”):

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
 - fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
 - violation of a federal or state antitrust statute;
 - embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
 - false statements or receipt of stolen property
- Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

Disclosure of the above information will not automatically eliminate a Bidder from consideration. The information will be considered as part of the determination of whether to award the contract and any additional information or explanation that a Bidder elects to submit with the disclosed information will be considered. If it is later determined that the Bidder failed to disclose required information, any contract awarded to such Bidder may be immediately voided and terminated for material failure to comply with the terms and conditions of the award.

Any Bidder who is awarded a contract must sign an appropriate Certification Regarding Debarment, Suspension, and Other Responsibility Matters. Additionally, the Bidder awarded the contract must immediately advise the County in writing if, during the term of the agreement: (1) Bidder becomes suspended, debarred, excluded or ineligible for participation in federal or state funded programs or from receiving federal funds as listed in the excluded parties list system (<http://www.epls.gov>); or (2) any of the above listed conditions become applicable to Bidder. The Bidder will indemnify, defend and hold the County harmless for any loss or damage resulting from a conviction, debarment, exclusion, ineligibility or other matter listed in the signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS--PRIMARY COVERED TRANSACTIONS**

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

CERTIFICATION

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it, its owners, officers, corporate managers and partners:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature:
(in blue ink)

Date:

(Printed Name & Title)

(Name of Agency or Company)

VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR PROPOSAL

Firm: _____

REFERENCE LIST

Provide a list of at least five (5) customers for whom you have recently provided similar services. Be sure to include all requested information.

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Date: _____
 Service Provided: _____

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Date: _____
 Service Provided: _____

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Date: _____
 Service Provided: _____

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Date: _____
 Service Provided: _____

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Date: _____
 Service Provided: _____

Failure to provide a list of at least five (5) customers may be cause for rejection of this RFP.

PARTICIPATION

The County of Fresno is a member of the Central Valley Purchasing Group. This group consists of Fresno, Kern, Kings, and Tulare Counties and all governmental, tax supported agencies within these counties.

Whenever possible, these and other tax supported agencies co-op (piggyback) on contracts put in place by one of the other agencies.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the terms of the original contract, all the while holding the County of Fresno harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies within this group as you are proposing to extend to Fresno County. * **Note: This form/information is not rated or ranked for evaluation purposes.**

☐

Yes, we will extend contract terms and conditions to all qualified agencies within the Central Valley Purchasing Group and other tax supported agencies.

☐

No, we will not extend contract terms to any agency other than the County of Fresno.

(Authorized Signature in Blue Ink)

Title

GENERAL REQUIREMENTS

DEFINITIONS: The terms Bidder, Proposer, Contractor, and Vendor are all used interchangeably and refer to that person, partnership, corporation, organization, agency, etc. which is offering the proposal.

LOCAL VENDOR PREFERENCE: The Local Vendor Preference **does not** apply to this Request for Proposal.

RFP CLARIFICATION AND REVISIONS: Any revisions to the RFP will be issued and distributed as written addenda.

FIRM PROPOSAL: All proposals shall remain firm for at least one hundred eighty (180) days.

PROPOSAL PREPARATION: Proposals should be submitted in the formats shown under "PROPOSAL CONTENT REQUIREMENTS" section of this RFP.

County of Fresno will not be held liable or any cost incurred by bidders responding to RFP.

Bidders are to bid what is specified or requested first. If unable to or unwilling to, bidder may bid alternative or option, indicating all advantages, disadvantages and their associated cost.

SUPPORTIVE MATERIAL: Additional material may be submitted with the proposal as appendices. Any additional descriptive material that is used in support of any information in your proposal must be referenced by the appropriate paragraph(s) and page number(s).

Bidders are asked to submit their proposals in a binder (one that allows for easy removal of pages) with index tabs separating the sections identified in the Table of Contents. Pages must be numbered on the bottom of each page.

Any proposal attachments, documents, letters and materials submitted by the vendor shall be binding and included as a part of the final contract should your bid be selected.

TAXES: The quoted amount must include all applicable taxes. If taxes are not specifically identified in the proposal it will be assumed that they are included in the total quoted.

SALES TAX: Fresno County pays California State Sales Tax in the amount of 8.225% regardless of vendor's place of doing business.

RETENTION: County of Fresno reserves the right to retain all proposals, excluding proprietary documentation submitted per the instructions of this RFP, regardless of which response is selected.

ORAL PRESENTATIONS: Each finalist may be required to make an oral presentation in Fresno County and answer questions from County personnel.

AWARD/REJECTION: The award will be made to the vendor offering the overall proposal deemed to be to the best advantage of the County. The County shall be the sole judge in making such determination. The County reserves the right to reject any and all proposals. The lowest bidders are not arbitrarily the vendors whose proposals will be selected. Award Notices are tentative: Acceptance of an offer made in response to this RFP shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.

County Purchasing will chair or co-chair all award, evaluation and contract negotiation committees.

Award may require approval by the County of Fresno Board of Supervisors.

WAIVERS: The County reserves the right to waive any informalities or irregularities and any technical or clerical errors in any quote as the interest of the County may require.

TERMINATION: The County reserves the right to terminate any resulting contract upon written notice.

MINOR DEVIATIONS: The County reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected vendor.

PROPOSAL REJECTION: Failure to respond to all questions or not to supply the requested information could result in rejection of your proposal.

ASSIGNMENTS: The ensuing proposed contract will provide that the vendor may not assign any payment or portions of payments without prior written consent of the County of Fresno.

BIDDERS LIABILITIES: County of Fresno will not be held liable for any cost incurred by vendors in responding to the RFP.

CONFIDENTIALITY: Bidders shall not disclose information about the County's business or business practices and safeguard confidential data which vendor staff may have access to in the course of system implementation.

DISPUTE RESOLUTION: The ensuing contract shall be governed by the laws of the State of California.

Any claim which cannot be amicably settled without court action will be litigated in the U. S. District Court for the Eastern District of California in Fresno, CA or in a state court for Fresno County.

NEWS RELEASE: Vendors shall not issue any news releases or otherwise release information to any third party about this RFP or the vendor's quotation without prior written approval from the County of Fresno.

BACKGROUND REVIEW: The County reserves the right to conduct a background inquiry of each proposer/bidder which may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a proposal/bid to the County, the vendor consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the inquiry.

ACQUISITIONS: The County reserves the right to obtain the whole system/services/goods as proposed or only a portion of the system/services/goods, or to make no acquisition at all.

OWNERSHIP: The successful vendor will be required to provide to the County of Fresno documented proof of ownership by the vendor, or its designated subcontractor, upon request of the proposed programs/services/goods.

EXCEPTIONS: Identify with explanation, any terms, conditions, or stipulations of the RFP with which you *CAN NOT* or *WILL NOT* comply.

ADDENDA: In the event that it becomes necessary to revise any part of this RFP, addenda will be provided to all agencies and organizations that receive the basic RFP.

SUBCONTRACTORS: If a subcontractor is proposed, complete identification of the subcontractor and his tasks should be provided. The primary contractor is not relieved of any responsibility by virtue of using a subcontractor.

CONFLICT OF INTEREST: The County shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or public agencies for which the Board of Supervisors is the governing body.
2. Profit-making firms or businesses in which employees described in Subsection (1) serve as officers, principals, partners or major shareholders.
3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of Subsection (1), and who were employees in positions of substantial responsibility in the area of service to be performed by the contract, or participated in any way in developing the contract or its service specifications.

4. Profit-making firms or businesses in which the former employees described in Subsection (3) serve as officers, principals, partners or major shareholders.
5. No County employee, whose position in the County enables him to influence the selection of a contractor for this RFP, or any competing RFP, and no spouse or economic dependent of such employee, shall be employees in any capacity by a bidder, or have any other direct or indirect financial interest in the selection of a contractor.
6. In addition, no County employee will be employed by the selected vendor to fulfill the vendor's contractual obligations to the County.

ORDINANCE 3.08.130 – POST-SEPARATION EMPLOYMENT PROHIBITED: No officer or employee of the County who separates from County service shall for a period of one year after separation enter into any employment, contract, or other compensation arrangement with any County consultant, vendor, or other County provider of goods, materials, or services, where the officer or employee participated in any part of the decision making process that led to the County relationship with the consultant, vendor or other County provider of goods, materials or services.

Pursuant to Government Code section 25132(a), a violation of the ordinance may be enjoined by an injunction in a civil lawsuit, or prosecuted as a criminal misdemeanor.

EVALUATION CRITERIA: Respondents will be evaluated on the basis of their responses to all questions and requirements in this RFP and product cost. The County shall be the sole judge in the ranking process and reserves the right to reject any or all bids. False, incomplete or unresponsive statements in connection with this proposal may be sufficient cause for its rejection.

SELECTION PROCESS: All proposals will be evaluated by a team consisting of representatives from appropriate County Department(s), and Purchasing. It will be their responsibility to make the final recommendations. Purchasing will chair or co-chair the evaluation or evaluation process.

Organizations that submit a proposal may be required to make an oral presentation to the Selection Committee. These presentations provide an opportunity for the individual, agency, or organization to clarify its proposal to ensure thorough, mutual understanding.

INDEPENDENT CONTRACTOR: In performance of the work, duties, and obligations assumed by Contractor under any ensuing Agreement, it is mutually understood and agreed that Contractor, including any and all of Contractor's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of the County. Furthermore, County shall have no right to control, supervise, or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions thereof. Contractor and County shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, Contractor shall have absolutely no right to employment rights and benefits available to County employees. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of the Agreement, Contractor may be providing services to others unrelated to the COUNTY or to the Agreement.

HOLD HARMLESS CLAUSE: Contractor agrees to indemnify, save, hold harmless and at County's request, defend the County, its officers, agents and employees, from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to County in connection with the performance, or failure to perform, by Contractor, its officers, agents or employees under this Agreement and from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents or employees under this Agreement.

SELF-DEALING TRANSACTION DISCLOSURE: Contractor agrees that when operating as a corporation (a for-profit or non-profit corporation), or if during the term of the agreement the Contractor changes its status to operate as a corporation, members of the Contractor's Board of Directors shall disclose any self-dealing transactions that they are a party to while Contractor is providing goods or performing services under the agreement with the County. A self-dealing transaction shall mean a transaction to which the Contractor is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Fresno County Self-Dealing Transaction Disclosure Form and submitting it to the County prior to commencing with the self-dealing transaction or immediately thereafter.

PRICE RESPONSIBILITY: The selected vendor will be required to assume full responsibility for all services and activities offered in the proposal, whether or not they are provided directly. Further, the County of Fresno will consider the selected vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The contractor may not subcontract or transfer the contract, or any right or obligation arising out of the contract, without first having obtained the express written consent of the County.

ADDRESSES AND TELEPHONE NUMBERS: The vendor will provide the business address and mailing address, if different, as well as the telephone number of the individual signing the contract.

ASSURANCES: Any contract awarded under this RFP must be carried out in full compliance with The Civil Rights Act of 1964, The Americans With Disabilities Act of 1990, their subsequent amendments, and any and all other laws protecting the rights of individuals and agencies. The County of Fresno has a zero tolerance for discrimination, implied or expressed, and wants to ensure that policy continues under this RFP. The contractor must also guarantee that services, or workmanship, provided will be performed in compliance with all applicable local, state, or federal laws and regulations pertinent to the types of services, or project, of the nature required under this RFP. In addition, the contractor may be required to provide evidence substantiating that their employees have the necessary skills and training to perform the required services or work.

INSURANCE: Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

- A. Commercial General Liability: Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.
- B. Automobile Liability: Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this Agreement.
- C. Professional Liability: If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.
This coverage shall be issued on a per claim basis. Contractor agrees that it shall maintain, at its sole expense, in full force and effect for a period of three (3) years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.
- D. Worker's Compensation: A policy of Worker's Compensation insurance as may be required by the California Labor Code.

Contractor shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only

insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees shall be excess only and not contributing with insurance provided under Contractor's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to County.

Within thirty (30) days from the date Contractor executes this Agreement, Contractor shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, **Public Works and Planning, Attn: Sally Lopez, 2220 Tulare Street, Fresno, CA 93721**, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees, shall be excess only and not contributing with insurance provided under Contractor's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to County.

In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, the County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

AUDIT AND RETENTION: The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

DEFAULT: In case of default by the selected bidder, the County may procure materials and services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected bidder, or by any other legal means available to the County.

BREACH OF CONTRACT: In the event of breach of contract by either party, the other party shall be relieved of its obligations under this agreement and may pursue any legal remedies.

CONFIDENTIALITY: All services performed by vendor shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code, California Welfare and Institutions Code, Health and Safety Code, California Code of Regulations, Code of Federal Regulations.

Vendor shall submit to County's monitoring of said compliance.

Vendor may be a Business associate of County, as that term is defined in the "Privacy Rule" enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a HIPAA Business Associate, vendor may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of County, as specified by the County, provided that such use or disclosure shall not violate HIPAA and its implementing regulations. The uses and disclosures of PHI may not be more expansive than those applicable to County, as the "Covered Entity" under HIPAA's Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate.

Vendor shall not use or further disclose PHI other than as permitted or required by the County, or as required by law without written notice to the County.

Vendor shall ensure that any agent, including any subcontractor, to which vendor provides PHI received from, or created or received by the vendor on behalf of County, shall comply with the same restrictions and conditions with respect to such information.

APPEALS: Appeals must be submitted in writing within *seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFP. Appeals shall be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue 2nd Floor, Fresno, California 93702-4599 **and** in Word format to gcornuelle@co.fresno.ca.us. Appeals should address only areas regarding RFP contradictions, procurement errors, proposal rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP process.

Purchasing will provide a written response to the complainant within *seven (7) working days unless the complainant is notified more time is required.

If the protesting bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the Purchasing Agent/CAO within seven (7) working days after Purchasing's notification; except, if notified to appeal directly to the Board of Supervisors at the scheduled date and time.

If the protesting bidder is not satisfied with Purchasing Agent/CAO's decision, the final appeal is with the Board of Supervisors.

*The seven (7) working day period shall commence and be computed by excluding the first day and including the last day upon the date that the notification is issued by the County.

RIGHTS OF OWNERSHIP: The County shall maintain all rights of ownership and use to all materials designed, created or constructed associated with this service/project/program.

BIDDING INSTRUCTIONS AND REQUIREMENTS

ISSUING AGENT: This RFP has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFP, its content, and all issues concerning it.

AUTHORIZED CONTACT: All communication regarding this RFP shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFP is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of contact for discussions or information pertaining to the RFP. Contact with any other County representative, including elected officials, for the purpose of discussing this RFP, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFP, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

VENDOR CONFERENCE: On April 25 at 2:00 P.M., a vendor's conference will be held in which the scope of the project and proposal requirements will be explained. The meeting will be held at the office of County of Fresno Purchasing, 4525 E. Hamilton (between Cedar and Maple), 2nd Floor, Fresno, California. Addendum will be prepared and distributed to all bidders only if necessary to clarify substantive items raised during the bidders' conference.

Bidders are to contact Nick Chin at County of Fresno Purchasing, (559) 600-7113, if they are planning to attend the conference.

NUMBER OF COPIES: Submit **one (1) original and seven (7) copies** of your proposal no later than the proposal closing date and time as stated on the front of this document to County of Fresno Purchasing. Each copy to be identical to the original, include all supporting documentation (e.g. literature, brochures, reports, schedules etc.). The cover page of each quotation is to be appropriately marked "Original" or "Copy".

INTERPRETATION OF RFP: Vendors must make careful examination of the requirements, specifications and conditions expressed in the RFP and fully inform themselves as to the quality and character of services required. If any person planning to submit a proposal finds discrepancies in or omissions from the RFP or has any doubt as to the true meaning or interpretation, correction thereof may be requested at the scheduled Vendor Conference (see above). Any change in the RFP will be made only by written addendum, duly issued by the County. The County will not be responsible for any other explanations or interpretations.

Questions may be submitted subsequent to the Vendor Conference, subject to the following conditions:

- a. Such questions are submitted in writing to the County Purchasing not later than April 29, 2016 at 10:00 a.m. Questions must be directed to the attention of Nick Chin, Purchasing Analyst.
- b. Such questions are submitted with the understanding that County can respond only to questions it considers material in nature.
- c. Questions shall be e-mailed to CountyPurchasing@co.fresno.ca.us.

NOTE: The bidder is encouraged to submit all questions at the Vendor Conference. Time limitations can prevent a response to questions submitted after the conference.

SELECTION COMMITTEE: All proposals will be evaluated by a team co-chaired by Purchasing. All proposals will be evaluated by a review committee that may consist of County of Fresno Purchasing, department staff, community representatives from advisory boards and other members as appropriate.

The proposals will be evaluated in a multi-stage selection process. Some bids may be eliminated or set aside after an initial review. If a proposal does not respond adequately to the RFP or the bidder is deemed unsuitable or incapable of delivering services, the proposal may be eliminated from consideration. It will be the selection committee's responsibility to make the final recommendation to the Department Head.

CONTRACT TERM: It is County's intent to contract with the successful bidder for a term of one (1) year or a purchase order. County will retain the right to terminate the Agreement upon giving thirty (30) days advance written notification to the Contractor.

PAYMENT: The County of Fresno, if appropriate, may use Procurement Card to place and make payment for orders under the ensuing contract.

AUDITED FINANCIAL STATEMENTS: Copies of the audited Financial Statements for the last three (3) years for the business, agency or program that will be providing the service(s) proposed. If audited statements are not available, compiled or reviewed statements will be accepted with copies of three years of corresponding federal tax returns. This information is to be provided after the RFP closes, if requested. **Do not provide with your proposal.**

CONTRACT NEGOTIATION: The County will prepare and negotiate its own contract with the selected vendor, giving due consideration to standard contracts and associated legal documents submitted as a part of bidder's response to the RFP. The tentative award of the contract is based on successful negotiation pending formal recommendation of award. Bidder is to include in response the names and titles of officials authorized to conduct such negotiations.

NOTICES: All notices, payments, invoices, insurance and endorsement certificates, etc. need to be submitted as follows: referencing contract/purchase order number, department, position, title and address of administering official.

EPAYMENT OPTION: The County of Fresno provides an Epay Program which involves payment of invoices by a secure Visa account number assigned to the supplier after award of contract. Notification of payments and required invoice information are issued to the supplier's designated Accounts Receivable contact by e-mail remittance advice at time of payment. To learn more about the benefits of an Epay Program, how it works, and obtain answers to frequently asked questions, click or copy and paste the following URL into your browser: www.bankofamerica.com/epayablesvendors or call Fresno County Accounts Payable, 559-600-3609.

NOTICE TO PROCEED: Following execution of the agreement by both parties (County and Contractor), the County will issue a written Notice to Proceed for the project specified herein. The completion period as defined below, shall commence upon the date that the Notice to Proceed is delivered to the Contractor.

SCOPE OF WORK

Background

The County of Fresno, Public Works and Planning Department (COUNTY) has addressed waste management in the greater County area for the past 50 years. The COUNTY now seeks a CONSULTANT versed in solid waste management practices inclusive of policies and procedures related to meet multi-jurisdictional, as well as State and Federal compliance standards. The CONSULTANT should also have experience building coalitions between stakeholders with disparate interests.

The COUNTY has a wealth of planning material available, detailing regional topography and resident composition across geographic areas, as well as implemented plans, programs and facilities and potential additional opportunities for waste stream diversion and processing. The COUNTY wishes the CONSULTANT to utilize this data, and information to review plans, programs and processes in order to address immediate challenges, as well as to formulate a plan for the next 5, 10, 15, and 20 years for the coordination of solid waste management to service countywide needs.

The CONSULTANT will present best practice, evidence-based modeled options for the expansion of solid waste management plans related to materials collected, processed, recycled, diverted and landfilled, and present achievable diversion reporting models that have been successfully executed in other jurisdictions, including non-exclusive waste hauling agreements. The CONSULTANT will also address any outstanding gaps related to County ordinances and regulations, and present solutions/proposals to address future problems as they relate to the regional Summary Plan.

Contact Person

The CONSULTANT's principal contact for the project after execution of the contract will be the Deputy Director of Public Works and Planning – Resources/Administration, or a designated representative, who will coordinate the assistance to be provided to the CONSULTANT.

Scope of Work

The CONSULTANT will prepare a comprehensive short-, mid- and long-term solid waste planning documents (for the 5, 10, 15, and 20 years planning periods) that provide a Masterplan for implementable solid waste programs, both local and regional in scope, through the following review and assessment:

Task 1 - Assessment of Current and Past Solid Waste Plans

The CONSULTANT shall review, assess and provide input as is necessary to augment/improve the following plans, programs and documentation in developing new Masterplan; this information needs to be appropriate for use in CalRecycle Five-Year Planning documentation:

- A. Jurisdictional programs
 - i. Source Reduction Recycling Elements (SRRE)
 - ii. Household Hazardous Waste Element (HHWE)
 - iii. Non-Disposal Facility Element (NDFE)
- B. Regional programs
 - i. Siting Element
 - ii. Summary Plan
- C. Combined planning documents
 - i. Joint Powers Agreements
 - 1. JPAs with Cities
 - 2. JPAs with Commissions and Committees
 - ii. Memorandums of Understanding
 - 1. JPAs with Cities
 - 2. JPAs with Commissions and Committees

The CONSULTANT shall prepare a report providing the review, assessment and revised documentation for the work provided under this task. Report needs to be appropriate for utilization in preparation of CalRecycle's required 5-year plan for the COUNTY (planning documentation will be used for 2012 and 2017 5-year plans).

Task 2 - Exclusive Service Area Program (ESAP) Assessment

An Exclusive Service Area Program (ESAP) for the unincorporated areas of Fresno County, was enacted in 2006 for waste collection/hauling, and will expire in 2018. The CONSULTANT shall assist the COUNTY with the following:

- A. The CONSULTANT shall assist with the process of the amended extension of the ESAP Agreements
- B. The CONSULTANT will develop and outline audit requirements and processes to ensure compliance with agreement requirements
- C. The CONSULTANT will provide business-targeting strategies for meeting California Assembly Bills for Mandatory Commercial Recycling (AB 341) and Mandatory Commercial Organics Recycling (AB 1826), and propose program implementation

The CONSULTANT will provide a report detailing the work conducted in these tasks.

Task 3 - Streamline of Administration and Reporting Processes

This task will address the streamlining of administration and reporting processes for 1) all hauler agreements including the Exclusive Area Program (ESAP) and Non-Exclusive Waste Hauler Agreement (NEWHA), 2) permitted facilities and 3) jurisdictions. CONSULTANT will assist the COUNTY in developing both efficient and effective administrative and reporting processes including:

- A. Assist with developing administrative and reporting protocols consistent with the agreements discussed above
- B. Assist with the development of administration and reporting protocols consistent with permitted facilities, including
 - i. Transfer stations
 - ii. C & D processing facilities
 - iii. Organics processing facilities
 - iv. Recyclables processing facilities
- C. Assist with the development of administration and reporting protocols consistent with jurisdictional required permitting (except for the cities of Reedley and Clovis as they submit reports separately)

Task 4 - Funding Methodology Assessment

The CONSULTANT shall review current funding methodologies in place and provide the following:

- A. The CONSULTANT shall review, assess, analyze, and provide alternatives to existing funding sources
- B. The CONSULTANT to develop strategy for pass-thru of landfill and regulation fee increases to residential and business customers, separate from operational cost increases to hauler businesses
- C. The CONSULTANT shall assist with the development of rate increase/decrease adjustments

The CONSULTANT shall prepare and provide the specific language for utilization of the new funding methodologies.

Task 5 - Regulatory Requirements and Related County Ordinances

The CONSULTANT will review, analyze, reorganize and revise for consistency County ordinances which encompass all local, State and Federal regulatory requirements

Task 6 - Education and Outreach Programming

The CONSULTANT shall:

- A. Propose Educational and Outreach strategies to serve the entire County of Fresno
- B. Provide information on opportunities to educate residents and business regarding all County programs

Task 7 - Report and Meetings

The CONSULTANT will prepare a draft report for COUNTY review and comment. The CONSULTANT will include COUNTY comments as appropriate and prepare and issue a Final Report. In addition, CONSULTANT will provide staff to review COUNTY documents and be present in at least four (4) separate meetings.

COST PROPOSAL

Please complete all information on this form.

<u>Task #</u>	<u>Staff Name</u>	<u>Rate (\$/hr)</u>	<u>Hours</u>	<u>Totals</u>
1. Assessment of Current and Past Solid Waste Plans	1. _____	_____	_____	_____
	2. _____	_____	_____	_____
	3. _____	_____	_____	_____
	Totals	_____	_____	_____
2. Exclusive Service Area Program (ESAP) Assessment	1. _____	_____	_____	_____
	2. _____	_____	_____	_____
	3. _____	_____	_____	_____
	Totals	_____	_____	_____
3. Streamline of Administration and Reporting Processes	1. _____	_____	_____	_____
	2. _____	_____	_____	_____
	3. _____	_____	_____	_____
	Totals	_____	_____	_____
4. Rate Methodology Assessment	1. _____	_____	_____	_____
	2. _____	_____	_____	_____
	3. _____	_____	_____	_____
	Totals	_____	_____	_____
5. Regulatory Requirements and Related County Ordinances	1. _____	_____	_____	_____
	2. _____	_____	_____	_____
	3. _____	_____	_____	_____
	Totals	_____	_____	_____
6. Education and Outreach Programming	1. _____	_____	_____	_____
	2. _____	_____	_____	_____
	3. _____	_____	_____	_____
	Totals	_____	_____	_____
7. Reports and Meetings	1. _____	_____	_____	_____
	2. _____	_____	_____	_____
	3. _____	_____	_____	_____
	Totals	_____	_____	_____
GRAND TOTAL		_____	_____	_____

PROPOSAL CONTENT REQUIREMENTS

It is important that the vendor submit his/her proposal in accordance with the format and instructions provided under this section. Doing so will facilitate the evaluation of the proposal. It will limit the possibility of a poor rating due to the omission or mis-categorization of the requested information. Responding in the requested format will enhance the evaluation team's item by item comparison of each proposal item. The vendor's proposal may be placed at a disadvantage if submitted in a format other than that identified below.

Bidders are requested to submit their proposals in a binder (one that allows for easy removal of pages) with index tabs separating the sections identified. Each page should be numbered.

Each binder is to be clearly marked on the cover with the proposal name, number, closing date, "Original" or "Copy", and bidder's name.

Merely offering to meet the specifications is insufficient and will not be accepted. Each bidder shall submit a complete proposal with all information requested. Supportive material may be attached as appendices. All pages, including the appendices, must be numbered.

Vendors are instructed not to submit confidential, proprietary and related information within the request for proposal. If you are submitting trade secrets, it must be submitted in a separate binder clearly marked "TRADE SECRETS", see Trade Secret Acknowledgement section.

The content and sequence of the proposals will be as follows:

- I. RFP PAGE 1 AND ADDENDUM(S) PAGE 1 (IF APPLICABLE) completed and signed by participating individual or agency.
- II. COVER LETTER: A one-page cover letter and introduction including the company name and address of the bidder and the name, address and telephone number of the person or persons to be used for contact and who will be authorized to make representations for the bidder.
 - A. Whether the bidder is an individual, partnership or corporation shall also be stated. It will be signed by the individual, partner, or an officer or agent of the corporation authorized to bind the corporation, depending upon the legal nature of the bidder. A corporation submitting a proposal may be required before the contract is finally awarded to furnish a certificate as to its corporate existence, and satisfactory evidence as to the officer or officers authorized to execute the contract on behalf of the corporation.
- III. TABLE OF CONTENTS
- IV. CONFLICT OF INTEREST STATEMENT: The Contractor may become involved in situations where conflict of interest could occur due to individual or organizational activities that occur within the County. **The Contractor must provide a statement addressing the potential, if any, for conflict of interest and indicate plans, if applicable, to address potential conflict of interest.** This section will be reviewed by County Counsel for compliance with conflict of interest as part of the review process. The Contractor shall comply with all federal, state and local conflict of interest laws, statutes and regulations.
- V. TRADE SECRET:
 - A. Sign where required.
- VI. CERTIFICATION – DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS
- VII. REFERENCES
- VIII. PARTICIPATION

- IX. EXCEPTIONS: This portion of the proposal will note any exceptions to the requirements and conditions taken by the bidder. If exceptions are not noted, the County will assume that the bidder's proposals meet those requirements. The exceptions shall be noted as follows:
- A. Exceptions to General Conditions.
 - B. Exceptions to General Requirements.
 - C. Exceptions to Specific Terms and Conditions.
 - D. Exceptions to Scope of Work.
 - E. Exceptions to Proposal Content Requirements.
 - F. Exceptions to any other part of this RFP.
- X. VENDOR COMPANY DATA: This section should include:
- A. A narrative which demonstrates the vendor's basic familiarity or experience with problems associated with this service/project.
 - B. Descriptions of any similar or related contracts under which the bidder has provided services.
 - C. Descriptions of the qualifications of the individual(s) providing the services.
 - D. Any material (including letters of support or endorsement) indicative of the bidder's capability.
 - E. A brief description of the bidder's current operations, and ability to provide the services.
 - F. Copies of the audited Financial Statements for the last three (3) years for the agency or program that will be providing the service(s) proposed. If audited statements are not available, compiled or reviewed statements will be accepted with copies of three years of corresponding federal tax returns. This information is to be provided after the RFP closes, if requested. **Do not provide with your proposal.**
 - G. Describe all contracts that have been terminated before completion within the last five (5) years:
 - 1. Agency contract with
 - 2. Date of original contract
 - 3. Reason for termination
 - 4. Contact person and telephone number for agency
 - H. Describe all lawsuit(s) or legal action(s) that are currently pending; and any lawsuit(s) or legal action(s) that have been resolved within the last five (5) years:
 - 1. Location filed, name of court and docket number
 - 2. Nature of the lawsuit or legal action
 - I. Describe any payment problems that you have had with the County within the past three (3) years:
 - 1. Funding source
 - 2. Date(s) and amount(s)
 - 3. Resolution
 - 4. Impact to financial viability of organization.
- XI. SCOPE OF WORK:
- A. Bidders are to use this section to describe the essence of their proposal.
 - B. This section should be formatted as follows:

1. A general discussion of your understanding of the project, the Scope of Work proposed and a summary of the features of your proposal.
 2. A detailed description of your proposal as it relates to each item listed under the "Scope of Work" section of this RFP. Bidder's response should be stated in the same order as are the "Scope of Work" items. Each description should begin with a restatement of the "Scope of Work" item that it is addressing. Bidders must explain their approach and method of satisfying each of the listed items.
 - C. When reports or other documentation are to be a part of the proposal a sample of each must be submitted. Reports should be referenced in this section and submitted in a separate section entitled "REPORTS."
 - D. A complete description of any alternative solutions or approaches to accomplishing the desired results.
- XII. COST PROPOSAL: Quotations may be prepared in any manner to best demonstrate the worthiness of your proposal. Include details and rates/fees for all services, materials, equipment, etc. to be provided or optional under the proposal.
- XIII. CHECK LIST

AWARD CRITERIA

COST

- A. As submitted under the "COST PROPOSAL" section.

CAPABILITY AND QUALIFICATIONS

- A. Do the service descriptions fully address all of the tasks identified in the RFP? Will the proposed services satisfy COUNTY's needs and to what degree?
- B. Does the CONSULTANT demonstrate knowledge or awareness of the issues associated with providing the services proposed and knowledge of the laws, regulations, statutes and effective principles required to address the tasks?
- C. Does the CONSULTANT and their proposed Project Manager and Main Staff have at least five (5) years of experience in directly relatable services to the "Scope of Work" for government entities and can show at least three (3) project examples of such?
- D. Can the CONSULTANT provide the "Scope of Work" within a six (6) month period or less?

MANAGEMENT PLAN

- A. Is the CONSULTANT's organizational plan and management structure adequate and appropriate for overseeing the proposed services?

CHECK LIST

This Checklist is provided to assist vendors in the preparation of their RFP response. Included in this list, are important requirements and is the responsibility of the bidder to submit with the RFP package in order to make the RFP compliant. Because this checklist is just a guideline, the bidder must read and comply with the RFP in its entirety.

Check off each of the following:

1. _____ All signatures must be in **blue ink**.
2. _____ The Request for Proposal (RFP) has been signed and completed.
3. _____ Addenda, if any, have been completed, signed and included in the bid package.
4. _____ **One (1) original plus seven (7) copies** of the RFP have been provided.
5. _____ Provide a Conflict of Interest Statement.
6. _____ The completed *Trade Secret Form* as provided with this RFP (Confidential/Trade Secret Information, if provided must be in a separate binder).
7. _____ The completed *Criminal History Disclosure Form* as provided with this RFP.
8. _____ The completed *Participation Form* as provided with this RFP.
9. _____ The completed *Reference List* as provided with this RFP.
10. _____ Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFP.
11. _____ Lastly, on the **LOWER LEFT HAND CORNER** of the sealed envelope, box, etc. transmitting your bid include the following information:

County of Fresno RFP No.	918-5467
Closing Date:	May 18, 2016
Closing Time:	2:00 P.M.
Commodity or Service:	Solid Waste Planning Consultant

Return Checklist with your RFP response.

COUNTY OF FRESNO
ADDENDUM NUMBER: ONE (1)
RFP NUMBER: 918-5467
SOLID WASTE PLANNING CONSULTANT

Issue Date: May 5, 2016

IMPORTANT: SUBMIT PROPOSAL IN SEALED PACKAGE WITH PROPOSAL NUMBER, CLOSING DATE AND BUYER'S NAME MARKED CLEARLY ON THE OUTSIDE TO:

COUNTY OF FRESNO, PURCHASING
4525 EAST HAMILTON AVENUE, 2nd Floor
FRESNO, CA 93702-4599

CLOSING DATE OF PROPOSAL WILL BE AT 2:00 P.M., ON MAY 18, 2016.

PROPOSALS WILL BE CONSIDERED LATE WHEN THE OFFICIAL PURCHASING TIME CLOCK READS 2:00 P.M.

All proposal information will be available for review after contract award.

Clarification of specifications is to be directed to: **Nick Chin**,
phone (559) 600-7110 or e-mail CountyPurchasing@co.fresno.ca.us.

Note the following and attached additions, deletions and/or changes to the requirements of request for proposal number: 918-5467 and include them in your response. Please sign in blue ink and return this addendum with your proposal.

- **Replace existing "COST PROPOSAL" with the "REVISED COST PROPOSAL" provided after the Question and Answer section.**
- **A copy of the Vendor Conference attendance list has been attached at the end of the document.**

ACKNOWLEDGMENT OF ADDENDUM NUMBER One (1) TO RFP 918-5467

COMPANY NAME: _____ (PRINT)

SIGNATURE (In Blue Ink): _____

NAME & TITLE: _____ (PRINT)

Purchasing Use: NC:ssj

ORG/Requisition: 9015 / 9011600028

QUESTION AND ANSWERS

Q1. Page 11 of the RFP states that the proposal is to be submitted in a binder, but it also requests several copies of the proposal. Should just the original go in a binder or all copies of the RFP be submitted in binders?

A1. All copies should be submitted in their individual binders.

Q2. On the Cost Proposal Form, what is the task number?

A2. The task number is just a descriptor or column title. It bears no significance other than a label for the item numerals.

Q3. Where would we indicate additional/out-of-pocket expenses?

A3. Expenses will need to be indicated for each task that is to be performed. Resources staff will be releasing a revised cost proposal this addendum to be used for indicating expenses for each task. See attached Revised Cost Proposal.

Q4. In terms of award criteria, is there any weighting of criteria?

A4. The point distribution/weighting will not be disclosed at this time.

Q5. On Page 26 Item D, is the County expecting that the Scope of Work be completed in six months?

A5. Staff is expecting the consultant's best efforts to provide all documents within a six (6) month timeframe.

Q6. What is the award date?

A6. We expect to award the successful bidder by the last Board of Supervisors meeting date in Fiscal Year (FY) 2016, which is June 21st, or possibly the first meeting date of FY 2017, which is July 12th.

Q7. What are the logistics of updating the Exclusive Service Area Program agreements?

A7. There will be six (6) four hour meetings to review and confer on Exclusive Service Area Program (ESAP) terms, services, territories, etc. Other items outside of these meetings will include the development of agreement items, etc.

Q8. What criteria are there for the improvement of the County's planning documents?

A8. Current in-house documents date back to the mid-nineties and, although the County submits documents annually to the State, the County is seeking a comprehensive review and development of a master plan for the next 10, 15, and 20 years out. The revisions of these plans will provide a renewed focus regarding multiple County solid waste issues.

Q9. Are you looking for an Organics plan?

A9. The County is currently providing education and outreach efforts. However, it is seeking a comprehensive plan for all programs, including organics.

Q10. What is the County doing currently to address the enactment of Assembly Bill 1826?

A10. County staff has provided tool kits to the haulers to furnish to their service subscribers informing them of new AB 1826 mandates for organic wastes and materials. Additionally, the County is providing information on Organics at various public outreach events in order to better inform the public of the new requirements.

Q11. Are we only providing outreach to the haulers in terms of the implementation of AB 1826?

A11. The County's haulers are contractually obligated to provide solid waste collection services as well as education and outreach on all programs for the County. To facilitate this process in order to ensure compliance with AB 1826, the County has provided the haulers with information to disseminate to service subscribers that fall under the auspices of AB 1826 to inform them of their new obligations under the law.

Q12. Can the County provide electronic copies of the documents considered for review as part of this RFP process, including any current plans, franchise agreements, hauler permits, MOUs, JPA's, MCR "toolkit", ordinances?

A12. No, part of the scope of work includes reviewing the library of information. The amount of material to be reviewed is significant in volume, including electronic files, paper files and records.

Q13. Does the County plan to engage the haulers as part of this project (i.e. for amendment of ESAP agreements)? Are there any other stakeholders?

A13. Negotiations and thus engagement of the haulers is required; this is part of the ESAP Agreement development process for the County. Other stakeholders may include other jurisdictions, governing bodies, residents, businesses and regulatory agencies.

Q14. What are the current waste hauler reporting requirements to the County?

A14. These include waste reporting and tracking of tonnage type and deposition location (includes waste and recycling materials), report on tons collected by jurisdiction and payment of relevant fees; diversion goals, education and outreach efforts, types of materials collected, set out and participation rates; AB 939 service fees, and large quantity generators.

Q15. We understand that each of the 10 ESAP haulers have separate franchise agreements. Are these agreements different in detail or is it the same contract language for all agreements?

A15. Each agreement includes standardized language with specific details regarding each hauler and its relevant area.

Q16. As part of our proposal, can example reports be submitted digitally (i.e., can we provide a link to a Dropbox folder)? Our reports are large, and as an environmentally-friendly firm, we wish to prevent using an unnecessary amount of paper/deforestation.

A16. Yes

Q17. What is the County's estimated budget for this project?

A17. The County has budgeted \$150,000 for the project

Q18. Would it be a cause for disqualification if the prime consultant or sub-consultant proposing for this project has worked with any private solid waste management companies (such as solid waste haulers and facility operators)?

A18. You can propose, however, you must declare any work with the haulers and facilities within Fresno County. Also, list any potential conflicts of interest.

Q19. If we use a sub-consultant – will we need to provide, five (5) references for our firm and five (5) references for our sub-consultant? Or are we only allowed to provide a maximum of five (5) references together?

A19. Yes, references for each contractor/sub-contractor must be submitted.

Q20. On Page 24, Section X, Part E, the County's RFP asks for a brief description of the bidder's current operations. Can you please clarify this statement? Did the County wish to know all the projects the proposing firm (and sub-consultant) is currently working on, or a description of the operations of our offices (locations, staff, project headquarters)?

A20. Provide a description of your company operations and its' capabilities in relation to the RFP.

Q21. Will you please provide a copy of the sign-in sheet for the bidder's conference?

A21. See attached Exhibit #1.

REVISED COST PROPOSAL

Please complete all information on this form.

<u>Task #</u>	<u>Staff Name</u>	<u>Rate (\$/hr)</u>	<u>Hours</u>	<u>Totals</u>
1. Assessment of Current and Past Solid Waste Plans	1. _____	_____	_____	_____
	2. _____	_____	_____	_____
	3. _____	_____	_____	_____
		Totals	_____	_____
2. Exclusive Service Area Program (ESAP) Assessment	1. _____	_____	_____	_____
	2. _____	_____	_____	_____
	3. _____	_____	_____	_____
		Totals	_____	_____
3. Streamline of Administration and Reporting Processes	1. _____	_____	_____	_____
	2. _____	_____	_____	_____
	3. _____	_____	_____	_____
		Totals	_____	_____
4. Rate Methodology Assessment	1. _____	_____	_____	_____
	2. _____	_____	_____	_____
	3. _____	_____	_____	_____
		Totals	_____	_____
5. Regulatory Requirements and Related County Ordinances	1. _____	_____	_____	_____
	2. _____	_____	_____	_____
	3. _____	_____	_____	_____
		Totals	_____	_____

<u>Task #</u>	<u>Staff Name</u>	<u>Rate (\$/hr)</u>	<u>Hours</u>	<u>Totals</u>
6. Education and Outreach Programming	1. _____	_____	_____	_____
	2. _____	_____	_____	_____
	3. _____	_____	_____	_____
		Totals	_____	_____
7. Reports and Meetings	1. _____	_____	_____	_____
	2. _____	_____	_____	_____
	3. _____	_____	_____	_____
		Totals	_____	_____
Expenses*		Total Expenses	_____	_____
		GRAND TOTAL	_____	_____

*Please describe expenses on a separate sheet.

BID NO.: 918-5467

DATE: 4/25/16

Solid Waste Planning Consultant

DESCRIPTION OF BID

- ☐ JOB SITE INSPECTION
- ☒ VENDOR CONFERENCE
- ☐ BID OPENING

BID DUE DATE: 5/18/16

BUYER: NC

SCS Engineers

COMPANY NAME

Trace Bills

COMPANY REPRESENTATIVE

7041 Koll Center Pkwy #135

COMPANY ADDRESS

Pleasanton, CA

CITY/STATE/ZIP

tbills@scsengineer.com

E-MAIL ADDRESS

408-406-1991

PHONE NUMBER

N/A

FAX NUMBER

COMPANY NAME

COMPANY REPRESENTATIVE

COMPANY ADDRESS

CITY/STATE/ZIP

E-MAIL ADDRESS

PHONE NUMBER

FAX NUMBER

HFH consultants

COMPANY NAME

Lauren Barbieri

COMPANY REPRESENTATIVE

201 N. Civic Drive, Ste 230

COMPANY ADDRESS

Walnut Creek, CA 94596

CITY/STATE/ZIP

lauren@hfh-consultants.com

E-MAIL ADDRESS

925-977-6958

PHONE NUMBER

N/A

FAX NUMBER

COMPANY NAME

COMPANY REPRESENTATIVE

COMPANY ADDRESS

CITY/STATE/ZIP

E-MAIL ADDRESS

PHONE NUMBER

FAX NUMBER

R3 Consulting Group

COMPANY NAME

Natalie Lessa

COMPANY REPRESENTATIVE

1512 Eureka Rd.

COMPANY ADDRESS

Roseville, CA

CITY/STATE/ZIP

nlessa@r3cgi.com

E-MAIL ADDRESS

(916) 782-7821

PHONE NUMBER

N/A

FAX NUMBER

COMPANY NAME

COMPANY REPRESENTATIVE

COMPANY ADDRESS

CITY/STATE/ZIP

E-MAIL ADDRESS

PHONE NUMBER

FAX NUMBER

MuniServices

COMPANY NAME

Patricia Dunn

COMPANY REPRESENTATIVE

5765 7625 N Palm Ave #108

COMPANY ADDRESS

Fresno CA 93711

CITY/STATE/ZIP

patricia.dunn@muniservices.com

E-MAIL ADDRESS

559-271-6852

PHONE NUMBER

559-312-2852

FAX NUMBER

COMPANY NAME

COMPANY REPRESENTATIVE

COMPANY ADDRESS

CITY/STATE/ZIP

E-MAIL ADDRESS

PHONE NUMBER

FAX NUMBER

BID NO.: 918-5467

"Exhibit #1"

DATE: 4/25/16

Solid Waste Planning Consultant

DESCRIPTION OF BID

- ☐ JOB SITE INSPECTION
☒ VENDOR CONFERENCE
☐ BID OPENING

BID DUE DATE: 5/18/16

BUYER: NC

Tetra Tech
COMPANY NAME
Cesar A Leon
COMPANY REPRESENTATIVE
1360 Valley Vista Drive
COMPANY ADDRESS
Diamond Bar, CA 91765
CITY/STATE/ZIP
cleon@bus.com
E-MAIL ADDRESS
909-860-7777 909-860-8017
PHONE NUMBER FAX NUMBER

COMPANY NAME
COMPANY REPRESENTATIVE
COMPANY ADDRESS
CITY/STATE/ZIP
E-MAIL ADDRESS
PHONE NUMBER FAX NUMBER

County of Fresno
COMPANY NAME
Michael Greenberg
COMPANY REPRESENTATIVE
COMPANY ADDRESS
CITY/STATE/ZIP
E-MAIL ADDRESS
PHONE NUMBER FAX NUMBER

COMPANY NAME
COMPANY REPRESENTATIVE
COMPANY ADDRESS
CITY/STATE/ZIP
E-MAIL ADDRESS
PHONE NUMBER FAX NUMBER

PUBLIC WORKS & PLANNING - RESOURCES
COMPANY NAME
MIKE GRIFFEY
COMPANY REPRESENTATIVE
COMPANY ADDRESS
CITY/STATE/ZIP
E-MAIL ADDRESS
PHONE NUMBER FAX NUMBER

COMPANY NAME
COMPANY REPRESENTATIVE
COMPANY ADDRESS
CITY/STATE/ZIP
E-MAIL ADDRESS
PHONE NUMBER FAX NUMBER

PWP - Resources
COMPANY NAME
Sally Lopez
COMPANY REPRESENTATIVE
COMPANY ADDRESS
CITY/STATE/ZIP
E-MAIL ADDRESS
PHONE NUMBER FAX NUMBER

COMPANY NAME
COMPANY REPRESENTATIVE
COMPANY ADDRESS
CITY/STATE/ZIP
E-MAIL ADDRESS
PHONE NUMBER FAX NUMBER

Closing Date: May 18, 2016

Solid Waste Planning Consultant

IN PARTNERSHIP WITH



ch2m. HDR



This page has been left blank for double-sided printing.



I. RFP PAGE 1 AND ADDENDUM PAGE 1

COUNTY OF FRESNO
REQUEST FOR PROPOSAL
NUMBER: 918-5467
SOLID WASTE PLANNING CONSULTANT

Issue Date: April 12, 2016

Closing Date: MAY 18, 2016

Proposal will be considered LATE when the official Purchasing time clock reads 2:00 P.M.

Questions regarding this RFP should be directed to: Nick Chin,
phone (559) 600-7113 or e-mail countypurchasing@co.fresno.ca.us.

Check County of Fresno Purchasing's website at
<https://www2.co.fresno.ca.us/0440/Bids/BidsHome.aspx>
for any future addenda.

Please submit all Proposals to:
County of Fresno - Purchasing
4525 E. Hamilton Avenue, 2nd Floor
Fresno, CA 93702-4599

BIDDER TO COMPLETE

Undersigned agrees to furnish the commodity or service stipulated in the attached response at the prices and terms stated, subject to the attached
"County of Fresno Purchasing Standard Instructions And Conditions For Requests For Proposals (RFP's) And Requests For Quotations (RFQ's)".

Abbe & Associates LLC

COMPANY
1028 Fair Oaks Avenue

ADDRESS
Alameda, CA 94501

CITY

415 235-1356
TELEPHONE NUMBER

()
FACSIMILE NUMBER

STATE ZIP CODE
Ruth.Abbe@abbeassociates.com
E-MAIL ADDRESS

SIGNATURE (IN BLUE INK)

Ruth C. Abbe, Principal

PRINT NAME

TITLE

PURCHASING USE: NC:ssj

ORG/Requisition: 9015 / 9011600028



COUNTY OF FRESNO
ADDENDUM NUMBER: ONE (1)
RFP NUMBER: 918-5467
SOLID WASTE PLANNING CONSULTANT

Issue Date: May 5, 2016

IMPORTANT: SUBMIT PROPOSAL IN SEALED PACKAGE WITH PROPOSAL NUMBER, CLOSING DATE AND BUYER'S NAME MARKED CLEARLY ON THE OUTSIDE TO:

COUNTY OF FRESNO, PURCHASING
4525 EAST HAMILTON AVENUE, 2nd Floor
FRESNO, CA 93702-4599

CLOSING DATE OF PROPOSAL WILL BE AT 2:00 P.M., ON MAY 18, 2016.

PROPOSALS WILL BE CONSIDERED LATE WHEN THE OFFICIAL PURCHASING TIME CLOCK READS 2:00 P.M.

All proposal information will be available for review after contract award.

Clarification of specifications is to be directed to: **Nick Chin,**
phone (559) 600-7110 or e-mail CountyPurchasing@co.fresno.ca.us.

Note the following and attached additions, deletions and/or changes to the requirements of request for proposal number: 918-5467 and include them in your response. Please sign in blue ink and return this addendum with your proposal.

- Replace existing "COST PROPOSAL" with the "REVISED COST PROPOSAL" provided after the Question and Answer section.
- A copy of the Vendor Conference attendance list has been attached at the end of the document.

ACKNOWLEDGMENT OF ADDENDUM NUMBER One (1) TO RFP 918-5467

COMPANY NAME: Abbe & Associates LLC

(PRINT)

SIGNATURE (In Blue Ink): _____

NAME & TITLE: Ruth C. Abbe, Principal

(PRINT)

Purchasing Use: NC.ssj

ORG/Requisition: 9015 / 9011600028

II. COVER LETTER

May 18, 2016

Nick Chin
County of Fresno - Purchasing
4525 E. Hamilton Avenue, 2nd Floor
Fresno, CA 93702-4599



Dear Mr. Chin:

Abbe & Associates LLC is pleased to present our proposal to provide solid waste planning services to the County of Fresno (County). Our principal, Ruth Abbe, is a former vice president of Brown, Vence & Associates and HDR Engineering, Inc. and provided technical assistance and solid waste planning services to Fresno County and each of the cities in the County from 1992 through 2006 and supported the development of many of the plans and programs that will be evaluated through this project.

We have formed a world-class team of **Fresno County solid waste specialists** with experience implementing programs in Fresno County and helping communities, companies, and institutions nationwide plan and implement policies, programs, and infrastructure to achieve high diversion. Our team will hit the ground running with no learning curve. We offer the team with the **most Fresno County experience**, the most relevant **solid waste planning experience**, and the new energy and enthusiasm needed to address the challenges on the road to 75 percent.

Our team specializes in solid waste planning. We supported the Castro Valley Sanitary District and the cities of Alameda, Austin, and Los Angeles to develop long-range plans for maximizing diversion. We are also currently assisting San Francisco, the Central Contra Costa Solid Waste Authority, and the South Bayside Waste Management Authority to implement new programs for achieving their high diversion goals. We recently completed a series of three U.S. EPA projects spanning a five-year period performing a wide variety of tasks and deliverables, each was focused on North American high diversion best practices and tool development. The results are showcased on the recently launched EPA website [Managing and Transforming Waste Streams – A Tool for Communities and Contracts and Franchise Agreements](#).

We are very familiar with the County's programs and with the services provided through Exclusive Service Area Program. We look forward to working with the County and its stakeholders, including its service providers, residential and commercial generators, and community institutions (schools, community and business groups, and faith-based organizations) to evaluate the County's current plans and agreements and to identify the policies, programs and infrastructure that will be needed in the future.

Please do not hesitate to contact me at 415.235.1356 or Ruth.Abbe@abbeassociates.com if you have any questions about our proposal.

Very truly yours,

A handwritten signature in black ink that reads 'Ruth C. Abbe'. The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Ruth C. Abbe, Principal
Abbe & Associates LLC



This page has been left blank for double-sided printing.



III. TABLE OF CONTENTS

I. RFP PAGE 1 AND ADDENDUM PAGE 1	1
II. COVER LETTER.....	3
III. TABLE OF CONTENTS	4
IV. CONFLICT OF INTEREST STATEMENT	5
V. TRADE SECRET	6
VI. CERTIFICATION – DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS	7
VII. REFERENCES.....	9
VIII. PARTICIPATION	10
IX. EXCEPTIONS	11
X. VENDOR COMPANY DATA	12
XI. SCOPE OF WORK	26
XII. COST PROPOSAL	41
XIII. CHECK LIST	43



This page has been left blank for double-sided printing.



IV. CONFLICT OF INTEREST STATEMENT

Abbe & Associates has no real or perceived conflicts of interest relating to any work within Fresno County. Abbe & Associates will comply with all federal, state and local conflict of interest laws, statutes and regulations.



This page has been left blank for double-sided printing.



V. TRADE SECRET

Proposal No. 918-5467

TRADE SECRET ACKNOWLEDGEMENT

I have read and understand the above "Trade Secret Acknowledgement."

I understand that the County of Fresno has no responsibility for protecting information submitted as a trade secret if it is not delivered in a separate binder plainly marked "Trade Secret." I also understand that all information my company submits, except for that information submitted in a separate binder plainly marked "Trade Secret," are public records subject to inspection by the public. This is true no matter whether my company identified the information as proprietary, confidential or under any other such terms that might suggest restricted public access.

Enter company name on appropriate line:

_____ (Company Name)	Has submitted information identified as Trade Secrets in a separate marked binder.**
Abbe & Associates LLC _____ (Company Name)	Has not submitted information identified as Trade Secrets. Information submitted as proprietary confidential or under any other such terms that might suggest restricted public access will not be excluded from treatment as public record.

ACKNOWLEDGED BY:

_____ Signature (In Blue Ink)	(415) 235-1356 _____ Telephone
Ruth C. Abbe, Principal _____ Print Name and Title	_____ Date
1028 Fair Oaks Avenue _____ Address	
Alameda, CA 94501 _____ City State Zip	

**Bidders brief statement that clearly sets out the reasons for confidentiality in conforming with the California Government Code definition.

Not applicable.



This page has been left blank for double-sided printing.



VI. CERTIFICATION – DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS

Proposal No. 918-5467

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS--PRIMARY COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.



Proposal No. 918-5467

CERTIFICATION

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it, its owners, officers, corporate managers and partners:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature:
(in blue ink)

Date:

5/17/16

Ruth C. Abbe, Principal

(Printed Name & Title)

Abbe & Associates LLC

(Name of Agency or Company)



VII. REFERENCES

Abbe & Associates maintains excellent relationships with our solid waste clients and is actively engaged with each of them in conducting follow-on projects to implement new policies, programs and infrastructure.

Proposal No. 918-5467

VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR PROPOSAL

Firm: Abbe & Associates LLC

REFERENCE LIST

Provide a list of at least five (5) customers for whom you have recently provided similar services. Be sure to include all requested information.

Reference Name: San Francisco Environment Contact: Robert Haley, Zero Waste Program Manager
Address: 1455 Market Street
City: San Francisco State: CA Zip: 94103
Phone No.: (415) 355-3752 Date: 2001-Present
Service Provided:

Provide on-call assistance to the City and County of San Francisco in solid waste analysis, generation studies, AB 939 reporting, CalRecycle compliance, facility analysis, and rate review assistance.

Reference Name: Austin Resource Recovery Contact: Bob Gedert, Director
Address: P.O. Box 1088
City: Austin State: TX Zip: 78767
Phone No.: (512) 974-1926 Date: 2010-2011
Service Provided:

Assisted the City of Austin in developing the Austin Resource Recovery Master Plan, the Department's Zero Waste Master Plan.

Reference Name: Los Angeles - Bureau of Sanitation Contact: Reina Pereira, Solid Waste Manager
Address: 1149 South Broadway, 9th Floor
City: Los Angeles State: CA Zip: 90015
Phone No.: (213) 485-3296 Date: 2007-2015
Service Provided:

Assisted the City of Los Angeles in developing its Solid Waste Integrated Resources Plan, envisioned to be the City's 20-year Zero Waste Master Plan.

Reference Name: Castro Valley Sanitary District Contact: Naomi R. Lue, Solid Waste Supervisor
Address: 21040 Marshall Street
City: Castro Valley State: CA Zip: 94546
Phone No.: (510) 537-0757 x101 Date: 2014
Service Provided:

Assisted the Castro Valley Sanitary District to identify appropriate strategies for maximizing diversion from landfills over a 10-year planning period.

Reference Name: South Bayside Waste Management Authority Contact: Cliff Feldman, Recycling Programs Manager
Address: 610 Elm Street, Suite 202
City: San Carlos State: CA Zip: 94070
Phone No.: (650) 802-3502 Date: 2015
Service Provided:

Provided policy and program analysis, case studies, cost analysis and implementation plan for the Authority's Long Range Plan, Zero Waste Analysis and School Recycling Program.

Failure to provide a list of at least five (5) customers may be cause for rejection of this RFP.



This page has been left blank for double-sided printing.



VIII. PARTICIPATION

Proposal No. 918-5467

PARTICIPATION

The County of Fresno is a member of the Central Valley Purchasing Group. This group consists of Fresno, Kern, Kings, and Tulare Counties and all governmental, tax supported agencies within these counties.

Whenever possible, these and other tax supported agencies co-op (piggyback) on contracts put in place by one of the other agencies.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the terms of the original contract, all the while holding the County of Fresno harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies within this group as you are proposing to extend to Fresno County. * **Note: This form/information is not rated or ranked for evaluation purposes.**

☒ Yes, we will extend contract terms and conditions to all qualified agencies within the Central Valley Purchasing Group and other tax supported agencies.

☐ No, we will not extend contract terms to any agency other than the County of Fresno.

(Authorized Signature in Blue Ink)

Ruth C. Abbe, Principal

Title



This page has been left blank for double-sided printing.



IX. EXCEPTIONS

Abbe & Associates takes no exceptions to the general or specific terms and conditions, the scope of work, the proposal content requirements or any other part of the RFP (918-5467).



This page has been left blank for double-sided printing.



X. VENDOR COMPANY DATA

A. Project Experience

Abbe & Associates has extensive experience working with communities to develop solid waste plans and programs similar to those requested by the County. The following table summarizes solid waste planning projects undertaken by our team within the last five years.

Project	Date	Stakeholder Outreach	Evaluation of Policies Programs Facilities	Financial Analysis	Implementation Plan
Austin Resource Recovery Plan	2009-2011	✓	✓	✓	✓
Alameda Zero Waste Plan	2009-2010	✓	✓	✓	✓
Castro Valley Sanitary District Zero Waste Strategic Plan	2014	✓	✓	✓	✓
Dallas Local Solid Waste Management Plan	2011-2013	✓	✓	✓	✓
Fort Collins Road to Zero Waste Plan	2013	✓	✓	✓	✓
Lane County Solid Waste Master Plan	2016	✓	✓		
Louisville/Jefferson County Solid Waste Master Plan	2015-2016	✓	✓		
Los Angeles Solid Waste Integrated Resources Plan	2008-2015	✓	✓	✓	✓
Mecklenburg County Solid Waste Management Plan	2012	✓	✓		
Pasadena Zero Waste Strategic Plan	2013-2014	✓	✓	✓	✓
Santa Monica Zero Waste Strategic Operations Plan	2011-2012	✓	✓	✓	✓



B. Project Examples

Zero Waste Analysis

City and County of San Francisco, California |
2001-2016

GOAL OR DESIRED OUTCOME: The goal of this project has evolved over the years. The City originally contracted with CalRecovery to perform an annual diversion study to document compliance with AB 939 and measure progress toward 25% and 50% diversion targets. Our team took over the contract in 2001 and conducted annual diversion studies in 2001, 2002 and 2003. Per our recommendation, the City established a new base year in 2002 and has since used the CalRecycle disposal methodology for demonstrating compliance. Thus, the City's annual needs are to document Class II waste disposal and biomass diversion to more accurately estimate the City's diversion rate.

Since the City has not had to use resources to conduct an annual diversion study, the contract has been used for other studies and research projects to assist the City in reaching its Zero Waste goal. These include:

- A siting study to identify a site appropriate for the development of a new Zero Waste facility for Recology.
- A transportation study to determine the feasibility of transporting discarded materials through the Port of San Francisco.
- A series of litter studies to identify the composition of litter items. The results of these studies supported the City's implementation of a cigarette butt fee.
- A survey of the dog guardian community. The result of this survey supported the City's implementation of a plastic grocery bag ordinance.
- An operating ratio survey. This survey supported the City's review of Recology's rate application.



Reference

Robert Haley,
Zero Waste Program Manager
SF Environment
robert.haley@sfgov.org
415.355.3752



METHODOLOGY USED: The City has periodically undertaken full-scale generation studies, examining both the total amount and composition of the diverted and disposed materials streams generated in the City.

Materials Characterization Methodology

Task 1 Develop Sampling Plan

- Step 1: Conduct Planning Meeting and Site Visit
- Step 2: Design Protocol and Develop a Sampling Plan
- Step 3: Schedule Sampling

Task 2: Conduct Field sampling

- Step 1: Select Loads for Sampling
- Step 2: Select Samples
- Step 3: Hand Sort Samples and/Conduct Visual Samples
- Step 4: Review Data

Task 3: Enter Data and Complete Analysis

- Step 1: Determine Annual Quantities
- Step 2: Conduct Composition Analysis

Task 4: Prepare Draft and Final Reports



Diversion Study Methodology

Task 1: Conduct phone survey of reuse and recycling businesses receiving materials from San Francisco generators

Task 2: Conduct phone survey and site visits of the largest commercial generators

Task 3: Conduct phone survey and site visits of City government departments

Task 4: Compile biosolids, biomass, and Alternative Daily Cover tonnage amounts

Task 5: Compile Recology program diversion tonnages

Task 6: Compile Department of Conservation diversion tonnages

Task 7: Conduct phone survey of Class 2 landfill operators that accept designated wastes

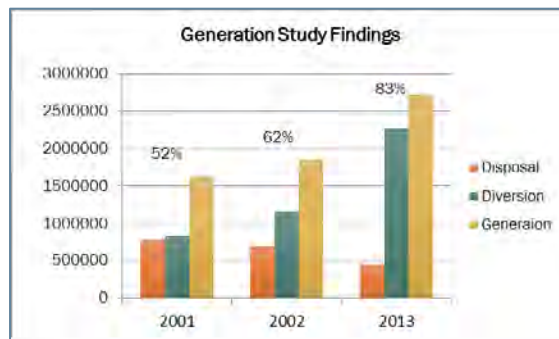
Task 8: Document construction and demolition debris recycling and source reduction

Task 9: Prepare Draft and Final Reports

RESULTS OR RECOMMENDATIONS: Each of the studies that we have conducted has assisted the City in moving forward with Zero Waste policies, programs, and infrastructure. The annual reporting activity and periodic Generation Studies have helped the City track its diversion rate and plan for future program implementation.

KEY FINDINGS: The periodic Generation Studies documented:

- 52% diversion in 2001, based on 839,639 tons diverted and 784,421 tons of disposal
- 62% diversion in 2002, based on 1,153,829 tons diverted and 702,012 tons of disposal
- 83% diversion in 2013, based on 2,260,708 tons diverted and 454,219 tons of disposal



COST: The on-call projects are variable, but annual costs range between \$25,000 and \$50,000. Generation studies, typically conducted every seven years, have cost from \$150,000 (for the diversion studies) to \$250,000 (for the materials characterization studies).



REFERENCE

Reina Pereira, Project Manager
City of Los Angeles
Reina.Pereira@lacity.org
213.485.3296

Solid Waste Integrated Resources Plan City of Los Angeles, CA | 2007-2015

Our team assisted the City of Los Angeles in developing its Solid Waste Integrated Resources Plan, envisioned to be the City's 20-year Zero Waste Master Plan. During Phase 1, we worked with LA stakeholders to develop the guiding principles for the 20-year Zero Waste Master Plan by conducting 36 public workshops, 3 citywide conferences, 75 business interviews, 100 key constituent meetings, and 36 grassroots house meetings. Our team conducted extensive outreach to communities across the City and provided multilingual translation in Spanish, Armenian, Mandarin, and Korean. During Phase 2, we developed the policy, programs and facility plan; financing plan; implementation plan; and environmental documentation. We conducted several studies for this Zero Waste Analysis, described below.

PROGRAM ANALYSIS: Our team identified the policies and programs needed to achieve 90% diversion by 2025 and Zero Waste by 2030. These included: mandatory recycling and composting, product and packaging bans, universal collection for recyclable and compostable materials for all generators throughout the City, and expanded requirements for construction and demolition debris diversion.

FACILITY ANALYSIS: Our team identified the facilities needed to manage the materials diverted through reuse, recycling, and composting including: resource recovery centers, commingled recycling facilities, organics processing facilities, and mixed materials processing facilities.

GENERATION PROJECTIONS: Our team used data from materials characterizations studies performed for the City of Los Angeles and the State of California to develop a detailed Generation Projection Model to evaluate the impacts of selected policies, programs, and facilities on the City's diversion rate over the planning period through 2030. The model is capable of testing several scenarios for implementation and can be adapted as future programs are identified.

FINANCIAL PLAN AND IMPLEMENTATION SCHEDULE: Our team used the cost estimates from the program and facility analysis and the generation projections to develop a detailed financial model projecting the Department's costs and revenues over the planning period through 2030. The implementation schedule identified the tasks, responsible entities and timeframes for implementation of the policies, programs and facilities identified in the plan.

PROGRAM ENVIRONMENTAL IMPACT REPORT: Our team evaluated the environmental impact of the policies, programs, and facilities to be developed over the planning period.

RESULTS: The Plan was published in October 2013, and the City of Los Angeles has implemented many of the policies and programs, including: plastic bag ban, food scraps collection, and multifamily recycling.



Zero Waste Master Plan City of Austin, TX | 2009-2011

The City of Austin adopted its Zero Waste Strategic Plan, which set a goal of 20% reduction in per capita generation by 2012 and Zero Waste by 2040, in 2009.

REFERENCE

Bob Gedert, Director
Austin Resource Recovery
City of Austin
Bob.Gedert@ci.ausitn.tx.us
512.974.1926

Our team assisted the City in developing the Austin Resource Recovery Master Plan, the Department's Zero Waste Master Plan. The Master Plan projects future activities and services provided by Austin Resource Recovery for the next 30 years. The Master Plan looks at the Austin Resource Recovery Department in its entirety, laying a framework for how the Department provides services to its customers, and empowers the Austin community to achieve Zero Waste.

Implementation plans for each proposed project, service, or policy were developed within the context of the Master Plan, each one in synergy with the other to ensure consistency between the service message and physical development of the service program.

The United Nations Urban Environmental Accords, which were developed in 2005 in San Francisco when the City hosted World Environment Day, were the foundation for the City of Austin's strategic and master planning efforts. The Accords are a set of 21 actions that the United Nations asked city governments to adopt and implement. In honor of the United Nations World Environment Day, the City of Austin signed the Urban Environmental Accords. The following three Accord actions are incorporated into the Master Plan:

- Implement "user-friendly" recycling and composting programs to reduce per capita solid waste sent to landfill and incineration by 20% by 2012.
- Adopt a citywide program that reduces the use of a disposable, toxic, or nonrenewable product category by at least 50% by 2012.
- Establish a policy to achieve Zero Waste going to landfills and incinerators by 2040.

Early tasks for our team's work on the Master Plan included research on best practices for regionalization, public-private partnerships, producer take-back programs, and local market development. We developed a Needs Assessment technical memorandum which evaluated 30 existing initiatives and 28 new initiatives for increasing the City's diversion rate. The programs we evaluated included food scrap diversion, mandatory recycling and composting, construction and demolition debris recycling, enhancements to the litter abatement program, and updates to the City's climate action plan. We conducted extensive stakeholder outreach, including a two-day planning charrette to obtain input on the Needs Assessment.

We developed a detailed pro forma which projected the diversion rates and tons and the costs and revenues for the Department over the planning period. This analysis provided the basis for the detailed financial plan, implementation schedule and policy, program and facility descriptions. We then supported Department staff in finalizing the Master Plan.



RESULTS: The City Council adopted the final [Master Plan](#) in December 2011. The Department has implemented many of the policies and programs identified in the plan, including a single-use grocery store bag fee, food scrap collection, and the mandatory recycling and composting ordinance.



REFERENCE

Naomi R. Lue,
Solid Waste Supervisor
Castro Valley Sanitary District
naomi@cvsan.org
510.537.0757 x101

Zero Waste Strategic Plan Castro Valley Sanitary District | 2013-1014

Our team assisted CVSan to identify appropriate strategies for maximizing diversion from landfills over a 10-year planning period. This stakeholder-driven process included: 3 public workshops, 16 meetings with public agencies, stakeholder groups, and service providers, 2 meetings with CVSan's Solid Waste Committee and 2 tours - Davis Street Transfer Station in San Leandro and El Cerrito Recycling Center. Based on input from these meetings and using the Zero Waste Community Checklist, prepared a list of policies and programs for consideration. The Zero Waste Strategic Plan recommends specific policies and programs to achieve Zero Waste in the short-term (1-3 years), medium-term (3-7 years), and long-term (7-10 year). The Plan identifies action steps and planning level costs for implementing the recommended policies and programs, including: capital costs, increased staff support and additional outreach materials - publications, media, signs, bins, stickers.



C. Individual Qualifications

Ruth Abbe | Project Manager and Principal Solid Waste Planner



Ruth Abbe is a senior management consultant with 25 years of experience in program planning and implementation, facility and collection procurement, contract negotiation, financial analysis, and stakeholder engagement. She is a national leader in Zero Waste planning and works with municipalities across the country to develop the social and physical infrastructure

to achieve high diversion. Ruth is a Fresno County specialist and supporting the County in solid waste planning from 1992 to 2006.

Ruth has worked with more than 50 communities and private sector clients to plan and implement their recycling, organics, construction and demolition debris programs and high diversion strategies. She has provided planning and program implementation services to the Cities of Austin and Dallas, and Fort Collins (CO); Mecklenburg County (NC); and the Cities of Los Angeles, Palo Alto, Pasadena, and San Jose. She has supported the City of San Francisco in Zero Waste Analysis since 2001.

She has assisted the Cities of Austin (TX) and Los Angeles to evaluate the feasibility of implementing their mandatory recycling and composting ordinances. Through her work with the Northern California Recycling Association, she is assisting the City of Oakland and Waste Management of Alameda County to implement mandatory recycling and composting requirements in 250 multifamily buildings throughout Oakland.

She is the school recycling program manager for the Central Contra Costa Solid Waste Authority in Walnut Creek, where she works with 60 schools in six school districts to comply with the mandatory recycling and composting programs required under state law.

She has developed an award-winning recycling and composting program for the Alameda schools (the Alameda Green Schools Challenge) and supports the "Miss Alameda Says, 'Compost!'" program to help implement mandatory recycling and composting requirements at Alameda restaurants and multifamily buildings.

Education

- B.A., Philosophy and Fine Arts, Amherst College

Professional Affiliations

- Zero Waste International Alliance, Board of Directors
- Grassroots Recycling Network (Zero Waste USA), President
- Solid Waste Association of North American, Gold Rush Chapter, Board of Directors, Past President
- Californians Against Waste, Board of Directors

Expertise

- Zero Waste Programs and Infrastructure
- Diversion Program Planning and Implementation
- Economic Analysis and Financial Planning
- Organics Management, Composting and Anaerobic Digestion
- Stake-Holder Engagement, Public Education and Social Marketing

References

Robert Haley, Zero Waste Program Manager

San Francisco Department of the Environment

1455 Market Street

San Francisco, CA 94103

Robert.Haley@sfgov.org | 415.355.3752

Reina Pereira, Solid Waste Manager

City of Los Angeles

Bureau of Sanitation

1149 South Broadway, 9th Floor

Los Angeles, CA 90015

Reina.Pereira@lacity.org | 213.485.3296



Portia Maureen Sinnott | Program Analysis



Portia is the owner of Micro Services Plus (MS+), an environmental consultancy committed to the principles of sustainability. Established in 1983, MS+ specializes in innovative, cutting edge projects designed to serve as models for others. MS+ also provides research, data management, programming and project services to US and European agencies including U.S. EPA, City of San Francisco, StopWaste.Org, WASTE (Holland), UN Habitat (Kenya) and USAID (Bulgaria) as well as other consulting firms.

A certified federal contractor, recent projects include a resource guide for EPA Region 1- New England and an assessment framework and contracting best practices for EPA Region 9 – Pacific Southwest. These large and comprehensive multi-year contracts provided content for the new EPA website: Managing and Transforming Waste Streams – A Tool for Communities (2015). Building on the assessment tool efforts, Portia recently produced two well-attended tool workshops plus a conference panel.

Past accomplishments include writing for Resource Recycling Magazine: “The Value of Understanding – Reuse and Repair”, “Fine-Tuning Your Multi-Family Recycling Program” and “State of the Art” a national survey of multi-family recycling programs, plus numerous websites, on-line surveys and directories. Portia was the data manager for UN Habitat’s 2010 Solid Waste Management in the World’s Cities publication and wrote the chapters on the City of San Francisco and Tompkins County New York. She also initiated, co-designed and coordinated the San Francisco State University Extended Education Integrated Waste Management Certificate Program which was used as a model for similar programs at U. C. Berkeley and U. C. Santa Cruz.

Education

B.A., Interdisciplinary Social Science,
San Francisco State University

Professional Affiliations

Northern California Recycling
Association, Editor and Past
President and Board Member

Global Recycling Council of the
California Resource Recovery
Association, Executive Committee
Member

Zero Waste USA, Program Director

Zero Waste Brain Trust, Convener

LITE Initiatives - Zero Waste Sonoma
County and Community Bikes,
Founder and Executive Director

Expertise

- Project Management, Data Management And Programming
- Event and Meeting Production and Facilitation
- Research, Planning And Field Studies
- Public Outreach and Education, Websites and Social Media
- Program Analysis, Design, Implementation And Monitoring
- Reuse and Repair Program Development and Directory Production
- Commercial and Multi-Family Technical Assistance and Green Business Certification

Reference

Karen Irwin, Sustainable Local
Government Lead
U.S. Environmental Protection
Agency, Region 9 LND-1-1
75 Hawthorne St.
San Francisco, CA 94105
Irwin.Karen@epa.gov
415.947.4116



Richard Anthony, Service Opportunities Analysis



Richard V. Anthony began his career in Public Administration in 1971 as a manager of the California State University Long Beach Recycling Center. He received a MS in Public Administration in 1974. Rick has worked his entire career in environmental program management positions, beginning in Fresno County. As a Solid Waste Manager he wrote and then implemented Solid

Waste plans for Fresno County (1979-1987). While in Fresno County, he supported the development of the American Avenue Landfill and staffed the County's solid waste commissions. He hosted the first National Recycling Congress in Fresno County, which highlighted the County's policies and programs. He was the Solid Waste Manager for San Diego County (1987-1998) and expanded the County's recycling programs and solid waste infrastructure. He has participated in developing high diversion and Zero Waste plans as a consultant since 1998.

He is an internationally recognized and published expert in the area of Resource Management using the Zero Waste Systems approach. He has led International Dialogs on Zero Waste in Nanaimo Canada, Berkeley and San Francisco USA, Florianopolis, Brazil, Puerto Princesa, Philippines, and Naples, Italy. Richard Anthony is a founder and member of the Board of Directors of the California Resource Recovery Association, the Grassroots Recycling Network, the Zero Waste International Alliance, and the U.S. Zero Waste Business Council. He has been a Professor of Zero Waste at Irvine Valley College and an Instructor in the California Resource Recovery Association Certificate Program.

Rick has completed work on the Zero Waste Plan for San Diego CA, and provided "As Needed" Recycling consulting services for the County of San Diego and Goodwill Industries of San Diego County. In the last five years, He has worked on Zero Waste plans and projects for the cities of San Diego, Los Angeles, Oceanside, Santa Monica, Glendale, Fort Collins, and the Island of Hawaii.

Education

B.A., M.A., Political Science (Public Administration), California State University, Long Beach, California

Professional Affiliations

Board of Directors Grassroots Recycling Network (1996-present)

Board of Directors; California Resource Recovery Association (1975-1979, 1980-1993, 1994-96, 2000-present)

Board of Directors; Keep California Beautiful (1991- present)

Board of Directors; Mount Carmel Soccer Booster Club dba Sun Devil Recycling (1991-96)

Founding member and former Board of Director; National Recycling Coalition (1980-1993)

California State University Long Beach, Associated Students Ecology Commission (1971-1974)

Board of Directors; Zero Waste International Alliance (ZWIA) (2003-present)

Expertise

- Economic and Community Development
- Market Development
- Policy Development and Analysis
- Program Planning and Management

Reference

Colleen Foster
Senior Management Analyst
Solid Waste and Recycling
City of Oceanside
300 North Coast Hwy
Oceanside, CA 92054
CFoster@ci.oceanside.ca.us
760.435.5021



Gary Liss, Policies Analysis and Negotiations Assistance



Gary has more than 42 years of experience in the solid waste and recycling field. He has been President of Gary Liss & Associates since 1998 (18 years), which helps clients on procurement of garbage and recycling systems, strategic analyses of garbage rates and solid waste fees, development of commercial recycling incentives and programs, integrated waste management systems design, community-wide Zero Waste plans, project management, program planning and

implementation, policy and program analysis and advocacy, and organizing resource recovery parks.

Gary is the former Solid Waste Manager for the City of San Jose and oversaw the implementation of many of that City's state-of-the-art policies and programs. He has negotiated multiple franchise agreements and operating agreements designed to maximize diversion.

Gary is a leading advocate of Zero Waste and has helped more communities develop Zero Waste plans than anyone else in the U.S. He is a founder and President of the U.S. Zero Waste Business Council that is developing a third party certification program for Zero Waste Businesses. The California Resource Recovery Association selected him as Recycler of the Year in 2005. In 2008 he was elected to Council in Loomis, California and was Mayor in 2010.

Relevant project experiences include:

- Integrated Waste and Recycling System Procurement, Lewiston, Idaho
- Refuse and Recycling System Procurement, Hawthorne, California
- Strategic Analyses of Zero Waste System Design for New Citywide Garbage and Recycling System Procurement, Oakland, California
- Montara and Granada Sanitary Districts, CA Solid Waste and Recycling System
- Del Norte County Waste Management Authority, CA Transfer Station/MRF

Education

Masters in Public Administration,
Rutgers University

B.S., Civil Engineering (Environmental
Engineering major), Tufts University

Professional Affiliations

Vice President, U.S. Zero Waste
Business Council

Programs Chair, Zero Waste USA

Policy Chair, Zero Waste International
Alliance

Board Member, National Recycling
Coalition

Expertise

- Zero Waste and High Diversion
Planning
- RFPs and Contracts
- Resource Recovery Parks

Reference

Bob Gedert, Director
Austin Resource Recovery
P.O. Box 1088
Austin, Texas 78767
Bob.Gedert@ci.ausitn.tx.us
512.974.1926



Tim Raibley | Facility Analysis & Engineering Support



Tim Raibley is an HDR vice president and the organics management practice leader. He has more than 30 years of environmental and civil engineering experience, including extensive work with solid waste diversion facilities such as single stream recycling facilities, aerobic compost facilities, anaerobic digester facilities, and solid waste transfer facilities. His work with these facilities has included facility engineering and development, landfill permitting and design, landfill operations efficiency evaluations, waste stream economic analysis, and waste stream management. His involvement in these projects has ranged from conceptual planning, fatal flaw analysis, peer review, design of working plans and specifications to construction management and construction quality assurance.

Tim has supported HDR's work for San Francisco through activities including reviewing recyclables processing technology proposals and evaluating options for siting a processing facility at the Port of San Francisco.

Tim has assisted the City of San Jose in enhancing its local materials processing facilities. He has been involved in this effort in many ways, from participating in initial visioning and strategy development through supporting procurement of processing facility construction vendors. Specifically, Tim assisted the City in crafting a Request for Proposals aimed at firms qualified to construct and operate an organics processing facility. Tim participated in the proposal review process for this RFP, which culminated in selecting a dry fermentation anaerobic digestion technology that ZWED of San Jose constructed. The facility opened in December 2013 and is designed to process 90,000 tons per year at full capacity.

Tim assisted the University of California Davis in its goal of developing a commercial scale anaerobic digester facility. HDR developed a feasibility study analyzing a variety of digestion technologies to process pre-and post-consumer food waste from the campus cafeteria as well as manures from the various animal facilities (e.g., dairy, beef, equine, swine, sheep, primate, and avian) on campus. Tim developed a comparative analysis of the scaled-up digestion process including design development plans, cost estimates, and supporting data for the commercial scale.

Education

- B.S., Civil Engineering, California State University, San Jose

Registrations

- Professional Engineer (Civil): California, Arizona, Oregon, Washington

Professional Affiliations

- Solid Waste Association of North America, Member

Expertise

- Organics program management and facility analysis
- Feasibility studies
- Long range planning
- Facility design and permitting

References

Michele Young, Project Manager
City of San Jose
Environmental Services Department
200 East Santa Clara Street
San Jose, CA 95113
Michele.Young@sanjoseca.gov
408.975.2519

Rob Smoot, Senior Engineer
Portland Metro
600 NE Grand Avenue
Portland, OR 97232
Rob.Smoot@oregonmetro.gov
503.797.1689

Professor Ruihong Zhang
Department of Biological and
Agricultural Engineering
3046 Bainer Hall
University of California
Davis, CA 95616
rhzhang@ucdavis.edu | 530.754.9530



Kevin McCarthy | Negotiations & Financial Analysis

Kevin is a senior project manager and Integrated Waste Solutions manager at CH2M. For the past 25+ years, Kevin has served in a variety of private and public sector recycling and solid waste planning roles, including providing operational

oversight and environmental compliance at solid waste transfer stations and MRFs, managing a national electronics recycling business, and serving as Executive Director for a twelve member public joint powers agency (RethinkWaste) in California representing nearly 500,000 residents and 10,000 businesses. Through these roles, Kevin has established an exceptional track record implementing complex, large-scale, cost-effective recycling and solid waste collection and processing programs and services.

For the past nine years, Kevin served as the first Executive Director of the JPA with an annual operating budget of \$42.5 million, including ownership of the nationally recognized Shoreway Environmental Center (a 16-acre Transfer Station, MRF and corporation yard facility). The JPA's programs and the Shoreway facility have received top local, state, and national awards.

Kevin led a multi-year RFP process resulting in the award of 13 separate franchise agreements for collection services (weekly solid waste, recycling, and organics collection) in San Mateo County. The total contract revenue is over \$1 billion over ten years. The JPA is responsible for ongoing contract administration for the 13 agreements, including the annual compensation adjustment process and public outreach and education.

Kevin managed a multi-year RFP process resulting in the award of a new operations agreement for the Shoreway Environmental Center in San Carlos, which handles nearly 450,000 tons per year. The selected operator's costs were \$2.3 million per year lower than the previous operator's cost, which led to 17% savings per year or \$23 million over the ten-year contract life.

Kevin developed and managed a facility master plan resulting in \$46 million in capital improvements, including a new 70,000 sq. ft. MRF with a 50-tons per hour single stream processing system, a 20,000+ sq. ft. addition to a transfer station, traffic improvements and new scales, a new public recycling center, and an education center which hosts over 5,000 visitors per year. The master plan was completed \$1 million under budget.

Education

- B.S., Environmental Policy Analysis and Planning, University of California at Davis

Professional Affiliations

- California Resource Recovery Association
- Solid Waste Association of North American, Gold Rush Chapter

Expertise

- Executive Management
- Facility Operations and Master Planning
- Diversion Program Planning and Implementation
- Contract Negotiation and Management
- Economic Analysis and Financial Planning

References

Larry Patterson, City Manager
City of San Mateo
330 West 20th Avenue
San Mateo, CA 94403
lpatterson@cityofsanmateo.org
650.522.7000

Cliff Feldman, Recycling Programs Manager
RethinkWaste
610 Elm Street, Suite 202
San Carlos, CA 94070
cfeldman@rethinkwaste.org
650.802.3502

Jim Miller, President
JRMA
2700 Saturn Street
Brea, CA 92821
jrmiller@jrma.com | 714.524.1870



D. Bidder's Current Operations

Abbe & Associates LLC will be the lead consultant and prime contractor to the County. Abbe & Associates is a full-service environmental consulting firm specializing in the social and physical infrastructure of high diversion and Zero Waste. Our principal, Ruth Abbe, has led many large, diverse teams of contractors and subconsultants to deliver complex technical assistance projects and solid waste plans and programs for communities across the country, including Alameda County, Austin, Dallas, Los Angeles, San Jose, and Mecklenburg (NC). Abbe & Associates is currently supporting the development of the high diversion plans for Louisville/Jefferson County (KY), and Eugene/Lane County (OR).

Abbe & Associates provides solid waste technical assistance to large generators and institutions, including California State University, Long Beach and California State University, Los Angeles. We are also providing logistical support, waste audits, custodial training, and program implementation assistance to six school districts in Contra Costa County. We have provided commercial technical assistance through the StopWaste Business Partnership and have implemented recycling and composting programs for restaurants, multifamily complexes, and schools in the City of Alameda.

Abbe & Associates also has extensive expertise in program analysis, data collection and management, CalRecycle compliance assistance, contract development, and rate analysis. We have performed these services for clients including the Castro Valley Sanitary District; the cities of Fremont, San Francisco and Stockton; the Counties of Fresno, Santa Cruz, and Sonoma; and the South Bayside Waste Management Authority, among others.

Our principal, Ruth Abbe, is a former vice president of Brown, Vence & Associates and HDR Engineering, Inc. and provided technical assistance and solid waste planning services to Fresno County and each of the cities in the County from 1992 through 2006. Projects included:

- Development of Source Reduction and Recycling Elements and Household Hazardous Waste Elements for the County and each of the cities in the County
- Preparation of Annual Reports to the California Integrated Waste Management Board for the County and each of the cities in the County
- AB 939 Compliance Assistance and Support in the Development of the County's Construction & Demolition Debris Ordinance
- Negotiations Assistance and Support in the Development of the Exclusive Service Area Program for the unincorporated areas of the County
- Generation Study for City of Fresno documenting that the City had reached 62 percent in 2004

E. Audited Financial Statements

This information is to be provided after the RFP closes, if requested.



F. Terminated Contracts

Abbe & Associates has not entered into any contracts that were terminated before completion.

G. Lawsuits or Legal Actions

Abbe & Associates has not been involved in any lawsuits or legal actions.

H. Payment Problems

Abbe & Associates has not had any payment problems with the County.



XI. SCOPE OF WORK

A. Project Approach

1. Project Understanding

In evaluating its policies, plans and agreements, the County will need to address both the physical and social infrastructure needed to achieve the statewide goal of 75 percent source reduction, recycling and composting. We have identified the following key issues that will inform this process:

- Physical Infrastructure – Organics Processing
- Physical Infrastructure – Collection Systems
- Social Infrastructure – Funding
- Social Infrastructure – Regional Cooperation

Physical Infrastructure – Organics Processing

The County has significant programs and infrastructure for recycling. To meet the State of California's requirement of 15 years of organics capacity, future planning efforts will need a strong focus on organics management and strategies to develop more organics processing capacity.

Our team has extensive international, national and statewide experience, in edible and compostable organic discard policy, planning, regulation and management. The EPA adopted food recovery hierarchy uses a “highest and best use” approach emphasizing source reduction, food donation and animal feed first, followed by decentralized composting and centralized organics processing options. Focus on upstream efforts will be critical to the success of the County's planning and implementation efforts.



We have worked with commercial and institutional generators to reduce the generation of wasted food and implement food donation programs and protocols using the **LeanPath program** and U.S. EPA food waste reduction calculator for StopWaste - the Alameda County Waste Management Authority. We supported the preparation of the **Santa Clara County Food Rescue Capacity Study** and are conducting research on food waste prevention, food rescue and food donation for Alameda County. This includes identifying the role of franchised haulers in food waste reduction and food rescue.

Given the limited existing infrastructure and challenge of developing new facilities fast enough to keep up with the phase-in dates required by Assembly Bill 1826, a strong focus on source reduction and food donation could be considered as the foundation of the County's effort to bring the County as close as possible to 75 percent. This would also yield superior social, economic and environmental benefits to edible and compostable organic discard planning and management for the County.

Physical Infrastructure – Collection Systems

Fresno County has 10 Exclusive Service Areas for the collection and processing of solid waste, recycling and green waste in the unincorporated areas of the County. The agreements were negotiated in 2005-



2006 to provide cost-effective recycling and green waste collection in order to comply with the diversion requirements of AB 939. Originally, 14 districts were established and have since been consolidated through acquisitions. All haulers operating in the County were provided with exclusive territory and customer accounts to match the level of market share that they had at the beginning of the agreement term. Since these agreements are now scheduled to expire in 2018, the County will need to evaluate the current agreements and ensure that customers are provided with adequate services to meet the requirements of AB 341 (mandatory commercial and multifamily recycling collection) and AB 1826 (mandatory commercial and multifamily organics collection).

These types of requirements are precedents for the County and will be a good foundation for the County to consider other requirements to guide the system in the future. Abbe & Associates has extensive experience developing, evaluating and managing contracts and franchise agreements to maximize diversion. Our team members were key staff to the U.S. EPA in the development of a new website: ***Managing and Transforming Waste Streams – A Tool for Communities***

(See: <http://www2.epa.gov/managing-and-transforming-waste-streams-tool-communities>)

This website includes a tool that highlights [best practices](#) for community-wide procurement and contracting for solid waste and recycling services at: <http://www2.epa.gov/managing-and-transforming-waste-streams-tool-communities/contracting-best-practices-resources-used>.

This tool provides a wide range of contracting strategies designed for advancement towards Zero Waste that are already being used by local governments. Many best practices in contracting align incentives between the local governments, contractors and generators to fund diversion programs and facilities and encourage waste reduction, recycling, and composting, including:

- [Incentives and Penalties](#)
- [Separate Compensation from Rates](#)
- [Align Costs to Rates](#)
- [Limit or Eliminate Disposal Payments](#)
- [Reward Workers for More Diversion](#)
- [Require Productive Market Use of Yard Debris and Other Organic Materials](#)
- [Direct Materials to Local Markets](#)
- [Education and Outreach](#)
- [Equal Capacity Commercial Bin Size and Frequency](#)
- [Equal Services for Multi-Family Customers](#)
- [Source Separation Requirement or Preference](#)
- [Purchasing Preferences \(Green Vehicles & Products\)](#)
- [Innovations Clause](#)



Social Infrastructure – Funding

As communities strive for sustainability, an increased focus is being placed on achieving higher diversion and recycling rates. A growing number of communities are setting goals and moving toward achieving Zero Waste, or very high diversion, in an effort to achieve sustainable materials management. However, while most industry professionals would agree that maximizing diversion and recycling is ideal, many local government solid waste programs are currently supported, in large part, by the tipping fees collected at landfills and/or on garbage collection rates. This creates a difficult choice for many local governments that would like to increase their diversion and recycling efforts. They risk a very real financial shortfall commonly referred to as the “death spiral” as tipping fee revenues decrease due to more waste reduction.

The Death Spiral



The more you reduce trash, the more your revenues decline

In most cases, diversion and recycling programs cannot pay for themselves through the sale of recovered materials or disposal fee avoidance. Collection costs can account for as much as 80 percent of the costs to the customer (whether the material collected is trash, recyclables or yard trimmings). As a result, some local governments and industry professionals have begun examining and implementing a variety of alternative funding options that can be used to better align the necessary revenue generation with their waste reduction, diversion and recycling goals. These can take many forms, and can be implemented at different points along the Zero Waste loop.

The Zero Waste Loop





While there is no alternative funding “magic bullet,” we have identified some best practices through our work with a variety of communities facing program funding issues.

These include:

- Compensating collection service providers based on cost of service, rather than Pay-As-You-Throw (PAYT) inclined rates, thus removing a disincentive to diversion.
- Providing a baseline collection service rate that covers the cost of service and then layering City or County-controlled PAYT rates on top of the baseline to create customer incentives.
- Utilizing an enterprise fund for resource management programs to better track costs and revenues.
- Maintaining a balancing account to avoid rate shock.
- Diversifying operations and fee structures, to avoid dependence on one source of revenue.
- Using a flat rate instead of percentage for franchise fees.

The right combination of tools and approaches will be different for every community based on their specific political, social, and financial goals and circumstances. However, common keys to success include: 1) selecting funding mechanisms that send the appropriate signals to the appropriate stakeholders; and 2) communicating openly and transparently with all stakeholders.

Messages to be communicated include:

- *Generators:* Inform them that increased generation results in increased costs for collection, processing and disposal – recycling and diversion programs are not free.
- *Collection service providers:* Incentivize “right-sizing” service to the customer, and compensate providers based on cost of service, rather than having one service subsidize another.
- *Processors:* Support the feedstock for processors through requiring diversion, where possible, or directing the flow of materials to provide economies of scale.
- *Producers of consumer goods:* Send the signal to reduce packaging and toxicity.

In transitioning to a sustainable materials management system, we want to cover the costs of our fixed assets, while sending a signal to customers and service providers to reduce wasting and increase recycling and composting. Ultimately, we will want to right-size our services and our infrastructure, our collection systems and our funding mechanisms and manage our resources responsibly to achieve the best outcomes for our environment and our economy.

Social Infrastructure – Regional Cooperation

The County has been a leader in developing infrastructure to handle community discards through regional cooperation and coordinated activities through regional solid waste planning boards and solid waste commissions. With the advent of the Integrated Waste Management Act of 1989 (AB 939) the County established a Local Task Force to review and approve local and regional plans pursuant to AB 939. The early implementation of AB 939 had Brown, Vence & Associates work regionally with the County and each of the cities in the County to develop the AB 939 planning documents. Hence, the cities and the County have the same plans with varying degrees of implementation. The County then



supported the cities in regional development of policies and programs and in preparing Annual Reports to the California Integrated Waste Management Board (the predecessor agency to the California Department of Resources Recycling and Recovery - CalRecycle). Implementing new policies, programs and infrastructure at a regional level provides economies of scale and level the playing field across the region. Thus, as the County undertakes an evaluation of its existing plans and programs, it will be important to address the needs of the communities across the County.

We have worked with many County-led and regional agencies to develop regional plans and programs, including Fresno County and its cities, Lane County, Oregon, Mecklenburg County, North Carolina, Louisville/Jefferson County, Kentucky, and Sonoma County and its cities. We have also worked with local communities to band together to create regional agencies for implementing new programs and infrastructure, including the Sacramento Regional Solid Waste Authority and the Salinas Valley Solid Waste Authority.

We look forward to supporting Fresno County and the region in developing its future plans and programs.

2. Scope of Work

Task 1 - Assessment of Current and Past Solid Waste Plans

Objective: Prepare a description of the County's existing solid waste management plans, policies, programs and regional facilities and identify opportunities for expansion or improvement.

Approach: The County has many state-of-the-art recycling programs that have been successful in reaching the state-mandated goals for diversion from landfills and disposal reduction. Our team is very familiar with the County's contracts, operations and programs. For this task, we will prepare a description of each of the County's existing policies, programs and regional facilities.

Based on available information provided by County staff, we will identify the participation and capture rates, historic recycling and garbage tonnage over time, the years when programs were implemented, and the successes achieved (in tons and dollars, where available).

We will provide a brief evaluation and identify the opportunities for expansion and enhancement, where appropriate. We will also identify the existing and projected population and business activity over the planning period. This information will be used to estimate materials generation over the planning period.

Center for Hard to Recycle Materials



One area for potential opportunity is the development of drop off centers for "hard to recycle" materials, such as in Boulder, Colorado and El Cerrito, California (above). We have recently documented best practices for self-haul diversion for King County, Washington.



Consultant Responsibilities:

- Evaluate current plans and programs.
- Prepare a one-page summary of each existing policy, program and facility initiative. For budgeting purposes, we anticipate profiling up to 20 existing initiatives.
- Identify existing and projected population, number of businesses and business growth over the planning period.
- Prepare a report providing the review, assessment and revised documentation for the work provided under this task. Report needs to be appropriate for utilization in preparation of CalRecycle's required 5-year plan for the County (planning documentation will be used for 2012 and 2017 5-year plans).
- Each deliverable will be prepared in draft form for County review and will be revised based on the comments received from County staff. We anticipate one draft and one final version of each deliverable.

County Responsibilities:

- Provide available information about existing policies, programs and facilities. Direct consultant team to sources for programs descriptions and statistics.
- Review and provide consolidated comments on draft deliverables.

Task 2 - Exclusive Service Area Program (ESAP) Assessment

Objective: Support County staff in negotiating an extension of the Exclusive Service Area Program agreements, incorporating enhanced services and ensuring compliance with AB 341 (Mandatory Commercial Recycling) and AB 1826 (Mandatory Commercial Organics).

Approach: In our experience, communities that have good working relationships with their service providers can get good “win-win” results through collaborative negotiations. Changes in service providers can be disruptive to communities and can result in service disruptions. In fact, conducting negotiations prior to procurement is a key recommendation from our work on Zero Waste franchises and contracts for the U.S. EPA. We will support County staff and the exclusive service providers to explore options for new and enhanced services and alternative rate and compensation mechanisms that provide an incentive for increasing diversion while keeping rate impacts to a minimum.

We will be available to meet with County staff and the exclusive service providers on an on-call basis during these negotiations. We anticipate participating in up to six meetings. If negotiations result in satisfactory changes to existing services, then the County will move forward with an



extension of the exclusive agreements. We will assist in preparing amendments to the current agreements, which will be subject to review by County Counsel staff.

Consultant Responsibilities:

- Review existing agreements and make recommendations for potential service enhancements and reporting requirements.
- Prepare a list of business terms that will be used in the negotiations.
- Support County staff in negotiations with exclusive service providers.
- Identify protocols for targeting businesses to ensure compliance with AB 341 and AB 1826. This may include a requirement in the agreements that the service providers share information about the service levels of their customers.
- Prepare amendments to current exclusive agreements.
- Prepare a report detailing the findings and recommendations.
- Each deliverable will be prepared in draft form for County review and will be revised based on the comments received from County staff. We anticipate one draft and one final version of each deliverable.

County Responsibilities:

- Schedule meetings with service providers to discuss extension to the exclusive agreements.
- Review and provide consolidated comments on draft deliverables.

Task 3 - Streamline of Administration and Reporting Processes

Objective: Develop streamlined administrative and reporting requirements and processes for oversight of the Exclusive Area Program and Non-Exclusive Waste Hauler Agreement, 2) permitted facilities and 3) jurisdictions.

Approach: For this task we will review the current reporting requirements and administrative processes undertaken by the County. Evaluate whether these processes are efficient in tracking and monitoring compliance and recommend streamlined reporting requirements and administrative processes that meet the goals of the County and requirements under state law.

Consultant Responsibilities:

- Identify regulatory requirements for exclusive agreements, permitted facilities and jurisdictions.
- Review County's goals and objectives for oversight and compliance.
- Interview County staff involved in regulatory oversight.
- Identify methods of streamlining reporting and conducting administrative processes.
- Prepare a report detailing the findings and recommendations.
- Each deliverable will be prepared in draft form for County review and will be revised based on the comments received from County staff. We anticipate one draft and one final version of each deliverable.

County Responsibilities:

- Provide information about County's goals and objectives in conducting oversight.
- Identify staff resources available to provide regulatory oversight.



- Review and provide consolidated comments on draft deliverables.

Task 4 - Funding Methodology Assessment

Objective: Prepare an economic analysis, identifying potential new funding sources and develop a funding and financial plan for County programs to be incorporated into the Master Plan.

Approach: For this task, we will review current funding methodologies and identify the planning level costs associated with each of the proposed policy, program and facility initiatives and identify an appropriate funding source for each initiative. We will prepare a detailed pro forma projecting costs and revenues over the 20-year planning period. The analysis will address the return on investment and financial implications to the County, impact on customer rates, landfill tipping fees, industry, and the diversion potential of the new strategies.

We will then identify potential funding sources and evaluate whether they are appropriate for implementation in the County. We will identify the most feasible funding implementation strategies for the Master Plan and prepare a funding and financial plan.



Consultant Responsibilities:

- Prepare draft and final economic analysis and funding and financial plan.

County Responsibilities:

- Review and provide consolidated comments on draft deliverables.

Key Strengths: Our team members have significant expertise in funding and financing solid waste systems. HDR has conducted over \$3 billion in facility financings. Our team members have procured hundreds of collection and processing service contracts on behalf of our public sector clients. We have recently conducted a series of “High Diversion Rates and Compensation Workshops” for CalRecycle.

Task 5 - Regulatory Requirements and Related County Ordinances

Objective: Prepare recommended revisions to County ordinances to ensure compliance with all local, State and Federal Regulatory requirements.



Approach: County ordinances can be effective in encouraging and ensuring compliance with County goals and objectives and all local, State and Federal Regulatory requirements. In identifying new policies and programs for incorporation into the Master Plan, many of these policies and programs will be more effective if they are implemented through County ordinance.

Consultant Responsibilities:

- Identify regulatory requirements for County ordinances.
- Review County's goals and objectives for new policy and program implementation.
- Identify enhancements to existing ordinances and provide draft language for review by County Counsel staff.
- Prepare a report detailing the findings and recommendations.
- Each deliverable will be prepared in draft form for County review and will be revised based on the comments received from County staff. We anticipate one draft and one final version of each deliverable.

County Responsibilities:

- Provide information about County's goals and objectives in new policy and program implementation.
- Review and provide consolidated comments on draft deliverables.

Task 6 - Education and Outreach Programming

Objective: Identify education and outreach strategies to ensure participation in countywide programs.

Approach: This is one of the key challenges for any solid waste Master Plan. There are three basic approaches to enhancing participation in new or enhanced Policies, Programs and Facilities:

- Education and voluntary programs
- Incentives and policies
- Public developed programs and facilities

Education and voluntary programs are the easiest and least cost to implement and take very little political capital but are usually least effective. Incentives and policies are the most effective but they require an investment of political capital. Publicly developed programs and facilities require an investment of both political and financial capital.

The sweet spot is incentives and policies. A good example of this is how C&D Ordinances have been adopted all over California that require all those building or demolishing buildings to divert 50% or more of the discarded materials. As a result of these policies, the private sector was able to go to the bank and get financing for the necessary processing facilities and collection equipment. Virtually no public money was invested in C&D facilities anywhere in California.



So the challenge is figuring out what are the types of incentives and policies that local elected officials could support that could help transform the marketplace like C&D Ordinances have already done to achieve high diversion goals. In addition to new programs and facilities, achieving results will require changes in consumer and generator behavior. The County can encourage this through outreach, education, and social marketing, where peer groups work together to solve problems and create solutions.

Consultant Responsibilities:

- Review current outreach and education efforts undertaken by County staff, city staff and exclusive service providers and identify opportunities for enhancement.
- Identify appropriate community-based social marketing efforts that could be undertaken by County staff.
- Identify staff or contractor resources that would be needed to achieve the goals and objectives identified through the planning process.
- Prepare a report detailing the findings and recommendations.
- Each deliverable will be prepared in draft form for County review and will be revised based on the comments received from County staff. We anticipate one draft and one final version of each deliverable.

County Responsibilities:

- Identify staff resources available for outreach and education.
- Review and provide consolidated comments on draft deliverables.

Task 7 - Report and Meetings

Objective: Prepare a Master Plan document that truly reflects the community values and aspirations of the County and its stakeholders.

Approach: Based on the direction of County staff and feedback from the stakeholders in the County we will develop a Master Plan documenting the County's goals and objectives over the 5, 10, 15, and 20 year planning periods. The Master Plan will incorporate the data, information and findings developed for the overview of existing programs, opportunities assessment, options and recommendations and funding and financing plan.

Consultant Responsibilities:

- Prepare outline of the Master Plan in draft form and present to County staff for review and comment.





- Prepare revised version of the Master Plan for distribution to stakeholders and the County Board of Supervisors.
- Prepare draft and final PowerPoint presentation, summarizing the highlights of the planning process and key elements of the Master Plan.
- Present the Master Plan at up to four meetings as identified by the County.

Deliverables:

- Initial Draft Plan
- Public Draft Plan
- Final Draft Plan

Key Strengths: Solid waste planning and implementation is our business. We recommend a community-based approach and have been successful in developing plans that serve the unique needs of each community. No one solution or suite of alternatives work for every community. We will prepare a Master Plan document that truly reflects the community values and aspirations of the County and its stakeholders.

B. Sample Reports

We would like the County to see examples of our solid waste planning work for other communities. Electronic copies of each of the following reports are available through the website addresses below. These documents have also been added to a Drop Box folder that has been shared with County purchasing at countypurchasing@co.fresno.ca.us.

Link to the Drop Box folder:

https://www.dropbox.com/sh/7yr14ggfaqj5upo/AABrOIFh_jYX2AFGH-l9gKWxa?dl=0

- Austin Resource Recovery Plan (*approved by the City Council in December 2011*)
http://www.austintexas.gov/sites/default/files/files/Trash_and_Recycling/MasterPlan_Final_12.30.pdf
- Alameda Zero Waste Implementation Plan (*approved by the City Council in October 2010*)
<http://www.planetalameda.com/images/pdf/Alameda-ZeroWasteImplementationPlan-9-16-10.pdf>
- Castro Valley Sanitary District Zero Waste Strategic Plan (*approved by the Board of Directors in August 2014*)
http://www.cvsan.org/sites/default/files/FINAL%20CVSan%20Zero%20Waste%20Strategic%20Plan%20web%20no%20attachments_2014-10-30.pdf
- Los Angeles Solid Waste Integrated Resources Plan (*published in October 2013*)
<http://lacitysan.org/srssi/swirp/files/info/SWIRP%20AppendA%20Oct2013Final.pdf>
- Mecklenburg County Solid Waste Management Plan (*adopted by the County and the Cities in June 2012*)
<http://charmeck.org/mecklenburg/county/LUESA/SolidWaste/ManagementPlan/Documents/MeckCoSolidWasteMgmtPlanJune2012.pdf>

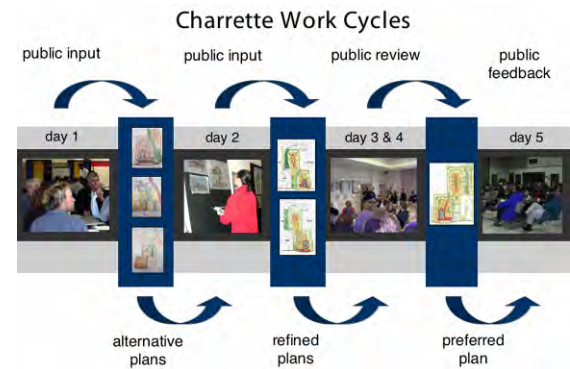


- Palo Alto Zero Waste Operational Plan (*approved by the City Council in September 2007*)
www.cityofpaloalto.org/civica/filebank/blobdload.asp?BlobID=10290
- San Jose Zero Waste Strategic Plan (*approved by the City Council in November 2008*)
<https://www.sanjoseca.gov/DocumentCenter/View/1020>

C. Alternative Solutions

Abbe & Associates welcomes the opportunity to obtain input from the community directly as an alternative solution for this project. This is a task that we often do in the development of comprehensive solid waste for communities. As an alternative solution for this project to ensure that the Master Plan is embraced by the whole community, we recommend undertaking a three-day planning charrette.

A “charrette” is a public participatory process first used by design professionals to reach community consensus around a shared vision for urban planning and community development. “Charrette” is a French word for “little cart” and refers to the intense work of 19th century architecture students to finalize their drawings, which were carried away in little carts by their proctors.



The most successful charrettes are intense, multi-day events, carefully managed by the multi-disciplinary charrette team, which works with the community members to transform rough concepts into a detailed plan. The team takes the participants through a process of intensification of input, transformation, and integration of the output. Several operational principles are essential for the intensification, transformation and integration phases to evolve.

These include:

- Using a holistic approach to problem identification and solving,
- Allowing diversity of participants,
- Providing both an intense focus of effort and clear boundaries to stay within,
- Creating both vision and implementation strategies,
- Requiring at least three feedback opportunities between proposed plans, critiques, and revisions, and
- Using objective measures to gauge the performance of those plans.

The County should consider conducting outreach to a large number of potential stakeholders to engage them in the charrette process, including:

- Residential and commercial generators and ratepayers
- Environmental and environmental justice groups
- Community groups, including homeowner associations
- Private sector haulers, facility operators, processors and recyclers



- Institutions, including faith-based organizations, universities and schools
- Business groups, including grocers and restaurant associations, Building Owners and Managers Association, chambers of commerce, and manufacturers and producers of goods and packaging

The charrette process will obtain stakeholder input on a wide variety of topics for the Master Plan, including:

- Opportunities and constraints
- Goals and objectives
- Policies, programs and facilities
- Evaluation and recommendations
- Other issues identified by the stakeholders

Master Plan Stakeholder Involvement Process

Objective: Engage the stakeholder community (including residential and commercial generators, businesses, and non-profit and private sector service providers) in the Master Plan planning process. Conduct a three-day planning charrette to obtain input on:

- The region's short-term and long-term vision and guiding principles for the Master Plan over the 5, 10, 15, and 20 years planning periods.
- The service opportunities and initial policy, program and facility initiatives to meet or exceed the statewide 75 percent source reduction, recycling and composting goal.
- The funding needs and potential cost impacts of new or expanded initiatives.

Approach: Every community is unique and County staff has a deep understanding of the community and its values. To ensure that the Master Plan is reflective of the goals and vision of the community, it is important to involve the whole community in the development of the Plan. We strongly support extensive public education and engagement to develop the Master Plan and obtain input from all sectors of the community in developing Plan recommendations. We will also work with County staff to identify the types of education, outreach, and training services needed to engage and inspire the public to participate in achieving the Plan objectives.

We recommend that representatives from the municipalities as well as other stakeholders in the County be involved in the pre-planning of the charrette.

Allowing each stakeholder group to be involved with the planning of the charrette will allow for a more successful charrette process. We will work with the County to develop the means by which stakeholder input for charrette pre-planning can be obtained, which will, at a minimum, include a pre-charrette survey.

The pre-charrette survey will serve to solicit input from prospective charrette participants, including community groups, faith groups and environmental groups, private and non-profit service providers, municipal staff and other interested parties. The pre-charrette survey would be posted on the County's website and advertised through County communications channels, as appropriate.



In addition to the pre-charrette survey, we will participate in up to three pre-charrette planning meetings via conference call with County staff and staff from the municipalities. This will ensure that the needs and views of the municipalities are reflected in the Regional Master Plan and included for consideration during the charrette process.

We will facilitate one charrette, anticipated to last three days, and be attended by up to three consultant personnel. We will work with County staff to carefully design the charrette in order to:

- Invite appropriate representatives,
- Select topics for discussion,
- Design the guidelines for the charrette,
- Have the necessary tools on-hand for the charrette, which may include models for calculating metrics such as program costs, green jobs creation and carbon emission reductions
- Develop an appropriate schedule for the charrette

It is anticipated that the County will be responsible for inviting representatives and securing a location for the charrette to take place.

We will work with County staff to schedule the charrette to ensure maximum input to the process. We anticipate that the charrette will be scheduled after completion of the Needs Assessment so that we will be able to present preliminary findings and options.

We have supported the development of a new resource for identifying options for U.S. EPA and can use this tool to help the County identify locally appropriate options for the master plan.

<https://www.epa.gov/managing-and-transforming-waste-streams-tool-communities>

It is anticipated that charrette participants will provide feedback on these preliminary findings and identify additional options for analysis. To the extent possible, we will work with County staff throughout the charrette process to provide real-time research and analysis of options and feedback to charrette participants. The goal of the charrette will be to establish community consensus around specific goals, program options and preliminary strategies for implementing the Regional Master Plan.

Consultant deliverables and responsibilities:

- Charrette logistics and advance preparation:
 - Prepare agendas, presentations, and handouts for review and approval of County staff
 - Participate in up to three planning meetings (via conference call) with County and city representatives
 - Prepare pre-charrette survey to be placed on County website for review and approval of County staff
 - Prepare any deliverables pursuant to other tasks that may be presented at the charrette
- Charrette:
 - Give presentations and facilitate breakout discussions
 - Document charrette proceedings and breakout discussions
 - Provide on-site analysis and updates, based on stakeholder feedback
- Follow Up:



- Prepare charrette proceedings for review by County staff
- Provide presentations and other charrette materials for placement on project website
- Other follow up activities as needed

County responsibilities:

- Charrette logistics and advance preparation:
 - Reserve meeting venue
 - Provide sufficient hard copies of handouts for participants (if needed)
 - Prepare and distribute publicity and invitations to stakeholders
 - Post on-line pre-charrette survey
 - Compile results from pre-charrette survey
 - Provide materials for documentation and stakeholder participation (markers, flip pads)
 - Provide refreshments for participants (coffee, water, and lunch)
 - Prepare and post directional signs and conference display boards
 - Review and approve agendas, presentations, and all handouts
 - Convene planning meetings with County and city representatives
- Charrette
 - Serve as on-site event host
 - Staff sign-in tables
 - Take primary responsibility for setting up conference rooms, including audio-visual systems with support from Consultant
 - Record and photograph charrette proceedings, as appropriate
- Follow Up
 - Review charrette proceedings
 - Upload charrette proceedings on County website
 - Other follow up activities as needed

Key Strengths: Our project manager, Ruth Abbe has been certified by the National Charrette Institute and has conducted successful solid waste planning charrettes in Austin, Texas and Mecklenburg, North Carolina. She will be conducting a regional planning charrette for Lane County, Oregon in Fall 2016.



This page has been left blank for double-sided printing.



XII. COST PROPOSAL

Addendum No. One (1)
Request for Proposal Number: 918-5467
May 5, 2016

REVISED COST PROPOSAL

Please complete all information on this form.

<u>Task #</u>	<u>Staff Name</u>	<u>Rate (\$/hr)</u>	<u>Hours</u>	<u>Totals</u>
1. Assessment of Current and Past Solid Waste Plans	1. Ruth Abbe	\$150	24	\$3,600
	2. Richard Anthony	\$125	24	\$3,000
	3. Kevin McCarthy	\$210	42	\$8,820
	Totals		90	\$15,420
2. Exclusive Service Area Program (ESAP) Assessment	1. Ruth Abbe	\$150	24	\$3,600
	2. Gary Liss	\$125	24	\$3,000
	3. Kevin McCarthy	\$210	72	\$15,120
	Totals		120	\$21,720
3. Streamline of Administration and Reporting Processes	1. Ruth Abbe	\$150	24	\$3,600
	2. Kevin McCarthy	\$210	50	\$10,500
	3. Tim Raibley	\$210	40	\$8,400
	Totals		114	\$22,500
4. Rate Methodology Assessment	1. Ruth Abbe	\$150	42	\$6,300
	2. Kevin McCarthy	\$210	50	\$10,500
	3. Tim Raibley	\$210	40	\$8,400
	Totals		132	\$25,200
5. Regulatory Requirements and Related County Ordinances	1. Ruth Abbe	\$150	50	\$7,500
	2. Gary Liss	\$125	42	\$5,250
	3. Portia Sinnott	\$125	24	\$3,000
	Totals		116	\$15,750

COUNTY OF FRESNO

Solid Waste Planning Consultant



Addendum No. One (1)
Request for Proposal Number: 918-5467
May 5, 2016

<u>Task #</u>	<u>Staff Name</u>	<u>Rate (\$/hr)</u>	<u>Hours</u>	<u>Totals</u>
6. Education and Outreach Programming	1. Ruth Abbe	\$150	50	\$7,500
	2. Richard Anthony	\$125	24	\$3,000
	3. Portia Sinnott	\$125	24	\$3,000
	Totals		98	\$13,500
7. Reports and Meetings	1. Ruth Abbe	\$150	50	\$7,500
	2. Portia Sinnott	\$125	24	\$3,000
	3.			
	Totals		74	\$10,500
Expenses*	Total Expenses			\$5,500
Assume 11 trips/meeting at \$500 each	GRAND TOTAL		744	\$130,090

***Please describe expenses on a separate sheet.**

8. Optional Stakeholder Planning Charrette				
	1. Ruth Abbe	\$150	32	\$4,800
	2. Richard Anthony	\$125	32	\$4,000
	3. Gary Liss	\$125	32	\$4,000
	4. Portia Sinnott	\$125	32	\$4,000
	Expenses (travel and lodging for 2 nights)			\$2,000
	Total			\$18,800



XIII. CHECK LIST

Proposal No. 918-5467

CHECK LIST

This Checklist is provided to assist vendors in the preparation of their RFP response. Included in this list, are important requirements and is the responsibility of the bidder to submit with the RFP package in order to make the RFP compliant. Because this checklist is just a guideline, the bidder must read and comply with the RFP in its entirety.

Check off each of the following:

1. ☒ All signatures must be in **blue ink**.
2. ☒ The Request for Proposal (RFP) has been signed and completed.
3. ☒ Addenda, if any, have been completed, signed and included in the bid package.
4. ☒ **One (1) original plus seven (7) copies** of the RFP have been provided.
5. ☒ Provide a Conflict of Interest Statement.
6. ☒ The completed *Trade Secret Form* as provided with this RFP (Confidential/Trade Secret Information, if provided must be in a separate binder).
7. ☒ The completed *Criminal History Disclosure Form* as provided with this RFP.
8. ☒ The completed *Participation Form* as provided with this RFP.
9. ☒ The completed *Reference List* as provided with this RFP.
10. ☒ Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFP.
11. ☒ Lastly, on the **LOWER LEFT HAND CORNER** of the sealed envelope, box, etc. transmitting your bid include the following information:

County of Fresno RFP No.	918-5467
Closing Date:	May 18, 2016
Closing Time:	2:00 P.M.
Commodity or Service:	Solid Waste Planning Consultant

Return Checklist with your RFP response.



This page has been left blank for double-sided printing.