

**CITY OF FULLERTON  
REQUEST FOR PROPOSAL**



**RFP #2526-RFP-003  
SOLID WASTE MANAGEMENT SERVICES**

**PROPOSAL DUE:  
NOVEMBER 17, 2025, 4:00 PM**

For more information, please visit our online supplier portal, located at  
<https://procurement.opengov.com/portal/cityoffullerton>

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## 1. SECTION I

### 1.1. NOTICE OF REQUEST FOR PROPOSALS

#### 1.1.1. NOTICE IS HEREBY GIVEN

The City of Fullerton is requesting Proposals from qualified contractors for SOLID WASTE MANAGEMENT SERVICES. Proposals are due no later than 4:00 pm on Monday, November 17, 2025. This Request for Proposals (RFP) provides information on the City of Fullerton, the required scope of services, the contractor selection process, and the minimum information that must be included in the RFP Response. The City of Fullerton requests technical and cost proposals from qualified solid waste and recycling companies for: (1) the collection, transfer, processing, recycling, and disposal of cart-served residential and commercial refuse, bin-served residential and commercial sector refuse and debris, and recurring and temporary roll-off service for refuse and debris; (2) the collection, processing, and landfill diversion of residential, commercial, and industrial sector recyclables; and (3) the collection, processing, and acceptable landfill diversion of residential and commercial organic waste in a manner that is compliant with all applicable laws including AB 939, AB 341, AB 1826, SB 1383 and all relevant regulations. Included with these specific technical services, the successful proposer should be able to demonstrate how their programs and services will satisfy applicable SB 1383 regulations.

The City is seeking to award **one (1) Solid Waste Handling Services Agreement for a period of ten (10) years, with a city option to extend services in two (5) year increments thereafter (20-year maximum term)** with the top contractor selected to perform required scope of services based on a number of qualifying and determinable factors, herein outlined in this RFP. Proposals will be evaluated on the overall best value to the City based on firm's qualifications and experience, ability to perform the scope of services and implementation plan, cost proposal, and any other criteria set out herein this RFP. The City shall be the sole judge of the qualifications and ability to perform services and reserves the right to select a contractor on any basis or weighted criteria that is in the best interests of the City.

#### 1.1.2. BACKGROUND

The City of Fullerton is located 22 miles southeast of metropolitan Los Angeles, in the center of North Orange County. Fullerton is a full-service, general law city that was incorporated in 1904. Fullerton is renowned for its unique mix of residential, commercial, industrial, educational, and cultural environments and is known for being "the Education Community". Fullerton has 52 City parks, a museum, a cultural center, a public library, a golf course, and 29 miles of recreational trails. Fullerton provides an outstanding quality of life for both residents and businesses. At 22.4 square miles, Fullerton is also one of the largest cities in Orange County by area and is the sixth most populous. The City provides residential billing services to 28,768 residential accounts, 28,709 accounts have recycling carts, and 25,342 accounts have green waste carts. It is estimated, that 145 residential accounts are multi-family properties, all in the 2-to-4 unit range, with the majority being 4-unit properties. Commercial service accounts total 1,991, including an estimated 572 multi-family properties with 5 units or more that are part of commercial collections. There are currently 31 active service accounts across City facilities.

#### 1.1.3. SUBMITTAL DEADLINE

**COMPLETE ELECTRONIC PROPOSALS MUST BE SUBMITTED NO LATER THAN Monday, November 17, 2025 at 4:00 pm PST via the City's eProcurement portal, OpenGov at <https://procurement.opengov.com/portal/cityoffullerton>.** *Proposals submitted by email, mail, or fax, will not be accepted nor considered.* Failure to upload due to electronic glitches is not a legitimate

reason for proposals submitted after the deadline. The City may extend the deadline at its discretion. Please see instructions in **Section 3** for details on how to submit a proposal in response to this RFP.

It is not the responsibility of the City to notify potential bidders. Prospective bidders shall be notified via the City’s eProcurement portal, OpenGov at <https://procurement.opengov.com/portal/cityoffullerton>. Registration is free and prospective bidders and firms may select to be notified of all future bids posted by the City of Fullerton.

A mandatory pre-proposal conference will be held on Wednesday, October 1<sup>st</sup> at the Fullerton Community Center – Grand Hall A, 340 W. Commonwealth Avenue, Fullerton, CA 92832. This conference will start at 1pm, include a brief presentation on the RFP process, and will conclude at 3:00 pm or earlier if all attendees have had their questions addressed.

For further information, contact Steven Avalos via email at [savalos@cityoffullerton.com](mailto:savalos@cityoffullerton.com).

**Proposed RFP Schedule**

**\*\* Proposed RFP Schedule is “Tentative” and may be changed at the City’s discretion. Interviews will be scheduled if required \*\***

Release of RFP:	September 17, 2025
Pre-Proposal Meeting (Mandatory):	October 1, 2025, 1:00pm Fullerton Community Center - Grand Hall A
Question Submittal Deadline:	October 15, 2025, 4:00pm
Response to Questions Posted:	October 17, 2025, 4:00pm
RFP Submittal Deadline:	November 17, 2025, 4:00pm
Contractor Interviews:	Week of January 19, 2026
Agreement/Contract Finalized:	March 2, 2026
Present Evaluation at Council Study Session:	April 7, 2026
Agreement/Contract Award:	April 21, 2026

**2. SECTION II**

## **2.1. OVERVIEW OF THE REQUEST FOR PROPOSALS**

Only those contractors with qualified experience as it relates to the services requested in this solicitation will be considered during the evaluation process. Contractor must meet all technical requirements as outlined in Solid Waste Management specifications in Section 4. Contractor staff assigned to execute the scope of services must have relevant experience in providing the necessary services as described under the scope of services. All personnel assigned to complete the scope of work shall possess appropriate certifications or registrations as required by state and local agencies.

The City of Fullerton (City) is requesting proposals from qualified solid waste and recycling companies to provide residential, commercial, and industrial sector solid waste management services for a period of ten (10) years, with a city option to extend services in two (5) year increments thereafter (20-year maximum term). The City is also requiring that responding firms provide guaranteed processing/diversion capacity for organic wastes for the term of this Agreement. The required services are summarized in the tables below and described in detail in subsequent sections of this RFP.

**Residential Collection** – The City provides residential billing services to 28,768 residential accounts. 28,709 accounts have recycling carts, and 25,342 accounts have green waste carts. No accounts are currently designated as senior citizens. 5 residential customers have 1.5-yard manure bins. We estimate 145 residential accounts are multi-family properties. All are in the 2-to-4-unit range, with the majority being 4- unit properties. Please refer to the attached “Attachment 1” for individual property addresses and container counts.

An exact count of alley-served properties is not available. Attachment 3 also provides a map of and list of addresses that are adjacent to alleys. Proposers are encouraged to tour residential collection areas to familiarize themselves with local conditions.

Currently, the City bills all residential customers for trash service on their utility bills, and the existing franchise hauler bills commercial customers and temporary services directly.

Your pricing proposal should assume the City continuing to bill for recurring residential service. As a “bid alternate” please list your per-unit charge to provide residential billing service.

All payments to the franchisee, from City-billings, will be net of City fees.

- Provide a description and pricing for a 3-container SB 1383 “standard compliance” approach program (14 CCR, Division 7, Chapter 12, Article 3). **This is a proposal requirement.** Pricing for this service must include hauler- provided annual route reviews and/or waste evaluations as required by regulations.
- Proposal alternatives for the residential collection program are permissible. Please mark any alternative program as “proposal-alternate” and provide description/pricing IN ADDITION TO your required 3-container proposed service and pricing.
- Provide containers with signage and color combinations that comply with SB 1383 regulations. Standard container size for residential program is 95/96 gallon carts for all three (3) waste streams.
- Provide guaranteed tonnage capacity for organic waste processing and landfill disposal at State permitted facilities.
- Provide walk-out service for customers with a verifiable disability.
- Provide 4 free bulky-item collections per year, for an unlimited number of items.
- Hours of operation limited to 7am until 7pm, with no Sunday collection or on the following holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day.
- Provide service-container sizing options (35-65-95 gallon or equivalent) for all customers and discounted pricing for senior citizens.
- Provide public education and outreach on all residential services provided, including

All fees from hauler gross receipts will be remitted to the City quarterly.

Calendar year 2024 residential franchise tonnage was 55,814, with 31,125 tons of trash, 7,240 tons of recycling, and 17,449 tons of green waste.

HHW and bulky items, all state mandated compliance programs, and up to two (2) City-directed messages through newsletters or billing inserts each year (Inserts for City to distribute). **City distribution waived if bid alternate selected.**

- Reporting on all collection, diversion, disposal, monitoring, and evaluation activities in the format required by the city.
- Provide weekly sweeps of City “hot spots” (including alleyways, streets, vacant lots, and other specified locations, subject to change as needed) to remove abandoned items from designated areas. Also provide on-call abandoned item removal within 24 hours’ notice (Attachments 3).
- Provide annual HHW, Compost, and Shred events.

**Commercial Collection** – 1,991 accounts receive commercial service, including an estimated 572 multi-family properties with 5+ units that are part of commercial collections. The selected proposer will be expected to work with the City to establish a definitive commercial multifamily property count. There are alley served commercial accounts. Please refer to map and list included in Attachment 3. Proposers are encouraged to tour commercial collection areas to familiarize themselves with local conditions.

Commercial recurring collection containers in service include:

**Trash Service**

134 - 96-gallon carts

82 – 1.5-cubic-yard bins

2,106 – 3-cubic-yard bins

10 – 3/4 cubic-yard mini compactors

10– 15 to 20-yard roll-offs

52 – 30 to 40-yard roll-offs

**Recycling & Organics** –

Commercial compliance with AB 341, AB 1826 and SB 1383 is currently low. Please see Attachment 2 for a list of all commercial customers and multi-family commercial customers and current service levels. Most will need to add recycling and organics containers. We estimate that 25% to 33% of commercial customers will qualify for de minimis or space constraint waivers. The City will attempt to

- A 3-container SB 1383 “standard compliance” approach program (14 CCR, Division 7, Chapter 12, Article) is required. This service must include hauler-provided annual route reviews or waste evaluations, as required by SB 1383.
- Proposal alternatives for the commercial collection program are permissible. Please mark any alternative program as “proposal-alternate” and provide IN ADDITION TO your required 3-container service/pricing.
- Provide guaranteed tonnage capacity for organic waste processing and landfill disposal at State permitted facilities.
- Provide containers with signage and colors that comply with SB 1383 regulations.
- Hours of operation limited to 6am till 9pm, with no Sunday collection or the following holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day.
- Public education and outreach services on all commercial services provided (including general service requirements, all State mandated compliance programs, and up to two (2) City-directed messages through quarterly newsletters or billing inserts.
- Once-per-year steam cleaning of City-owned disposal enclosures.
- Downtown District requires shared-service pricing for businesses using City-owned enclosures. Areas in and around City-owned enclosures must be kept debris free, power-washed weekly, and steam cleaned annually (10-foot radius around enclosure). Please refer to Attachment 4 for additional information.

<p>inspect and finalize waivers prior to the start of the new franchise service, to facilitate a complete roll-out of all required services. The selected firm will work with City staff to complete any needed on-site waiver inspections on an as needed basis.</p> <p>Calendar year 2024 commercial tonnage was 54,933, with 53,201 tons of trash, 950 tons of recycling, and 842 tons of organics.</p>	<ul style="list-style-type: none"> <li>• Commercial cart service (including trash, recycling, and organics priced individually) for businesses and multi-family properties of 5-units or more. The City will also require “split-containers” as an alternative for commercial trash and recycling service.</li> <li>• Reporting on all collection, diversion, disposal, monitoring, and waste evaluation activities as directed by the City and in the format required by the City.</li> </ul>
<p><b>Construction/Demolition and Temporary Bins</b></p> <p>3,087 tons of C&amp;D collected by franchise in CY 2024.</p>	<ul style="list-style-type: none"> <li>• Roll-off and bin service for construction, deconstruction, and temporary/clean-up work. All such for-hire hauling is incorporated into the City’s exclusive franchise. Please refer to Draft Franchise Agreement (Attachment 5) for a list of activity that is not included in the franchise.</li> </ul>
<p><b>City Facilities</b></p>	<ul style="list-style-type: none"> <li>• Free trash, recycling, and organics containers, event boxes, and service for major city-events (list provided), and event boxes for smaller city-events.</li> <li>• Free recurring trash, recycling and organics recycling services at all City facilities (31 currently exist – See Attachment 6).</li> <li>• Free monthly collection of abandoned items, collected by City crews and consolidated at the City Yard.</li> </ul>

## Collection Vehicles

- All collection vehicles must be in “as-new” operating condition and appearance. At no time during the term of the Agreement can recurring collection vehicles be over 12- years of age. Recurring vehicle operational issues, causing delayed or missed services, may result in administrative penalties.
- Preference points may be awarded to firms that commit to using renewable natural gas (RNG) that assists the city in meeting SB 1383 procurement requirements.
- All vehicles must be equipped with GPS systems and have the ability to show vehicle location on designated dates/times, as requested by the city.
- All vehicles must be equipped with safety/notification equipment to alert drivers to pedestrians or bikers in the vicinity of collection vehicles.
- Collection Vehicles to be equipped with cameras and GPS systems capable for use in addressing complaints of missed Collections, with minimum backup/storage of 30 days.

Through this procurement process, the City declares its intention to maintain reasonable rates and the highest level of service for the collection, transfer, processing, landfill diversion and disposal of residential, commercial, and industrial sector wastes generated within City limits. Written questions will be accepted after the mandatory pre-proposal conference (October 1<sup>st</sup>) through October 15<sup>th</sup>, with written answers provided electronically to all proposers on Fridays through October 17, 2025. Verbal answers will only be provided at the pre-proposal conference. However, written responses will govern. Communications regarding this solicitation should be conducted exclusively through Steven Avalos at [savalos@cityoffullerton.com](mailto:savalos@cityoffullerton.com). Failure to do so may result in your disqualification.

## RFP Schedule

ACTIVITY	MILESTONE
RFP Posted – Electronic Delivery	September 17, 2025
Mandatory Pre-Proposal Conference	October 1, 2025
Last Day to Submit Questions	October 15, 2025
Last Written Response to Proposer Questions	October 17, 2025
Deadline for Submittal of Proposals	November 17, 2025 - 4:00 p.m., Pacific Time
Complete Proposal Evaluations	January 15, 2026
Interview Selected Proposers	Week of January 19, 2026 (January 19 <sup>th</sup> through 23 <sup>rd</sup> )
Review Committee Finalize Recommendation	February 2, 2026
Finalize Agreement with Recommended Firm	March 2, 2026
Finalize Equipment Purchase and Roll-Out Plan	March 16, 2026
Present Evaluation at Council Study Session	April 7, 2026
Present Final Recommendation to City Council	April 21, 2026
Selected Firm Orders Equipment	July 1, 2026
Roll out of Commercial Program	July 1, 2027
Roll out of Residential Program	July 1, 2027

## Rights of the City

The City's rights include, but are not limited to, the following:

- Issue addenda to the RFP, including extending or otherwise revising the deadline for submittals.
- Request clarifications and/or additional information from any proposer at any point in the procurement process.
- Reject all proposals and accept or reject all or any part of any proposal.
- Select the proposal that the City feels best meets its needs, without regard to the proposed costs.
- Discontinue its negotiations after commencing negotiations with a proposer if progress is unsatisfactory in the judgement of the City and commence discussions with another qualified proposer.
- Reissue or modify the RFP.

## **Project Background and Administration**

The City of Fullerton (City) is soliciting proposals from qualified firms interested in providing solid waste management services for residential, commercial, and industrial accounts, as well as temporary construction/deconstruction waste hauling. The City is soliciting proposals because it intends to select a single service provider for all residential, commercial, and industrial solid waste collection. This includes the provision of waste diversion programs that ensure the City's compliance with all applicable laws including AB 939, AB 341, AB 1826, SB 1383, and all relevant regulations and additional State mandates as may be in place and applicable to the services proposed at the time RFP responses are received. The City's Solid Waste Handling Services Agreement (Attachment 5) stipulates the process to be followed should new legislation and State mandates be passed after award of the franchise.

Proposals should be prepared according to the guidelines presented in sections 3 and 4 herein:

To be considered, you must list all proposed rates for residential, commercial, and industrial services on the Pricing Form provided (Attachment 7). If you wish to levy any special charges (overage fees, contamination fees, rollout charges, locks, etc.) they must be included within your Pricing Form. Only rates and charges included in Attachment 7 will be allowed.

Please note that failure to provide any requested information in the appropriate format is grounds for immediate disqualification.

The City does not warrant or guarantee the information contained in this RFP. The City, by releasing this RFP, is not obligated to select any of the submitted proposals and reserves the right to enter or to terminate exclusive negotiations at any time. The City also reserves the right to reject or accept any or all incomplete submissions, or parts of submissions, waive irregularities in the RFP, and issue addenda to the RFP. The City may request clarification or additional information from a proposer at any point in the process.

Submission of a response shall constitute acknowledgment and acceptance of all the terms and conditions contained in the RFP and the accompanying Draft Franchise Agreement, unless exceptions to terms and conditions are expressed in writing in your proposal. This RFP is not to be construed as a contract of any kind. The City is not liable for any costs or expenses incurred in the preparation of proposals.

### **3. SECTION III**

#### **3.1. INSTRUCTIONS TO PROPOSERS**

##### **Proposal Format and Content**

This section provides the requirements which the City will look for and expect to be included in the proposal.

Electronic proposals shall be submitted electronically in a format that will print on 8 ½" x 11" size paper. Charts and schedules must adhere to this requirement as well. Proposals should not include any unnecessary elaborate or promotional material. Lengthy narrative is discouraged, and

presentations should be brief and concise. Links to sample work should be clearly labeled and identified in the proposal.

### *3.1.1. Examination of Proposal Documents*

By submitting a proposal, firm(s) represents that it has thoroughly examined and become familiar with the work required under this RFP and is capable of performing quality work to achieve the City's objectives.

### *3.1.2. Addenda*

Any changes to the requirements will be made by written addendum to this RFP and will be posted on OpenGov and City of Fullerton Bid Webpage. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. City will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. Firms shall acknowledge receipt of addenda in their proposals.

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the proposer should immediately provide the City written notice of the problem and request that the RFP be clarified or modified. Without disclosing the source of the request, the City may modify the documents prior to the date fixed for submission of proposals by issuing an addendum.

If prior to the date fixed for submissions, a firm(s) knows of or should have known of an error in the RFP but fails to notify the City of the error, the firm shall submit a proposal at their own risk, and if awarded a contract, shall not be entitled to additional compensation or time by reason of the error or its later correction.

### *3.1.3. Request for Information*

#### **Submitting Questions**

All questions must be submitted and received by the City no later than **4:00 pm PST on Wednesday, October 15, 2025.**

Request for clarifications, questions and comments must be submitted through the City's eProcurement Portal at OpenGov (<https://procurement.opengov.com/portal/cityoffullerton>). Registration is free and interested proposers can select to receive automatic bid notifications from the City.

#### **City Responses**

Responses from the City will be posted as an Addendum to this RFP on the City's e-Procurement Portal, OpenGov to be posted no later than **Friday, October 17, 2025.**

#### **City's eProcurement Portal – OpenGov:**

<https://procurement.opengov.com/portal/cityoffullerton>

#### **General Inquiries**

General questions regarding this RFP are to be directed to the City's Purchasing Division as follows:

Steve Avalos, Budget & Purchasing Manager

Email: [savalos@cityoffullerton.com](mailto:savalos@cityoffullerton.com)

Phone Number: (714) 738-6565

**\* Any contact outside of the City staff person listed above shall be cause for disqualification \***

**3.1.4. California Public Records Act (CPRA)**

All proposals submitted in response of this RFP become the property of the City and under the Public Records Act (Government Code Section 7920.000 et. Seq.) are public record, and as such, may be subject to public review. However, the proposals shall not be disclosed until final negotiations are complete and/or recommendation for action is made to City Manager and/or the City Council.

If a proposer claims a privilege against public disclosure for trade secret or other proprietary information, such information must be clearly identified in the proposal. Note that under California Law, price proposal to a public agency is not a trade secret.

**3.1.5. Acceptance of Proposals**

- A. City reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- B. *City reserves the right to withdraw or cancel this RFP at any time without prior notice, and the City makes no representations that any contract will be awarded to any Proposer responding to this RFP.*
- C. City reserves the right to postpone proposal openings for its own convenience.
- D. Submitted proposals are not to be copyrighted.
- E. City does not guarantee any work upon award of an agreement.

**3.1.6. Pre-Contractual Expenses**

City shall not, in any event, be liable for any pre-contractual expenses incurred by firm in the preparation of its proposal. Firm shall not include any such expenses as part of its proposal.

Pre-contractual expenses are defined as expenses incurred by firm(s) in:

- A. Preparing its proposal in response to this RFP;
- B. Submitting that proposal to the City;
- C. Negotiating with the City any matter related to this proposal; or any other expenses incurred by firm prior to date of award, if any, of the Agreement.

**3.1.7. Joint Offers**

Where two or more firms desire to submit a single proposal in response to this RFP, they should do so on a prime-sub-consultant basis rather than as a joint venture. City intends to do business with a single firm per awarded Agreement and not with multiple firms doing business as a joint venture.

**3.1.8. Permits and Licenses**

The selected proposer and its subcontractors, if any, shall be required to secure or maintain in force during the term of the Agreement resulting from this solicitation any applicable license (including City Business License), and/or permit required by law for the operation of the business.

## 3.2. PROPOSAL REQUIREMENTS

### 3.2.1. *Required Proposal Format*

All responses must be typed and include the following information as a minimum.

- A. **Complete and submit proposals through OpenGov:** Each proposal must include a completed Pricing Form (Attachment 7) covering all services and charges. Pricing for services must be all-inclusive and provided in the monthly or per-occurrence format used by the form. Pricing must also be broken out into the rate components provided, where applicable.
- B. **Transmittal letter:** The Letter of Transmittal shall be high-level and concise (recommended no more than 1 page), addressed to the City of Fullerton, and at a minimum contain the following:
  - 1. Express the firm's intent and formal interest in the RFP and why their firm's services are advantageous/beneficial to the City.
  - 2. Identification of proposer that will have contractual responsibility with the City. Identification shall include legal name of company, corporate address, and telephone number. Include name, title, address, email and telephone number of the contact person identified during period of proposal evaluation.
  - 3. Identification of all proposed sub-consultants (if applicable) including legal name of company, contact person's name and address, and phone number.
  - 4. Acknowledgment of receipt of all RFP addenda, if any.
  - 5. A statement to the effect that the proposal shall remain valid for a period of no less than 120 days from the date of submittal.
  - 6. Signature of a person authorized to bind proposer to the terms of the proposal.
  - 7. Signed statement attesting that all information submitted with the proposal is true and correct.
- C. **Introduction:** A response should have an introductory chapter that identifies the contents of the submission and demonstrates knowledge and familiarity of the firm with the City of Fullerton's service and compliance needs.
- D. **Related experience by area:** A response must address all the identified service areas in Section 3, clearly identify your firm's relevant experience, and identify current and previous work for cities in the general vicinity of the City of Fullerton or in Southern California.
- E. **Project team:** Identify all members of your proposed project team. Clearly identify any subcontractors, their proposed use and their qualifications. Main point of contact for the City should be featured in your proposal and clarify if the proposer will have an office in Fullerton or nearby (please list distance from City Hall if office will not be in Fullerton), and where the City's primary contact with your firm we will be based.

- F. **Other resources including equipment:** Identify proposer resources that can be used to implement the required programs, including but not limited to, the collection fleet, alternative fuel vehicles, transfer station, processing center or material recovery facility (MRF), organic waste processing and/or diversion facilities (designate as owned or contracted), bin inventory, recycling containers, special bins, promotional items and educational capabilities, and special equipment. Identify special services that can be provided including public education, route audits, facility diversion audits, waste evaluations, employee training, video transmission, bilingual specialists, etc. Be sure to include the age and condition of fleet vehicles proposed for the start of franchised service.
- G. **Safety record:** Describe and document the firm's safety record, and include a description or quantification of industrial accidents, driving accidents, workers' compensation claims, etc., over the past five years in Southern California.
- H. **Ownership and Financial records:** Provide a detailed description of the business ownership and relationships between parent companies, subsidiaries, or partial owners. Be prepared to make available for review (within 5-days of City request) financial reports describing the fiscal health and wellbeing of the firm, references (name, phone number and address) of banking representatives, and a recent audit of firm accounting practices and financial records. If audited records are not available, explain the reason and provide other records such as financial ratios and/or profit and loss statements.
- I. **Insurance:** Provide a listing of the insurance held by the firm, including general liability, workers' compensation, vehicular insurance, property liability, and environmental impairment. Include the amounts and name of contact person for each insurance policy. Your response must list all paid claims for the past five (5) years. Be prepared to provide copies of policies and information on any previous and pending claims against current and past policies if requested.
- J. **References:** Provide a listing of all municipal clients currently or previously worked for under franchise or exclusive contract for the past 10 years in Southern California. Include municipality name, contact person, phone number and address, and identify the term of the contract. If a proposer cannot meet this requirement, it must explain why.
- K. **Disposal and processing facility capacity:** Identify ownership of and/or long-term commitment(s) of the firm providing any processing facility capacity and describe any commitments that can be provided to the City in the form of agreements or other instruments. The interest is whether the proposing firm can assist the City in meeting facility capacity requirements in SB 1383 regulations. Failure to demonstrate your ability to provide all needed capacity guarantees for the City's SB 1383 compliance is grounds to reject your proposal.
- L. **Community Involvement:** As discussed in item 5 above, an ongoing and local presence is seen as an important selection criterion. Your proposal should feature your planned participation in community events, membership or assistance to community service groups,

scholarships, local office (in or in close proximity to Fullerton), and any other efforts to forge close ties with the City, its businesses, and its residents.

- M. **Customer service:** Disclose the firm's customer service record for the past 2 years. Quantify service issues and complaints, and your procedures for responding to and resolving them. Discuss your capabilities for customer service (local office, call center, website, etc.) you believe set your firm apart. This is an important review area, and preference may be given to firms that can effectively demonstrate their ability to address and resolve customer complaints and provide a local presence to assist customers.
- N. **Rates and costs:** Only provide residential, commercial, and industrial rates proposed for the City of Fullerton in Attachment 7 and not in the main body of your proposal.
- O. **Operation:** Provide evidence of ability to meet schedules and conduct exclusive collection of solid waste without commingling Fullerton' wastes with another city. It will be a requirement of the contract that the selected vendor either not commingle waste from Fullerton with another city or provide an acceptable methodology for commingled waste allocation. Also address fleet reliability and the procedures you employ to provide reliable and safe services.
- P. **Exceptions:** Clearly identify any exceptions proposer has with City-requirements addressed in this document or the attached Draft Franchise Agreement (Attachment 5). If no exceptions are claimed, please specify this in your letter of transmittal.
- Q. **SB 1383 Compliance:** Proposer will be expected to demonstrate familiarity with all relevant SB 1383 regulations as they relate to proposed collection, processing, landfill avoidance, reporting, route and facility audits, customer education and monitoring, and/or other services and functions required to demonstrate regulatory compliance within the services or activities proposed.

### 3.3. INSURANCE REQUIREMENTS

Provide a listing of the insurance held by the firm, including general liability, workers' compensation, vehicular insurance, property liability, and environmental impairment. Include the amounts and name of contact person for each insurance policy. Your response must list all paid claims for the past five (5) years. Be prepared to provide copies of policies and information on any previous and pending claims against current and past policies if requested.

#### 3.3.1. *Commercial General Liability Insurance.*

Consultant shall maintain commercial general liability insurance coverage in a form at least as broad as ISO Form #CG 00 01, with a limit of not less than \$2,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Agreement or shall be twice the required occurrence limit.

#### 3.3.2. *Business Automobile Liability Insurance.*

Consultant shall maintain business automobile liability insurance coverage in a form at least as broad as ISO Form # CA 00 01, with a limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for owned, hired and non-owned automobiles.

**3.3.3. *Workers' Compensation and Employers' Liability Insurance.***

Consultant shall maintain workers' compensation insurance as required by the State of California and employers' liability insurance with limits of not less than \$1,000,000 each accident.

**3.3.4. *Professional Liability Insurance***

Consultant shall maintain professional liability insurance appropriate to Consultant's profession with a limit of not less than \$2,000,000. Architects' and engineers' coverage shall be endorsed to include contractual liability. If policy is written as a "claims made" policy, the retro date of the policy shall be prior to the start of the contract work.

**3.3.5. *Environmental Pollution Control Insurance***

Contractor shall maintain either an endorsement to its general liability policy, or a separate policy of insurance covering environmental pollution and contamination that names the City and its employees, representatives, officers and agents as additional insureds. Said coverage shall be in the amount of not less than Three Million Dollars (\$3,000,000) per occurrence, and Three Million Dollars (\$3,000,000) in the aggregate, and shall substantially comply with all other provisions set forth in Section 15.1.

**3.3.6. *Cyber Liability Insurance***

Consultant shall maintain cyber liability insurance coverage with a limit of not less than \$2,000,000 per claim and \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Agreement and shall include but not be limited to claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines, penalties and credit monitoring expenses with limits sufficient to respond to these obligations.

**3.3.7. *Deductibles and Self-Insured Retentions***

Any deductible or self-insured retention must be declared to and approved by City.

**3.3.8. *Other Insurance Provisions***

The required insurance policies shall contain or be endorsed to contain the following provisions:

- A. Commercial General Liability. City, its elected or appointed officials, officers, employees and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Consultant, including materials, parts or equipment furnished in connection with such work or operations. Such coverage as an additional insured shall not be limited to the period of time during which Consultant is conducting ongoing operations for City but rather, shall continue after the completion of such operations. The coverage shall contain no special limitations on the scope of its protection afforded to City, its officers, employees and volunteers.
- B. Commercial General Liability. This insurance shall be primary insurance as respects City, its officers, employees and volunteers and shall apply separately to each insured against whom a suit is brought or a claim is made. Any insurance or self-insurance maintained by City, its

officers, employees and volunteers shall be excess of this insurance and shall not contribute with it.

- C. Professional Liability. If the Professional Liability policy is written on a “claims made” form, the Retroactive Date must be shown and must be before the date of the contract or beginning of contract work. The insurance must be maintained and evidence of insurance must be provided for at least (5) years after completion of the contract work. If the coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting coverage” for a minimum of five (5) years after completion of work.
- D. Workers’ Compensation and Employers’ Liability Insurance. Insurer shall waive their right of subrogation against City, its officers, employees and volunteers for work done on behalf of City.
- E. Employee/Officer Fidelity Bond, City shall be named as third party beneficiary for losses arising from work done on behalf of City.
- F. All Coverages. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days’ prior written notice by certified mail, return receipt requested, has been given to City.
- G. If Consultant maintains higher limits or has broader coverage than the minimums shown above, City requires and shall be entitled to all coverage, and to the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.
- H. Subcontractors. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein and Consultant shall ensure that City is an additional insured on insurance required from subconsultants.
- I. Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

### 3.3.9. *Performance Bond and Cash Bond*

Contemporaneously with the execution of the Agreement, the selected firm will be expected to deposit funds payable to the City in the form of surety bond or other financial instrument to guarantee performance to the satisfaction of the City. This instrument will be used if required to provide service to customers in the event of nonperformance by the selected proposer. The size and type of performance guarantee shall be in the sum of two hundred and fifty thousand dollars (\$250,000.00). The cash bond shall be deposited in a manner similar to the performance bond but shall be used to pay the City for any payments not received in a timely manner or in lieu of payments if the selected firm were to become insolvent for any reason. The size of the cash bond shall be no less than fifty thousand dollars (\$50,000.00).

### 3.3.10. *Indemnification*

Provisions on required indemnification are detailed in the Draft Agreement accompanying this RFP document (Attachment 5). Please note any exceptions taken with the requirements of the City, expressed in this document or the Draft Agreement, must be detailed in your proposal in response to this RFP. The number and type of exceptions taken by proposers will be a scoring criteria item.

## **4. SECTION IV**

### **4.1. SOLID WASTE MANAGEMENT SPECIFICATIONS**

#### *4.1.1. MINIMUM QUALIFICATIONS*

Only those contractors with qualified experience as it relates to the services requested in this solicitation will be considered during the evaluation process. Contractor must meet all technical requirements as outlined in Solid Waste Management specifications in Section 4. Contractor staff assigned to execute the scope of services must have relevant experience in providing the necessary services as described under the scope of services. All personnel assigned to complete the scope of work shall possess appropriate certifications or registrations as required by state and local agencies.

#### *4.1.2. SCOPE OF SERVICES*

A proposer must demonstrate experience in all the following required areas to be deemed qualified. Any additional assistance from subcontractors can be provided but must be clearly identified. The City reserves the right to accept or reject proposed subcontractors and/or their personnel.

The information provided within this section is intended to guide the proposer in its preparation of the proposal. Each proposer should carefully examine this section and address each service area with a description of its experience, how it will implement the services, and suggestions, if any, to the proposed program, including whether any exceptions are taken with the City's RFP or Draft Franchise Agreement. The following areas are discussed in more detail below:

- Services provided
- Reporting and compliance with local, State, and federal mandates
- Collection equipment
- Special wastes (construction and demolition wastes, tires, and bulky items)
- Transfer station and diversion facility capability
- Organic waste processing and landfill disposal capacity

## **I. Services Provided**

### **A. General Requirements and Implementation plan**

The firm is expected to provide solid waste management services within the City of Fullerton in accordance with all City code provisions as identified therein.

The proposer must submit a detailed implementation plan describing your approach to facilitating a smooth transition to your services that ensures 100% compliance with SB 1383. The information presented must clearly demonstrate that your firm can implement the services in accordance with the RFP schedule, including procurement of all necessary collection equipment, personnel, including administrative and maintenance staff, and develop and distribute initial public education materials. You should completely describe any assumptions, justify them, and specify your expectations for the City and the current haulers' involvement in the transition process. Items for consideration should include but are not limited to disposition of customers' containers and contingency plans to address delays.

## B. Residential Sector

The proposer shall present a solid waste management program that collects and removes solid wastes that have been discarded into carts at all residential properties in the City of Fullerton (approximately 28,768 accounts). These residential properties include single-family homes and 145 multi-family dwellings. See Attachment 1 for a full residential account list, including the multi-family properties (with unit counts) that receive residential service. The selected firm shall propose providing the preferred three-container system, which includes:

- A grey or black container for non-organic waste for disposal.
- A blue container for non-organic recyclables, and the following types of organic wastes: paper products, printing and writing paper, wood and dry lumber and textiles (specific items are at the proposer's discretion – please list).
- A green or brown container for organic waste (yard waste and food waste).

Provision of both collection and support services for the above 3-container program must demonstrate that it is meeting all standard compliance approach regulations of SB 1383. This includes the required provision of educational material, performance of route reviews or waste composition studies at required levels and articulating how your firm will assist the City in responding to contamination findings.

The proposer may include a proposal-alternate program in lieu of the 3-container program described above. Please include a description that demonstrates a proposal-alternate is advantageous and/or superior for residential sector solid waste management, inclusive of all support services you will perform to meet SB 1383 regulations.

### Alley Service

As an older community (founded in 1887) the City of Fullerton has residential properties that require alley service. The City does not have an exact count of alley served properties. However, we are providing a map that shows all alleys in the City, as well as a list showing all properties that are adjacent to alleys. Each proposer should inspect residential and commercial collection areas to the extent required to formulate your cost for services.

## C. Commercial Sector

Upon commencement of the contract, the selected firm shall collect and remove solid wastes that have been placed in carts, bins, roll-off containers, and compactors, from all commercial generators within the City that require recurring service per the City Code. Currently this includes the 2,188 business and multi-family accounts receiving commercial bin service, 62 accounts receiving recurring roll-off service, and approximately 134 accounts receiving commercial cart service.

The City of Fullerton will require all commercial accounts to be compliant with SB 1383, having both recycling and organic waste recycling programs, unless they qualify for a de minimis or space constraint waiver. We estimate that approximately 25% to 33% of commercial accounts, from a list of 717 accounts, will likely meet waiver criteria. All commercial accounts are expected to be auto-enrolled and provided all required SB 1383 collection programs as new service is rolled-out in July 2027. The proposer should use their own best judgment when estimating required containers, above the amounts shown in Attachment 2 to this document. To accurately estimate the services needed to adequately handle the waste stream of the customers/generators we suggest proposers tour the City's commercial areas, including the Downtown District and alley served properties discussed in greater detail below. The selected firm will be required to provide appropriate container sizing and frequency of collection for the amount and type of solid waste generated by each customer. The RFP's requirement is that the proposed services be inclusive of all solid waste management services mandated by the State of California and the City's municipal code. The selected service provider must also provide temporary bin and roll-off services, including but not limited to bins for construction and deconstruction projects, and perform or contract to have performed all waste diversion activity to meet CALGreen requirements. On an annual basis the selected firm must provide steam cleaning services at all City-owned trash enclosures. Within the Downtown District, all City owned enclosures and surrounding area (to a 10-foot radius) shall be kept free of debris, power washed weekly, and steam cleaned annually.

For commercial sector services the City prefers a three (3) container program and requires a cart-service option for smaller commercial and multi-family properties. The City will consider "split-bin" service as an alternative to commercial cart service. As with residential services above, the City requires hauler support services in keeping with a standard compliance approach as described in SB 1383 regulations. As also discussed, the City will allow proposal-alternate services to be proposed, in addition to the required 3-container program.

### Downtown District

Within the City's commercial sector is our historic Downtown District, within which are designated properties where the City requires that individual tenants be provided special "shared service" pricing. These properties all use City-owned trash enclosures. Attachment 4 includes a color-coded customer list and corresponding map highlights, by block designation, the business properties that currently share services within these City owned waste enclosures. The chosen hauler is required to work closely with City staff to maintain an up-to-date list of existing businesses receiving services in the Downtown District.

The City requires that all businesses within the designated "Downtown District", herein established by list and map (Attachment 4) receive shared-service pricing. This pricing should be established at a

fixed fee for all services (trash, recycling, and organics), with varying rates for: (1) Organics Generators”; (2) “All Other Businesses”.

The City considers the Downtown District to be a treasured asset that honors Fullerton’s history by providing current entertainment, dining, and other benefits for both residents and tourists. As such, we will require diligence from our franchise hauler in servicing these accounts as scheduled, maintaining regular contact with property managers and tenants, and that enclosures and surrounding areas be maintained in cleanliness and appearance as described herein. Also included in Attachment 4 is a City memorandum providing additional maps of the downtown area, detail on enclosure maintenance practices, and a description of general maintenance service currently provided within the downtown district.

### Alley Service

Please see Attachment 3 for a listing of accounts and a map showing all commercial properties requiring alley service.

### D. Industrial Sector

The proposer must provide temporary bin and roll-off services, including but not limited to bins and roll-off boxes for construction and deconstruction (C&D) projects. These services shall be performed in a manner that complies with CALGreen requirements, which currently includes a 65% minimum diversion rate stipulation at all covered projects. In addition, reporting and documentation of C&D project activities must be input into a City designated software. Proposer should offer source separation in an ongoing effort to divert the maximum amount material that is feasible. A 65% diversion rate is the minimum expectation for every project, except when non-recyclable material warrants a request for a waiver from this requirement.

### E. Organic Waste Recycling Services

Organic waste recycling services provided to residential and commercial generators must be through a process and/or vendor approved by CalRecycle and be performed at a facility or facilities that are fully permitted to perform all processing and landfill diversion services required. Proposers that cannot meet these criteria may have their proposals removed from consideration at the City’s discretion.

### F. City Facilities & Events

The City currently owns 110 properties, which includes 25 public buildings, a municipal corporate yard, a municipal airport, 59 parks, and 24 reservoirs, wells, water pumping and treatment properties. Of these properties, 31 currently receive complementary solid waste management services from the City’s franchised hauler. A complete list of all current City-owned properties with waste service is provided as Attachment 6. Please review the services provided and applicability of waivers for each location currently receiving service. We also encourage you to inspect these properties.

The City will require solid waste management services, in a configuration that meets SB 1383 regulatory requirements, at no cost at all City facilities, including the following 31 properties:

- City facilities:
  - A. City Hall – 303 W. Commonwealth Ave.
  - B. Fullerton Municipal Airport – 4011 W. Commonwealth Ave.
  - C. Maintenance Service Complex – 1580 & 1581 W. Commonwealth Ave.
  - D. Amtrak Station – 120 E. Santa Fe Ave.
  - E. Fullerton Community Center – 340 W. Commonwealth Ave.
  - F. Fire Station #1 (Headquarters) – 312 E. Commonwealth Ave.
  - G. Fire Station #2 – 1732 W. Valencia Dr.
  - H. Fire Station #3 – 700 S. Acacia Ave.
  - I. Fire Station #4 – 3251 N. Harbor Blvd.
  - J. Fire Station #5 – 2555 E. Yorba Linda Blvd.
  - K. Fire Station #6 – 2691 Rosecrans Ave.
  - L. Museum Center – 301 N. Pomona Ave.
  - M. Hillcrest Recreation Center – 1155 N. Lemon St.
  - N. Fullerton Public Library – 353 W. Commonwealth Ave.
  - O. Hunt Branch Library – 201 S. Basque
  - P. Police Department – 237 W. Commonwealth Ave.
  - Q. Muckenthaler Cultural Center – 1201 W. Malvern Ave.
  - R. Hillcrest Reservoir – 1155 N. Lemon St.
  - S. Child Guidance Center – 680 Langsdorf Dr. Ste. 200
  - T. HOPE Center – 2050 Youth Way
  - U. Commonwealth Pump Station – 201 S. Basque
  - V. Lemon Pump Station – 275 E. Walnut
- City parks:
  - A. Independence Park – 801 W. Valencia Dr.
  - B. Amerige Park – 300 W. Commonwealth Ave.
  - C. Bastanchury Sports Park – 1717 W. Bastanchury Rd.
  - D. West Commonwealth School – 2200 E. Commonwealth Ave.
  - E. Gilbert Park – 2120 W. Orangethorpe Ave.

- F. Laguna Lake Park – 3120 Lakeview Dr.
- G. Lemon Park – 701 S. Lemon St.
- H. Lions Field – 1440 N. Brea Blvd.
- I. Pooch Park- 201 S. Basque Ave.

### Community Event Support

The City also requires free solid waste management services and event boxes/containers at nine (9) events on an annual basis, as determined by City, such as the July 4<sup>th</sup> Celebration, Spring Eggstravaganza, and First Night.

The City hosts several smaller events throughout the year where we will require event boxes for trash, recycling, and organics as set forth in the accompanying Agreement (Attachment 5).

Please include any other services you can provide, in conjunction with these City events (staff a booth, provide education or other materials, etc.).

### G. Public Education and Outreach

The selected firm will be required to prepare and implement a public education and outreach program at its sole expense that is consistent with regulatory all requirements, including those in AB 939, AB 341, AB 1826, AB 827, and within SB 1383 regulations or future regulations. The program shall be prepared in coordination with the City. This program shall at a minimum familiarize residents, property owners and managers, business owners and managers, and designated institutional representatives with essential waste prevention and recycling concepts, program elements, and all State mandated services. Outreach shall be consistent and frequent, explaining the benefits and attributes of recycling. At minimum, the City requires (2) newsletters per year. Materials shall explain the purpose and manner of solid waste management programs; emphasize the materials and practices that fall under various State mandates; and show residents and businesses how to obtain further information and/or assistance.

City-approved slogans and logos shall be used when requested. They will identify the City as the sponsor and be used as a means to integrate and unify program activities, attract attention, and send a positive message to the public to encourage individual participation.

Before the residential and commercial program initial service roll out, the selected firm shall prepare and distribute a series of documents for public consumption. After the initial roll out campaign, the selected service provider shall promote recycling and waste prevention through continued education and outreach, in a manner that is compliant with SB 1383. The selected firm shall provide an annual progress report to keep residents and businesses informed about the status of the City's solid waste management program, suitable for use as a billing insert or social media post.

## **II. Reporting and Compliance with Local, State, and Federal Mandates**

### **A. Monthly, quarterly and annual reports**

The selected service provider will be expected to submit monthly, quarterly and annual reports for the length of the Agreement commencing upon final approval of the franchise award by the City Council. Monthly reports shall be due no later than the last business day of each subsequent month, and quarterly and annual reports shall be due within thirty (30) calendar days from the end of the reporting quarter or year as applicable. These reports will address tonnages hauled and diverted, hauler-customer compliance (AB 341, AB 1826, SB 1383, etc.), and gross revenues and gross receipts for hauler-billed services. At the City's discretion, reports can be expanded to include addition contracted service, additional State compliance measurements, or any other aspect of franchise hauler performance (including initial program roll-out progress reporting). Where applicable, use of a City designated software for reporting and documentation submission will be required. Specific reporting requirements are detailed in Attachment 5.

### **B. SB 1383 Studies and Compliance Reporting**

The selected firm will be expected to assist the City with all aspects of SB 1383 compliance related to the collection, processing, and ultimate disposition of organic wastes and other collection programs that may impact the City's compliance. As such, route reviews and/or waste evaluation studies will be required at the frequencies established in SB 1383 regulations and/or by CalRecycle staff reviewing and judging the City's compliance efforts. Customized reports, as may be deemed necessary by the City, shall also be prepared, and provided by the selected firm, at the time(s) and frequency required to comply with these regulations (no less than annually). Reports shall be prepared and submitted in the form and format the City requires, including online through a software service the City elects to utilize.

## **III. Collection equipment**

For each type of service, the proposer is expected to identify and describe the equipment it plans to use to fulfill the terms and conditions of the Agreement. All collection vehicles must be new or refurbished to "as new" appearance and operation, and if considered non-standard (i.e., dual collection vehicles), you must provide examples of where the proposed equipment is currently being used and the experience of the proposer with the equipment. Under no circumstances can collection vehicles be beyond 12-years of age. All collection vehicles are to be maintained in fully operational condition, kept in a visually appealing condition and comply with existing air quality mandates. Special consideration may be given to proposers who will guarantee purchase and use of renewable natural gas (RNG), to fuel collection vehicles, provided this RNG qualifies as "City procurement" under SB 1383 regulations. GPS tracking and reporting capabilities, and safety/warning equipment is required on all collection vehicles.

All collection containers shall be new at the start of the Agreement, or refurbished to "as new" condition, and be in the colors mandated by SB 1383. All containers shall have a number or similar form of identification that is associated with the specific customer receiving service. Containers shall be maintained, in appearance, function, and signage, in good condition and free from graffiti or other damage that could render the equipment "unsightly" in the opinion of the City, or non-compliant in the opinion of the State. The selected service provider shall change out, or otherwise remedy, unsightly

and/or non-compliant containers within three days after receiving notice from the City. Starting in year five (5) of the Agreement, City will require annual inspection of containers to ensure proper container maintenance is provided.

#### **IV. Special wastes and additional programs**

The City desires a comprehensive special waste program that shall consist of the following items:

##### **A. Construction and Demolition (C&D) debris recycling**

The City requires that the selected firm provide source separated recycling service and/or mixed waste processing service for C&D debris from all construction and deconstruction projects and will require the selected service provider to provide such services to developers and contractors who construct or demolish structures within the City limits so that they may achieve the 65% diversion level mandated by CALGreen (exceptions granted for non-recyclable materials on a case-by-case basis). The selected firm will be required to use the City's designated software, for C&D hauling reporting and associated documentation.

##### **B. Bulky item pick-up**

For purposes of this RFP, bulky items are defined as objects that cannot easily fit into compaction units of front-loader waste collection vehicles.

The selected firm must provide four bulky item collections to residential customers each calendar year. Residents will not be limited in the number of bulky items per collection. To the maximum extent possible bulky items may not be disposed of in landfills until the following hierarchy has been followed: 1) reuse, 2) disassembly, 3) recycle, and 4) disposal. The cost for additional bulky item collections for residents, or events beyond four times per-year, should be detailed in proposer's pricing; provided, however, each additional bulky item collection to which a charge applies shall include collection of up to ten (10) bulky items. In addition, unlimited bulky item collection shall be provided for commercial customers, and the price for each collection with parameters for the number of items to which such price applies should be detailed in the proposer's pricing (Pricing Form - Attachment 7). Furthermore, to address items that are abandoned in the public right-of-way, the City will require the selected firm to provide weekly bulky item sweeps of designated areas identified as "hot spots" such as alleyways, streets, vacant lots, and other specified locations (map provided in both Attachment 3) and assist the City in removing abandoned items on an on-call basis (response required within 24 hours to city-requests). The City has the right to modify the map of "hot spot" locations, as conditions change. Proposers should detail their abandoned item "sweep" and collection program in their proposal. This program shall be provided as a no-cost service to the City.

##### **C. Additional Programs (HHW-Compost Give Away-Shredding)**

The City would like proposers to provide a variety of recurring programs that are helpful to both residents and the City. Residents primarily use a nearby HHW drop-off facility, operated in conjunction with the County of Orange. Proposers will be required to feature HHW drop-off opportunities at County facilities in their educational materials at least once per-year and train their customer service staff to make City residents aware of this County resource. In addition, proposers are required to provide the following programs, in addition to your other franchised services:

- Holiday Tree Collection – The proposer shall be required to collect holiday trees during the three (3) weeks following December 25<sup>th</sup> each year and divert them from disposal.
- HHW Event - One event per year, at a City-designated site, to collect batteries, E-waste, and waste tires from City residents. Proposers shall provide capacity for the collection of all delivered items during the event. The event must be a minimum of four (4) hours in duration.
- Compost Give-Away – All proposers are required to provide and deliver at no cost, to sites within the City of Fullerton (as designated by the City), not less than 250 tons of compost that meets SB 1383 standards to qualify for City procurement credit as part of a Seasonal Compost Pile Program. This compost shall be delivered in bulk to designated sites in the City and will require a minimum of one compost delivery per week, continuing for at least eight (8) consecutive weeks, with a start date determined by the City. In addition, a "Drive-Thru" compost giveaway shall be provided once per-year, during which bagged material, in approximate 30 lb. bags, shall be provided to residents at no cost. Proposers shall provide up to twenty-eight (28) tons of compost (exact amount TBD) at each Drive-Thru event and allow residents attending such events to take at least four (4) bags of compost. Proposers should also provide a price for additional compost material, should the City require more than 250 tons. In addition, if available, the proposer should provide pricing for mulch material that meets SB 1383 guidelines.
- Paper Shredding Event – Twice per year the proposer shall offer, at no cost to the City, an event of at least 4 hours in length, where residents can bring up to four (4) "banker boxes" of documents for shredding. While the City will have representation at these events, the proposer will be responsible for staffing the event at a level sufficient to direct traffic, accept material from the public, and shred the material collected. Proposers shall provide capacity for collection of all paper delivered at each shredding event.

#### D. Disaster preparedness

The selected service provider shall assist the City in the development of a waste mitigation emergency plan to deal with any human or natural disaster. The response to the RFP shall demonstrate the firm's ability to assist the City in this task.

#### **V. Transfer Station and Diversion Facility Capabilities**

The response must include a description of all transfer stations, material recovery facilities, organic waste diversion facilities, and/or other facilities and locations where City waste will be taken after collection. The proposer should present the facilities it plans to use for franchise collection and provide all information it believes the City should have to determine if proposed facilities can be deemed effective and capable of ensuring the City's compliance with all State mandates.

## **VI. Disposal and Diversion Capacity**

Proposer must include in its submission a description of alternate disposal site(s) it can provide, should the City elect to discontinue participation in a waste disposal agreement with the County of Orange. It is permissible to state no such facility is currently available.

SB 1383 regulations require our jurisdiction to demonstrate adequate capacity for organic waste processing and diversion from landfills, under a process that is deemed acceptable by the State. The successful proposer shall provide proof that it can provide this capacity, either under contracted arrangement or at a facility the proposer owns or otherwise controls; to process and divert all organic waste the City will reasonably be required to demonstrate such capacity for, over the term of this Agreement.

### **4.1.3. Term**

The term of this Agreement shall be for a period of ten (10) years, with the City-option to award an extension for up to ten (10) years (for a total of 20 years maximum), in two (5) year increments, based upon continued demonstration of exemplary contract performance.

## **4.2. TECHNICAL PROPOSAL**

### **4.2.1. Qualifications & Experience**

A section of the proposal should establish the ability of the firm(s) to satisfactorily perform the required work by reasons of: experience in performing work of the same or similar nature; demonstrated experience working with other public agencies; strength and stability of the firm(s); staffing capability; work load; record of meeting schedules on similar contracts; and supportive client references. Most recent references are preferable.

Proposer to provide:

- A. An overview of the proposal (including the firm's relevant experience), a summary of the firm's understanding of the requested Scope of Work, and its approach to providing those services.
- B. A brief description of your firm's background, size, and office locations in California, including a narrative addressing performance record, experience in performing similar services, quality of work, and ability to commit necessary time and resources to perform the Scope of Services described herein.
- C. Qualifications of individuals to be assigned to perform the functions described in the Scope of Services herein.
- D. List any disciplinary or investigative action, including audits, in the past five (5) years conducted by any professional body or local, state, or federal branch of government of your Firm.
- E. List any and all litigation, pending or final, to which you are a party that is related or similar to the services being solicited in the past five (5) years.

- F. Other Services – Please provide list of other services that your firm provides which are not identified in the Scope of Work but could be beneficial to the City.

#### 4.2.2. *Proposed Staffing and Organization*

This section of the proposal should establish the method that will be used by the firm to manage the contract as well as identify key personnel assigned. Proposed staffing and organization are to be presented by firm identified (including sub-contractors) in the proposal.

Proposer to:

- A. Provide education, experience and applicable professional credentials of contract staff. Include applicable professional credentials of “key” contract staff.
- B. Identify primary Project Manager, role they will have with the City and primary office contact information.
- C. Furnish brief resumes (no more than one page each) for key personnel.
- D. Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work. Include the person's name, current location, and proposed position for this project, current assignment, and level of commitment to that assignment, availability for this assignment and how long each person has been with the firm.
- E. Include an organization chart that clearly delineates communication/reporting relationships among the staff, including sub-consultants.

#### 4.2.3. *City Fees*

The selected firm will be required to remit to the City the following fees as consideration for the franchise:

- RFP and Ongoing Legal/Consulting Costs – Upon execution of the Agreement, the selected service firm will be required to remit to the City a one-time fee to reimburse the City’s RFP related costs. This is estimated at \$75,000, and an update will be provided to reflect actual costs. In addition, reimbursement of all ongoing legal and consulting costs incurred in administering the Franchise Agreement will be required.
- Franchise Fee – A 10% fee on total customer invoice amount (City or hauler-billings) of any kind that are related to the franchise granted, shall be retained by or remitted to the City on a monthly basis.
- NPDES Fee – An annual payment of \$1,550,000 payable in equal and quarterly installments. This fee is adjusted annually by CPI and is required to compensate the City for contracted street sweeping, annual catch basin maintenance costs, and other costs incurred by City as a result of waste collection operations by the selected provider.

- City Billing Fee – A \$155,000 annual charge, adjusted by CPI, to cover City billing expenses. This fee will be retained by the City from all residential service billings administered by the City. **WAIVED IF BID ALTERNATE SELECTED – Provide your per-unit pricing to perform residential billing in the space provided in Attachment 7.**
- Legislative Compliance Fee – An annual payment of \$2,000,000, payable in equal and quarterly installments. This fee is adjusted annually by CPI and is required to compensate the City for administrative costs incurred associated with unfunded State mandates, starting with AB 939 up to and including the recent SB 1383 short-lived climate pollutant reduction regulations. Such costs include staffing to develop, implement, monitor, and enforce solid and hazardous waste programs, containers and additional staffing at City facilities, recycled organic waste product procurement required of the City, edible food recovery program and support costs borne by the City, new ordinance enforcement requirements, and the creation and ongoing maintenance of mandated implementation record files to meet at-any-time inspection standards.
- Business License – The selected service provider and any of its subcontractors will be required to maintain appropriate business licensing during the term of the Agreement.

#### 4.2.4. Rates

Please utilize and amend as needed the **Pricing Form** provided to develop a complete listing of your proposed rates for residential, commercial, and industrial services (Attachment 7). If you wish to levy any additional charges that are not listed, please add them to the Pricing Form (i.e. rates for scout service, push out service, locking bins, etc.). Rates presented must be all-inclusive as the City will not allow line-item charges for fees or surcharges to be used in customer billings. The City also requires that only the proposed rates you submit on this form be allowed in the franchise. Any rates not disclosed through this RFP process will not be allowed. Pricing assumes City to continue billing residential recurring service and the associated \$155,000 per-year fee. **WAIVED IF BID ALTERNATE SELECTED – As a “bid alternate” please list your per-unit charge to provide residential billing service.**

As applicable, please provide the service and facility components of each rate, as provided for in Attachment 7. See language of Agreement (Attachment 5) related to annual adjustment to maximum rates for context related to breakdown between service component and disposal/processing facility component of rates. If a service type, container size, frequency of pick-up, or rate component does not require such a breakdown, please use shading in the applicable cell so the City knows you intentionally left it blank. Additional pricing cells can be added to the Pricing Form as needed. However, do not delete any cells that are established in the Pricing Form template.

**BID ALTERNATE:** Please list your per-unit charge to perform residential billing services in the space provided in Attachment 7.

#### **4.2.5. Bid Alternates**

Bid Alternates related to collection services are allowable, if provided in addition to the standard three-container pricing required. Please use a separate copy of the Pricing Form to submit bid alternate pricing.

The requested Bid Alternate for residential billing costs which are listed in the space provided on the required Pricing Form for three-container programs.

#### **4.2.6. Appendices**

Information considered by Proposer to be pertinent to this Agreement and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Please note that this does not constitute an invitation to submit large amounts of extraneous materials. Appendices should be relevant and brief.

### **5. SECTION V**

#### **5.1. EVALUATION AND AWARD**

All proposals will be reviewed by a panel selected by the City. The panel will use but not be limited to the following criteria as important guidelines in selecting the most qualified and responsible firm who can best serve the residents, businesses, and interests of the City. The scoring criteria noted below are only guidelines, and the City reserves the right to select a service provider that presents the best qualifications as it subjectively determines, but not necessarily at the lowest price. The City also reserves the right to request further written information and interview multiple top-ranked proposers.

Based on the results of the evaluation process, with priority given to pricing, the number and type of exceptions taken, and technical merits of the proposer, and the other key decision points listed herein, the City will select the proposer which it deems to be the best overall choice. The City will then negotiate and finalize execution of its Franchise Agreement with that firm. At its sole option, the City may elect to interview multiple firms and/or enter negotiations with multiple firms to determine its final selection.

##### **5.1.1. Evaluation Criteria**

City will evaluate the proposals received based on the following criteria outlined below and may utilize various weighting factors for different criteria or sub-criteria. Respondents who are not actively engaged in providing services of the nature proposed in their response to this request and/or who cannot clearly demonstrate to the satisfaction of the City their ability to satisfactorily perform the work in accordance with the requirements set forth in this request will not be considered. The City shall be the sole judge of the qualifications and services and its decision shall be final. Discussions may be conducted with respondents who submit qualifications determined to be reasonably acceptable of being selected for award.

City will evaluate the proposals received based on the criteria listed in the Evaluation Criteria Section.

The City will select a firm based upon the completeness and adherence to RFP instructions, responding firms' qualifications and experience, collection and compliance program management, and implementation plan, as well as responses to any requests for information as set forth herein to this

RFP. If any addenda are made to the RFP, the information provided will be considered as well. It should be noted that none of these factors in and of themselves are determinative, and the City reserves the right to select a firm on any basis that is in the best interests of the City.

The City may contact firms in response to questions raised in their proposals and the City reserves the right to cancel this solicitation without selecting any firms.

#### 5.1.2. *Evaluation Procedure*

An Evaluation Committee will be selected to review and evaluate all proposals. The Evaluation Committee will be comprised of City staff and may include outside consultants to review all proposals submitted. The City of Fullerton reserves the right to request clarification of additional information from any firm at any time. After the proposals are evaluated, the City may elect to interview all, some, or none of the firms to help clarify and better evaluate each proposal. Firms may be asked to submit additional documentation at or after the interview stage or prepare a presentation. *Please note that Interviews are at the City's sole discretion and are not a requirement to make any recommendation to award an agreement.*

Based upon evaluation of the proposals and any interviews (if conducted), the Evaluation Committee will recommend the top-ranked firm to award an agreement to the City Manager and/or City Council (if necessary).

The City reserves the right to select a firm without conducting interviews or abandon this RFP. **Final selection of firm and authority awarding agreements to proceed with these services shall be at the sole discretion of the City and if required, City Council.**

#### 5.1.3. *Award*

After conclusion of the evaluation period, a “**Notice of Intent to Award**” will be sent to all proposers to this RFP identifying the top firm selected. Award to any firm selected is *contingent upon* the successful negotiation of final Agreement terms and the approval of City. The City reserves the right to negotiate final Agreement terms with the selected firm prior to award and expressly reserves the right to negotiate with several firms simultaneously. However, since the selection and award may be made without discussion with any firm, the Proposer's proposal submitted should contain firm's most favorable terms and conditions.

Negotiations shall be confidential and not subject to disclosure to competing Proposers until an agreement is reached. If contract negotiations cannot be concluded successfully, the City may negotiate an agreement with the next best qualified Proposer or withdraw the RFP. *In the event the City does not approve the recommendation to award, the RFP may be cancelled without any cost or obligation of City.*

City Manager and/or City Council action will be requested by City staff to award an Agreement to the selected firm.

#### 5.1.4. *Notification of Award*

Firms who submit a proposal in response to this RFP shall be notified regarding the firm awarded an Agreement. Such notification shall be made within seven (7) days of the date the Agreement is

awarded. **Notice of Intent to Award** will be sent to all firms who submitted a proposal via OpenGov, the City’s eProcurement platform, and will also be available on the City’s Bid Webpage [www.cityoffullerton.com/business/bids-rfps](http://www.cityoffullerton.com/business/bids-rfps).

## 5.2. EVALUATION CRITERIA

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p><b>Document Organization and Completeness</b></p> <p>Compliance with RFP instructions, conformity with format, completeness in level of detail, presented in a well-organized manner.</p>	Points Based	5 <i>(2.5% of Total)</i>
2.	<p><b>SB 1383 Compliance Assistance</b></p> <p>Clarity, completeness, and demonstration of understanding of SB 1383 compliance activities and the franchise-hauler’s role in minimizing City costs while maximizing compliance with regulations.</p>	Points Based	20 <i>(10% of Total)</i>
3.	<p><b>Project Team and Resumes</b></p> <p>Experience of individuals working specifically with the City of Fullerton.</p>	Points Based	5 <i>(2.5% of Total)</i>
4.	<p><b>Related Experience and Capabilities</b></p> <p>Municipal contracts and references within Southern California. Commercial and residential services provided, with particular emphasis on curbside and commercial recycling, green and food waste diversion programs and status of your city-clients’ compliance with AB 341, AB 1826, and SB 1383. Also described experience with bulky item pick-up, City-event services, litter control, C&amp;D debris recycling, diversion facilities owned-operated or under contract, education and outreach programs with emphasis on SB 1383, AB 1826 &amp; AB 341, program rollouts, MRF processing, recordkeeping, reports and reporting, contracting and subcontracting, route audits and waste composition/generation studies.</p>	Points Based	20 <i>(10% of Total)</i>
5.	<p><b>Guaranteed Organic Waste Capacity</b></p> <p>Long term organic waste processing agreement(s) and related description of your organics markets and State approved facilities.</p>	Points Based	5 <i>(2.5% of Total)</i>

6.	<p><b>Safety and Customer Service Program and Record</b></p> <p>Equipment and personnel safety training and performance. Call center and/or other services offered to ensure exemplary customer service.</p>	Points Based	<p>20 <i>(10% of Total)</i></p>
7.	<p><b>Financial Ability to Perform</b></p> <p>Financial strength, insurance ratings, ability to post faithful performance bond, evidence of the proposer's ability to finance equipment, and history of meeting financial obligations to municipal clients and creditors.</p>	Points Based	<p>5 <i>(2.5% of Total)</i></p>
8.	<p><b>Exceptions</b></p> <p>The number and extent of exceptions to all requirements presented in this RFP document and the Draft Franchise Agreement (Attachment 5) will be a scoring criterion in the RFP process. You must list and briefly explain any exceptions and failure to list an exception, which is later brought up in contract negotiations, is grounds to terminate negotiations and select another proposer. The City's expectation is that proposers materially accept the draft Agreement. Furthermore, the City reserves the right to make revisions to this Agreement during the RFP process. Any revisions made will be presented to all proposing firms so exceptions, if any, can be incorporated into your proposal.</p>	Points Based	<p>5 <i>(2.5% of Total)</i></p>
9.	<p><b>Other Resources and Equipment</b></p> <p>Age and condition of fleet and containers, maintenance facilities and practices, maintenance of records and current DMV registration confirmation, and description of vehicle software, AI, cameras or any other retrofits. Compatibility of your equipment and systems with proposed services. Examples of signage, quality of education/ outreach materials produced, etc. Any other area of investment in your ability to provide requested services, which you believe provide additional value to the City.</p>	Points Based	<p>10 <i>(5% of Total)</i></p>

10.	<b>Operation</b> Schedules and ability to maintain schedules, personnel, exclusive collection of City waste (avoid commingling of City's waste with adjacent cities or other customers' wastes), familiarity with local area. Ability to provide same-day response to address service issues.	Points Based	15 (7.5% of Total)
11.	<b>References</b> All municipal and County franchises/agreements in Southern California must be listed with contacts and phone numbers; references are positive or negative; strength of response. Minimum five references.	Points Based	5 (2.5% of Total)
12.	<b>Value Added Services, Programs, or Community Support</b> Additional benefits your firm will commit to, over and above, the specific services listed herein. Community service activities, charitable activities, participation in events, membership in local service groups, SB 1383 procurement credits provided, etc.	Points Based	15 (7.5% of Total)
13.	<b>Local Commitment</b> Distance of collection fleet and customer service office from the City. Staffing commitments for Fullerton residents, participation and support for local charities, schools, and events.	Points Based	5 (2.5% of Total)
14.	<b>Proposed Rates</b>	Points Based	40 (20% of Total)
15.	<b>Oral Evaluation</b>	Points Based	25 (12.5% of Total)

## 6. SECTION VI

### 6.1. VENDOR QUESTIONNAIRE

1. *Did you attend the pre-proposal mandatory conference on October 1, 2025?\**

Please confirm

\*Response required

2. *Technical Proposal\**

Please submit your COMPLETE proposal, NOT to include the Fee Proposal, according to the instructions in [REQUIRED PROPOSAL CONTENT](#).

\*Response required

3. *Fee Proposal\**

Please submit your Fee Proposal, according to the instructions in [REQUIRED PROPOSAL CONTENT](#).

\*Response required

4. *Did you provide a residential billing charge as required in Attachment 7?*

Please confirm

5. *Bid Alternate Proposals - Residential Billing Services\**

Provide the requested Bid Alternate for residential billing costs which are listed in the space provided on the required Pricing Form for three-container programs.

\*Response required

6. *Bid Alternate Proposals - Collection Services\**

Provide an optional Bid Alternate related to collection services, in addition to standard three-container pricing required. If provided, please use a separate copy of the Pricing Form to submit bid alternate pricing.

\*Response required

7. *Status of Past and Present Contract Form\**

Firm shall list the status of past and present contracts where the firm has provided franchised hauling services during the past ten (10) years **and the contract has ended or will end in termination, settlement or litigation.**

A. Public Agency city/county/other:

B. Contact Name:

C. Phone:

D. Project Award Date:

E. Original Contract Value:

F. Term of Contract:

1. Status of Contract:

2. Identify claims/litigation or settlements associated with the contract:

\*Response required

8. *Exceptions\**

If your company is taking exception to any of the specifications, terms or conditions (including insurance indemnification and/or proposed contract language) stated in this Request for Proposal, please indicate below and describe details:

A. No exceptions taken

- B. Exception taken to the scope of work or specifications
- C. Exception taken to indemnification and insurance requirements
- D. Exception to proposed contract language
- E. Other

Please explain in detail:

\*Response required

**9. Confirmation\***

The Firm confirms that all the information provided is true and accurate.

Please confirm

\*Response required

**6.2. ATTACHMENTS**

**6.3. OTHER RELATED INFORMATION**

Proposer must complete and submit Attachment 7, as a labeled "Pricing Form" and submit it separately as described herein. Proposers may also include any other relevant information including brochures, reference letters, etc., which should be suitably identified in the proposal as "attachments" and which the City will consider in its deliberations. Such attachments should be limited to 20 pages.