



MARK PESTRELLA, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

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IN REPLY PLEASE

REFER TO FILE: **BRC-1**

November 5, 2020

### REQUEST FOR PROPOSALS - ADDENDUM 2 THE EXCLUSIVE FRANCHISE CONTRACT FOR THE AREA OF HACIENDA HEIGHTS (BRC0000052)

Thank you for your interest in our Request for Proposals (RFP) for The Exclusive Franchise Contract for the Area of Hacienda Heights (BRC0000052).

Please note the deadline to submit Proposals is **Monday, November 9, 2020, at 5:30 p.m.**

All addenda and informational updates will be posted at <http://pw.lacounty.gov/brcd/servicecontracts>. Please check the website frequently for any changes to this solicitation.

Please take note of the following revisions to the Request for Proposals (RFP). (Note that the changes that have been added are in **boldface** and deleted languages are ~~strikethrough~~.) Section A is the Addendum and Section B is the Questions and Answers.

- **Important Note to Proposers: An updated Form PW-2.1 Schedule of Prices has been attached as Enclosure A. Please use Form PW-2.1 when submitting your proposal. (Proposals submitted with PW-2 may be rejected as nonresponsive.)**

#### A. ADDENDUM

1. The following item listed below has been deleted in its entirety:

- Form PW-2 Schedule of Prices

The above Form is replaced with revised item listed below (See Enclosure A):

- Form PW-2.1 Schedule of Prices

Please use the revised Form PW-2.1 Schedule of Prices, attached hereto as Enclosure A, when submitting your proposal.

2. Part 1, Sample Contract, Section 1 Grant of Rights and Privileges To Provide Task 1 Services, has been revised as follows:

Basic Service means all Performance Obligations prescribed in Exhibit 3.A.1 and Exhibit 3.A.3 that do not require a Customer Surcharge, including the once per week Collection frequency in item B3 and the one 96-gallon Refuse, ~~two~~ **one** 96-gallon Recyclables, and ~~two~~ **one** 96-gallon Green Waste Containers in Item D.

3. Part I, Sample Contract, Section 15 Performance Assurance, has been revised as follows:

Service Area	Amount of Performance Assurance
Hacienda Heights	<del>\$739,926.40</del> [to be determined]

**COUNTY shall establish the amount of the performance assurance for the period beginning on the Execution Date and ending on the last day of the first Contract Year.**

4. Part II, Scope of Work, Exhibit 3. A.1, Item O, Difficult to Service, has been revised as follows (Exhibit 16.C.2 is attached as Enclosure B):

A Director-approved list of ~~is in~~ difficult to service addresses is in **Exhibit 16.C.2** ~~item C2 of Exhibit 16 and a map of the areas are in item A3 of Exhibit 16~~. The list is subject to change upon written notification by Director or upon request by CONTRACTOR and approval by Director. CONTRACTOR shall charge a difficult to service fee per rate schedule in Attachment 7-2, Task 1 Service Fees of Exhibit 7.

5. Part II, Scope of Work, Attachment 5-10A - Definitions, has been revised to include the following:

**Trash Monitoring Program means Public Works' developed map-based smartphone application that allows users to plot a location on the map where illegally dumped materials are found. This provides for easy monitoring of illegal dumping requests currently done by e-mails wherein users in the field are able to update the status of illegal dumping requests when they are completed. It also allows photos to be uploaded and reports to be generated. The CONTRACTOR shall be required to pay the licensing fee of \$500 per license per year.**

**B. QUESTIONS AND ANSWERS**

1. **Question:** When was this original agreement supposed to expire? Did the County exercise all extensions?

**Response:** The original agreement was set to expire on March 31, 2020; however, it was extended for 1 year on a month-to-month basis. Yes, the County has exercised all extension years.

2. **Question:** Provide the tonnage collected for the past year that is available.

**Response:** See table below.

Name of Residential Franchise Area	Solid Waste (in tons) Collected from October 2019 - October 2020			Annual Clean-Up Tonnage 2019	Abandoned Waste Tonnage (8/2019 to 8/2020)
	Refuse **	Recyclables	Green Waste	Total	Total
Hacienda Heights	18,805	1,653	6,091	414.99	7.18

3. **Question:** List the current equipment being used for this agreement.

**Response:** Fifteen automated trucks of which four are spare trucks, two trucks are used for bulky items collection

4. **Question:** Provide the amount of routes for this agreement, and amount of employees currently servicing Hacienda Heights under this agreement.

**Response:** There are 39 employees servicing Hacienda Heights. Routes for this agreement is not available.

5. **Question:** Are there any commercial businesses included under this agreement?

**Response:** This contract is only for trash collection services in wheeled plastic carts. There are currently no commercial businesses using this service under the existing agreement.

6. **Question:** Is the preferred program to have a 4-pass system (trash, recycle, green waste, food) to comply with SB1383?

**Response:** The County's current preference is a three-pass system, wherein food will be mixed with green waste.

7. **Question:** What is the current residual (contamination) % on the recycling cart?

**Response:** This information is not available since it is not a requirement under the contract for the current waste hauler to provide this information.

8. **Question:** Is there an opportunity to score additional evaluation points if we process the organics material for an end use as RNG and compost?

**Response:** There will be no additional points for final destination or end use of materials collected.

9. **Question:** Does the current hauler use any specialized vehicles to service private roads or hard to service accounts?

**Response:** No specialized vehicles are currently being used.

10. **Question:** Difficult to Service - Can we get a map that identifies the hard to service collection areas? As referenced in the RFP, Exhibit 3A1: Page 33, item C2 and A3 of Exhibit 16 are missing in the RFP package.

**Response:** Please refer to Item 4 in Section A, Addendum.

11. **Question:** Can the bulky items be recycled or donated?

**Response:** Please refer to Section C.2 of Exhibit 3. A.1 for requirements regarding diversion of various materials, including bulky items. Section C.2 of Exhibit 3. A.1 states the following:

2. Reasonable Business Efforts to Divert

CONTRACTOR shall use Reasonable Business Efforts to Divert the following materials that it Collects:

- a. Bulky Items

Bulky Items in accordance with item H3 of this Exhibit and Item B of Exhibit 3.A.3.

12. **Question:** Who sweeps the streets?

**Response:** Public Works' road crews conduct street sweeping in the area of Hacienda Heights.

13. **Question:** Can street sweeping be integrated into this contract for ease of management and future cost savings?

**Response:** No. Public Works has no plans on integrating street sweeping into this contract.

14. **Question:** Can the term be lengthened in negotiations to reduce the costs?

**Response:** No. Public Works has no intentions of lengthening the term of this contract beyond what is stated in the RFP.

15. **Question:** Does CI index of the truck fuel matter to the County?

**Response:** Yes, it does. This is one of the components considered in the calculation of the annual rate adjustments. Please refer to Scope of Work, Exhibit 7, Item D, Service Fee Adjustment for Annual Changes in Fuel.

16. **Question:** How many bear resistant carts are being used now?

**Response:** There are no bear carts being used since this is not a requirement under the existing contract. However, this is a new requirement under the new contract. Please see Exhibit 3. A.3, Item B2, Excess Refuse, which states:

In areas prone to wildlife intrusion into urban areas, upon Customer request, CONTRACTOR shall make available the temporary use of Bear-Resistant Carts or Carts with Gravity Locks for the fee listed on the Form PW-2, Task 1 Service Fees of Exhibit 7. The Carts are to be delivered to Customer within 72 hours of request and removed within 24 hours of the Service Day.

17. **Question:** How many customers have carts with gravity locks?

**Response:** There are no gravity locking carts being used under the existing contract.

18. **Question:** How many manure customers are there?

**Response:** There are currently 39 customers using manure service.

19. **Question:** Do you have a count of the number of customers subscribing to the Sharps Collection Program?

**Response:** No customers subscribe to Sharps Collection Program since this is not a requirement under the existing contract.

20. **Question:** Can we get the pricing forms in an Excel format?

**Response:** The pricing form are not available in Excel format.

21. **Question:** Multiple sections of the bid reference a joint-venture option (Form PW-1 is an example). However, other sections, such as page 23 and 133 only reference a corporation or a limited liability company. Is a joint-venture an acceptable structure of a proposer or does the County prefer an LLC? (this is assuming the proposer meets all other specified requirements)

**Response:** Yes, a joint venture is an acceptable entity type. There is no entity type preference by the County. The entity type is a business decision to be determined by each individual firm.

22. **Question:** Section 1 Summary of RFP mentions start of Services as early as April 1, 2021. Does the County have the ability to extend term with current hauler given that the timeline to acquire carts and trucks would be very short?

**Response:** All extensions allowed in the existing contract have been utilized so services under the new contract must start on April 1, 2021.

23. **Question:** Contract Part 1 D. Use of Goods, Services and Property; CONTACTOR acknowledges that COUNTY must have full use and possession of Carts to secure its rights under this Contract, including both the following: Does the County intend to take possession of carts upon delivery or only in the instances provided, breach and purchase upon termination.

**Response:** The County does not intend to take possession of carts upon delivery. The County taking possession of carts under this section occurs in the event of breach/default or termination of the contract.

24. **Question:** Scope of Work Part II – Prohibition of Mixing Recyclables, Organics and Refuse. Section allows for single pass collection if approved by Director. Given the service area of Hacienda Heights, are there current approvals for single pass collection given to the incumbent hauler? If so, for what service areas.

**Response:** No areas are currently approved for single-pass collection.

25. **Question:** **Section 7-46**, Budget Reduction- COUNTY reserves the right to correspondingly reduce the following: The County Service Fees for that Fiscal Year and any subsequent Fiscal Year during the Term of this CONTRACT (including any extensions), and The Maximum Contract Sum. Has this happened in last 10 years?

**Response:** No, this has not occurred in the last 10 years.

26. **Question:** **Section 7-37-** Basic Service means Customer Services including the once per week Collection frequency in item B3 and the one 96-gallon Refuse, two 96-gallon Recyclables, and two 96-gallon Green Waste Containers in item D, but without any Additional Customer Services.

This section contradicts the PW-2 form (one 96gal refuse, one 96gal recyclable, one 96gal green waste) and other language in the RFP. Please clarify the quantity of 96 gallon recyclable and Green Waste containers for each house hold.

**Response:** As stated in Exhibit 3.A,1, Item D1: CONTRACTOR shall provide to each Occupant the following:

- a. One 96-gallon Refuse Cart;
- b. One 96-gallon Recyclables Cart;
- c. One 96-gallon Green Waste Cart or one 32-gallon Food Waste Cart.

Please also refer to Item 2 in Section A, Addendum.

27. **Question:** The RFP references the number of bulky & excess solid waste in various sections with different number of pick-ups (3A3B1 references 8, 313B1B6 references more than 3, and PW-2 references 4). Please confirm how many no charge bulky item collections are required per contract year? Would the County considering limiting the number of items per collection to 10?



**Response:** As stated in Exhibit 3. A.3, Item B the requirement for bulky items and excess solid waste collection is as follows: 8 on-call pickups of:

- a) unlimited number of bulky items per pickup,
- b) up to 5 bags of trash per pickup
- c) up to 10 bags/bundles of green waste per pickup

28. **Question:** The annual clean-up limits C&D materials to two 70 lbs bags or containers. Is C&D excluded (or at the very least limited) from the bulky items collections it is not intended for those materials?

**Response:** C&D is included in the bulky item collection. This just sets the limit on the amount of C&D materials that can be collected per pickup pursuant to the County ordinance.

29. **Question:** Roll-Out Service for Non-Elderly/disabled. The form lists the mandatory minimum service up to 10 fee at 5% of basic service total. These instances are very time consuming and effectively result in a semi-automated collection system where the driver must routinely exit and enter the vehicle rather than fully automated. Please confirm that the fee billed to customer should be 50% of the basic service total rather than the 5% listed on the form.

**Response:** This service is only upon Director's request and would apply to every customer in the desired area (not necessarily the entire service area). It was designed for densely populated areas with many cars parked in the streets. Hacienda Heights does not meet this description and it is not anticipated this service will be requested. However, the Director does retain the right to request the service. Additionally, it is intended for an entire neighborhood and not just a few homes. The waste hauler could use a helper to move the carts while the driver serviced them. The fee was an estimate of the cost to have the helper on that route. A small fee spread over many homes should adequately pay for the cost to provide the service. Charging 50 percent or approximately \$15 per home, would be excessive.

30. **Question:** Please provide a clearer hot zone map Exhibits 16.A.2.

**Response:** A copy of the hot zone map Exhibit 16.A.2 has been uploaded and made available at <http://pw.lacounty.gov/brcd/servicecontracts>.

31. **Question:** Missing map and list of difficult to service. Exhibit 16.C.2.

**Response:** Please refer to Item 4 in Section A, Addendum



32. **Question:** Please provide a clearer alley map Exhibit 16.A.5.

**Response:** A copy of the alley map Exhibit 16.A.5 has been uploaded and made available at <http://pw.lacounty.gov/brcd/servicecontracts>.

33. **Question:** Difficult to service customers will require an alternative collection vehicle to service a very small segment of the customer base. To mitigate the costs of the vehicle & the time to service difficult access accounts, the proposed 25% of basic service is not sufficient. Will the County consider increasing that amount to something more equitable such as 75% of the basic service rate?

**Response:** No, the County will not change the rate. The Difficult to Service fee is designed to offer the waste hauler additional compensation for challenging areas but if a bidder feels it is inadequate, they should factor that into a higher rate for basic service for all customers.

34. **Question:** Cleanliness of containers (at contract start). Please confirm the cleaning referenced in this section is to be provided within the first 2 months of the contract start date if used containers are purchased and not within the first year as referenced elsewhere in the text.

**Response:** Item D3d of Exhibit 3.A.1 on cart cleaning at the start of the contract requires that cart cleaning be conducted within 2 months of service start date if carts from the previous contract are being used.

35. **Question:** Litter. The litter rate per mile implies once a month services. Should the rate per miles \* the 10.9 miles be multiplied by 4.33 for weekly service?

**Response:** Yes, this rate should have included a 4.33 multiplier in the worksheet but since it did not, bidders are advised to multiply their amount by 4.33 to achieve the monthly cost. Please use revised Form PW-2.1 as indicated in Item 1 of Section A, Addendum.

36. **Question:** Can you provide information on the TMP application?

**Response:** The Trash Monitoring Program (TMP) is developed by Public Works and is a map-based application that allows users to plot a location on the map where illegally dumped materials are found. This provides for easy monitoring of illegal dumping requests currently done by e-mails wherein users in the field are able to update the status of illegal dumping requests when they are completed. It also allows photos to be uploaded and reports to be generated.

The contractor will be required to pay the licensing fee of \$500 per license per year. Please also refer to Item 5 in Section A, Addendum.

37. **Question:** Please provide information on the solar receptacle internet based program.

**Response:** There are currently no public receptacles for service in Hacienda Heights under the existing contract. However, the County may consider installing solar powered receptacles in the area that may need to be serviced by the contractor under the new contract. These receptacles would typically compact materials and send electronic notifications when it is time to be serviced.

38. **Question:** Can you confirm PW-8 - Subcontractors and Community Business Enterprises Participation Form are part of the same form?

**Response:** Yes, Form PW-8 has a total of three pages, which include the List of Subcontractors and Community Business Enterprises Participation Form.

39. **Question:** Is the Director's Fund subject to franchise fees or is it to be added to the rate after the franchise fees are calculated?

**Response:** As stated in Exhibit 3.A.1, Item H8, contractor is required to put money aside at the rate of \$0.09 per customer for as-needed tasks. This does not have any correlation with the customer service charges nor the franchise fees.

40. **Question:** Please confirm that the total customer count of 14,454 includes the 1,733 senior customers.

**Response:** 14,454 is the total number of customers including those receiving senior discount.

41. **Question:** Lid colors. Can black containers (body & lid) be used for trash as allowed by SB 1383.

**Response:** Yes, black is acceptable. The requirement is for uniform body colors, such as gray, unless carts are reused. The intent is to provide flexibility in the cart body colors to allow for the lowest price or greatest durability when purchasing new carts.

42. **Question:** The RFP identified Smart e-club as a paperless billing option. Please confirm that the smart e-club is a general reference to paperless billing and not a specific paperless billing program. In addition, please confirm that a comparable paperless billing operation will suffice.

**Response:** Smart e-club is a generic term and not a specific program. Note that it does apply to more than just billing. As stated in Section 6, Item C2 Smart e-Club, it also includes paperless outreach and also is an incentive in the organics program, allowing participants to receive an upgraded in-home stainless steel organics container instead of a plastic one.

43. **Question:** The RFP asks for a "performance assurance" in the amount of \$739,926.40, but it also asks for a performance bond in the amount of 30%. Is this an error? Can you confirm whether or not we need both of these bonds?

**Response:** Please see Item 3 of Section A, Addendum regarding the performance assurance amount. A performance bond of 30 percent is not required as part of the proposal submission. Please carefully read Part 1, Section 3, Item 10 Financial Resources on Pages 1.22 to 1.24, which states in part:

In addition to the reviewed financial statements, the Proposer shall submit two of the following items to demonstrate financial resources and viability:

- A written statement signed by an authorized agent of a California-admitted surety with an A.M. Best Rating of not less than A:VII establishing that the surety is presently willing to issue a performance bond of 30 percent of the Proposer's proposed annual rate utilizing the Monthly Rate Per Customer (Item 2) from Form PW-2, Proposed Net Rate, multiplied by the estimated number of customers as listed in Part II, Item 16.C.5 of Exhibit 16, Parcel Counts and Number of Customers, on behalf of the Proposer. To establish present willingness, the signed written statement from the authorized agent must be dated on or after the date on the Notice of Request for Proposal.

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If you have any questions concerning the above information, please contact Messrs. David Pang at (626) 458-7167 or Danny Medina at (626) 458-4080, Monday through Thursday, 7 a.m. to 5 p.m.

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Very truly yours,

MARK PESTRELLA  
Director of Public Works

  
*for.* JOSE QUEVEDO

Assistant Deputy Director  
Business Relations and Contracts Division

DP

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