



GAIL FARBER, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

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

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE  
REFER TO FILE: **AS-0**

June 25, 2013

### **REQUEST FOR PROPOSALS – ADDENDUM 1 EXCLUSIVE RESIDENTIAL FRANCHISE AGREEMENT FOR THE AREA OF LA CRESCENTA/MONTROSE (2013-FA008)**

Thank you for attending our mandatory Proposers' Conference for the Exclusive Residential Franchise Agreement for the Area of La Crescenta/Montrose (2013-FA008) held on Thursday, June 6, 2013.

Please take note of the following revisions and supplemental information to the Request for Proposals (RFP). (Please note that **bold** text has been added, and any text that has a ~~strikethrough~~ has been deleted from the RFP.) Questions presented in this clarification section of this addendum represent the questions asked by Proposers in the form and context as submitted.

Please be reminded that the deadline to submit proposals is **Wednesday, July 10, 2013, by 5:30 p.m.**

#### **Addendum**

1. Exhibit 3A-Franchise Services and Service Specifications (task 1), Item A.1, Section 2A Termination Date, page 66, has been changed to read:

"The Termination Date is ~~December 31, 2020~~ **[INSERT DATE]**. The Director in his or her sole discretion may extend the Termination Date for up to three one-year periods after Notice to FRANCHISEE no later than 30 days before the Termination Date..."

2. Exhibit 3A-Franchise Services and Service Specifications (task 1), Item B.1, Collection Commencement Date and Hours of Collection, page 67, has been changed to read:

**"Collection Commencement Date and Hours of Collection.** FRANCHISEE may commence Collection as early as ~~January 1, 2014~~ **[INSERT DATE]**, and Collect from all Costumers..."

3. Form PW-3.1, Rate Net Proposal has been replaced in its entirety with **Form PW-3.1A** (enclosed), Number of Residential Parcels has been changed to read **5,651** updated form may be accessed at <http://dpw.lacounty.gov/asd/contracts>.
4. Form PW-4, Contractor's Industrial Safety Record has been replaced in its entirety with **Form PW-4.1** (enclosed), years have been changed to reflect the 5 Calendar years prior to the current year.
5. Form PW-18, Rate Schedule has been replaced in its entirety with **Form PW-18.1**, ~~DISCOUNT FOR HOA SPECIFICS (eg. Bulk billing, additional services)~~ shall be 8% of total bill has been deleted from the Form.
6. Part I, Section 3, Item 6.F, has been changed to read:
  - f. Similar services: Any specific examples of services that Proposer provides that are similar to those being procured under this RFP, including:
    - i. Fully automated collection of refuse, recyclables, and green waste;
    - ii. Commingled recyclables collection and achieved diversion;
    - iii. ~~Transition from manual to fully automated services;~~
    - iv. **iii.** Collection services for similar demographic populations; and

### **Clarifications**

The following answers are in response to the request for information and clarification submitted by attendees of the Proposer's conference:

1. **Question:** Do proposers provide or collect sharp containers? Or both?  
**Response:** The agreement requires that the Franchisee provide Sharps containers and cause them to be collected either by mail or picking them up at no cost to the residents.
2. **Question:** How does Item 3.C pg. 1.3 (bulky item pick up) differ from Item 3.F (special clean up events)?  
**Response:** A detailed description for Bulky Item Pick-Up, can be found in on page 77 of Exhibit 3A, Section F.2, *Bulky Items, CEDs, E-waste, and Excess*

*Solid Waste Collection*; and on page 80 of Exhibit 3A, Section F.3, Special Events Cleanup Services, for Special Clean-Up Events.

- Bulky Item Pickup is curbside at resident's address.
- Special Clean-Up Events are at nonresident specific special locations, often a park or school parking lot at the request of Public Works.

3. **Question:** How many homes are affected or fall under the "difficult-to-service" premises category?

**Response:** The County does not have the actual number of "difficult-to-service" properties; however, our records show that there are currently 40 residential customers in the La Crescenta/Montrose service area that are subscribed to the scooter service. Please note that in order to verify the actual number of "difficult-to-service" properties, Proposers are responsible for independently investigating service conditions in the service areas prior to proposal submission.

4. **Question:** Current tonnage for refuse materials as well as broken down categories?

**Response:** The current tonnage reported in 2012 for the La Crescenta/Montrose franchise area is as follows:

Refuse:	6,555
Recyclables:	2,030
Green Waste:	3,481

5. **Question:** Which collection schedules to use?

**Response:** Please refer to Attachment 9 of the RFP document for a map that shows the trash collection schedule. Also, please refer to Form PW-17.1, Proposer's Compliance with Updated Collection Schedules Affirmation, as the Director of Public Works may revise/update the current collection schedules.

6. **Question:** Current franchise fee for the La Crescenta/Montrose contract?

**Response:** The current franchise fee is 10 percent of the Franchisee's monthly gross receipts.

During the 2012 calendar year the total amount of fees received was \$171,658.79.

7. **Question:** How many homes are currently requesting back yard services?

**Response:** Our records show that there are 61 residential customers in the La Crescenta/Montrose service area that are subscribed to backyard (roll-out) service.

8. **Question:** PW-18 HOA Discount – How many units does it have to be for the bulk discount to be applied?

**Response:** The HOA Discount on Form PW-18 has been removed. Please refer to Item 5, of the Addendum section.

9. **Question:** How many trucks does the current vendor use to haul the waste in The City of La Crescenta/Montrose currently right now?

**Response:** Current Franchisee for the unincorporated areas of La Crescenta/Montrose service area utilizes three side loaders for regular weekly automated collection of refuse, recyclables, and green waste and at least one flat bed for bulky item collection.

10. **Question:** We have applied for the small business, however we have yet not received our certification but we did get an email saying we got approved. If we don't receive it by the 30th can we just give a copy of our email?

**Response:** Proposer may request SBE preference once certification has been completed and affirmed by the Internal Services Department (ISD), written confirmation or e-mail from ISD will be accepted.

11. **Question:** Exhibit 3 A6 Section 15 -Initial Amount of Performance Assurance? Can you explain?

**Response:** The initial amount of the Performance Bond is \$305,000. This is the amount of the Performance Bond for the first year of the agreement. (Please refer to Exhibit 3A, Section A, Item 6.) After the first year of the agreement and all subsequent agreement years, the amount of the Performance Bond may change in accordance with the calculations described on page 34, Section 15, of the agreement.

12. **Question:** Customers have the right to cancel at anytime? If you are the only permitted hauler what does this mean?

**Response:** Customers can cancel services with the Franchisee if they self-haul their solid waste or use a bin instead of a cart.

13. **Question:** If granted the contract is everyone obligated to use that hauler?

**Response:** All customers within the service area that discard solid waste in carts are required to use the Franchisee. Customers that use bins or self-haul their solid waste and premises owned or controlled by the County, State, and any school district, are not required to use the hauler.

14. **Question:** The proposer is responsible for estimating the number of commercial business and multi-family dwellings that might subscribe to cart services? Does this mean these customers have the right to use their current hauler? or do they have to use the new franchise? Please clarify

**Response:** No, customers cannot use their current hauler unless they are using bins. All customers requiring disposal of solid waste in carts are required to use the services of the Franchisee that is awarded the Franchise. If a customer is self-hauling their solid waste or are using bins to dispose of their solid waste, they are not required to use the services of the Franchisee.

15. **Question:** Do we charge for green waste??

**Response:** Yes, the Proposed Monthly Net Rate for Basic Services Per Customer includes, but is not limited to, ***one 96-gallon green waste cart, plus a second 96-gallon cart upon customer request.*** Please refer to Form PW-2, Proposed Net Rate for The Exclusive Franchise Agreement for The Area of La Crescenta/Montrose of the RFP.

16. **Question:** After submitting the proposal if something in the proposal is wrong will we be able to fix it or does this mean the proposal will be automatically not considered?

**Response:** Proposals will initially be reviewed on a Pass/Fail basis as described in Section 5, Item D, Pass/Fail Review, page 1.43. Note that proposals not meeting all of the requirements listed under this section may be rejected as nonresponsive.

Please also refer to Section 5, Item C.5, Evaluation of Proposals, page 1.42

"The County, in its sole discretion, may elect to waive any error or informalities in the form of a proposal or any other disparity, if, as a whole, the proposal substantially complies with the RFP's requirements."

17. **Question:** What is MSW Management Services?

**Response:** Municipal Solid Waste Management Services means any of the following:

- a. Collection, transportation, storage, transfer, or processing of solid waste or Unpermitted Waste that is collected as part of a Collection program for Bulky Items, CEDs, and E-waste described in Exhibit 3A and handled in accordance with Applicable Law (such as tires in excess of load limits, CEDs and certain E-waste); or
- b. Arranging for disposal of that solid waste or Unpermitted Waste.

18. **Question:** Does the Franchise Hauler need to use only CNG trucks?

**Response:** Vehicles used for Collection must be LNG (liquid natural gas) or CNG (compressed natural gas) fuel, or alternative fuel (other than diesel) approved by County.

19. **Question:** Will Republic/Allied be required to replace all of the carts in La Crescenta if they are awarded the contract? Or will the County allow them to continue using the carts that are at the houses?

**Response:** Republic/Allied, the current Franchisee for this service area, will not be required to replace all of the carts that are currently being used by the residents in the event that they are awarded the new contract.

20. **Question:** Can the County provide an estimated date in which County Board approval will be sought for the Contract? Part 1, Section 1 of the RFP indicates that "*Services may commence as early as January 1, 2014, or thereafter as directed by the Director*" In view of extreme weather conditions during previous transition periods during the month of January; a January 1, 2014 start date may not be practical for all of the areas. We assume the County is flexible as to the exact service commencement date given the language in Exhibit 3A, Section B.1, however, please confirm.

**Response:** January 1, 2014, is an estimated commencement date; however, the County may change this date if necessary for various reasons, such as to allow sufficient time to finalize Contract documentation, to resolve possible protests, or to allow a proper transition if needed. Please note that the Board agenda date will be approximately two months before the contract start date.

21. **Question:** RFP Part 2, Exhibit 3A, Section B.2.C – Curbside Recycling Reward Program – We read this to mean that the obligation to issue awards is quarterly, but the aggregate annual amount does not have to exceed \$2,500, however, please confirm.

**Response:** Yes, confirmed.

22. **Question:** Form PW4, Contractor's Industrial Safety Record. The form shows years 2007 through 2011 and then asks for "Current Year to Date". Since this is 2013, should we be changing the columns to show years 2008 through 2012 and answering for 2013 as the "Current year to Date"? Or should we answer for the years currently shown on the form (2007-2011) and, if so, what year should we report on for "Current Year to Date"?

**Response:** Please refer to Item 4 of the Addendum Section

23. **Question:** The RFP references 5651 units in multiple places; however the PW 3.1 rate sheet only used 5205 # of units. Is there a reason for the discrepancy?

**Response:** Please refer to Item 3 of the Addendum section.

24. **Question:** On page 1.20 I noticed at 6.f.iii Notes manual to fully automated as a similar service; however since the community already has fully automated that doesn't seem applicable. I'm guessing that this was carried over from the last RFP when the community was being collected with Manual service. Since that transition has already happened, it seems to make more sense discussing automated to automated transition plan.

**Response:** Yes, confirmed. Section 6.f.iii is not applicable since the residents under the current franchise agreement already receive fully automated cart service.

Please refer to Item 6 of the Addendum section.

June 24, 2013  
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If you have questions concerning the above information, please contact Mr. Andres Campaz at (626) 458-4072, Monday through Thursday, 7 a.m. to 5:30 p.m.

Very truly yours,

GAIL FARBER  
Director of Public Works



GHAYANE ZAKARIAN, Chief  
Administrative Services Division

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Enc.



**NET RATE PROPOSAL**

(Proposed Service Fees and Annual Revenue for the Area of La Crescenta/Montrose)

Proposer: \_\_\_\_\_

Column				
A	B	C	D	E
Line	Basic Service	Monthly Net Rate for Basic Service Per Customer (Item 1 from Form PW-2) (a)	Number of Residential Single and two unit parcels (b)	Proposed Annual Service Fee Revenue (c)
1	One 96-gallon refuse cart, one 96-gallon recyclables cart, plus a second 96-gallon cart upon customer request, and one 96-gallon green waste cart, plus a second 96-gallon cart upon customer request.	\$0.00	5,651	\$0
2	Total (d)		5,651	\$0

(a) Proposers are required to enter only a proposed service fee on line 1 in column C.

(b) Proposers must not change any of the number of parcels in column D. The same mix of parcels will be used to calculate the proposed annual revenue for all proposers.

(c) Monthly rate in column C multiplied by the number of residential parcels in column D and multiplied by 12

(d) Total amount on line 2 in column E should match line 8, column G in Form PW-3.2.

**NOTE: PROPOSERS ARE RESPONSIBLE FOR INDEPENDENTLY INVESTIGATING SERVICE CONDITIONS IN**

**CONTRACTOR'S INDUSTRIAL SAFETY RECORD**

PROPOSED CONTRACT FOR: \_\_\_\_\_  
 SERVICE BY PROPOSER \_\_\_\_\_  
 PROPOSAL DATE: \_\_\_\_\_

This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture, or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate, or individual proposer. The proposer may attach any additional information or explanation of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

**5 CALENDAR YEARS PRIOR TO CURRENT YEAR**

	2008	2009	2010	2011	2012	Total	Current Year to Date
1. Number of contracts.							
2. Total dollar amount of Contracts (in thousands of dollars).							
3. Number of fatalities.							
4. Number of lost workday cases.							
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.							
6. Number of lost workdays.							

The above information was compiled from the records that are available to me at this time, and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Name of Proposer or Authorized Agent (print) \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

**THE EXCLUSIVE RESIDENTIAL FRANCHISE AGREEMENT FOR THE AREA OF  
LA CRESCENTA/MONTROSE (2013-FA008)**

**RATE SCHEDULE  
(Customer Service Charges)**

Proposer must provide a rate for each item indicated below. Failure to do so may result in the proposal being rejected as nonresponsive.

	<b>Monthly Rate Per Customer</b>	<b>Senior-Small Generator 25% Discounted Rate (Deduct 25% from Monthly Rate Per Customer)</b>
<b>MONTHLY RATE FOR BASIC SERVICE PER CUSTOMER FOR RESIDENTIAL PREMISES<sup>1</sup> AND MULTIFAMILY PREMISES INCLUDES:</b> <ul style="list-style-type: none"> <li>• One 96-gallon Refuse Cart, and</li> <li>• Up to two (2) 96-gallon Recyclables Carts, and</li> <li>• Up to two (2) 96-gallon Green Waste Carts</li> </ul>		
<b>List Monthly Rate Per Customer (Item 2) from Form PW-2, Proposed Net Rate:</b>	\$ _____	\$ _____
<b>SURCHARGES:</b> <ol style="list-style-type: none"> <li>1. Additional 96-gallon Carts in excess of Basic Service</li> <li>2. Alternatives to fully automated Carts for difficult-to-service Premises (B3h of Exhibit 3A): not greater than 25 percent of Customer's monthly Rate (_____% Surcharge)</li> <li>3. Roll-out Services (other than Elderly or Disabled) (Section G of Exhibit 3A): not greater than 50 percent of Customer's monthly Rate</li> </ol>	\$ _____ 5.00 \$ _____ \$ _____ \$ _____	\$ _____ 3.75 \$ _____ \$ _____ \$ _____

**Footnote 1: For each single family home or for each unit in a duplex.**

If the amount arrived at by multiplying an established percentage for a particular item is not calculated correctly, the correctly calculated amount will be considered as representing the Proposer's intentions. Failure to provide a rate may result in the proposal being rejected as nonresponsive.

**PROPOSERS ARE RESPONSIBLE FOR INDEPENDENTLY INVESTIGATING SERVICE CONDITIONS IN THE SERVICE AREA PRIOR TO PROPOSAL SUBMISSION.**

\_\_\_\_\_  
Proposer's Printed Name

\_\_\_\_\_  
Proposer's Signature

\_\_\_\_\_  
Date